

RESOLUTION

No. 25-304

Date of Adoption AUG 07 2025

Approved as to Form and Legality

Wesley Bridges, Esq., DIRECTOR OF LAW

Councilman /woman _____

Factual content certified by

Steve Wilson, DIRECTOR OF POLICE

_____ presents the following Resolution:

SPONSORED BY: _____

RESOLUTION AUTHORIZING A CONTRACT AWARDED TO ATLANTIC TACTICAL FOR THE PURCHASE OF BULLET PROOF VESTS FOR THE DEPARTMENT OF POLICE RECRUIT CLASS AWARDED THROUGH NEW JERSEY STATE CONTRACT #17-FLEET-00787 IN AN AMOUNT NOT TO EXCEED \$80,000.00 FROM THE DATE OF AWARD UNTIL DECEMBER 31, 2025

WHEREAS, The Department of Administration, Division of Purchasing has reviewed and verified New Jersey State Cooperative Purchasing Program #17-FLEET-00787 for the purchase of Bullet Proof Vests. The State of New Jersey has awarded this contract to Atlantic Tactical, 14 Worlds Fair Drive, Somerset, NJ 08873. The State of New Jersey has awarded this contract from April 16, 2019, to May 14, 2026; and

WHEREAS, N.J.S.A. 40A:11-12 (a) permits the City of Trenton to purchase items and provide services without the necessity of competitive bidding under the State of New Jersey Cooperative Purchasing Program; and

WHEREAS, the City of Trenton, Department of Police has a need to purchase Bullet Proof Vests for the City of Trenton; awarded to Atlantic Tactical, 14 Worlds Fair Drive, Somerset, NJ 08873 through New Jersey State Cooperative Purchasing Program #17-FLEET-00787 in an amount not to exceed \$80,000.00 and

WHEREAS, funds in an amount not to exceed \$80,000.00 for Bullet Proof Vests have been certified to be available in the following account number: 5-01- -50-5000-303. This contract shall be awarded from the date of award until December 31, 2025.

NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton as follows:

1. The Purchasing Agent is hereby authorized to execute a purchase order to Atlantic Tactical, 14 Worlds Fair Drive, Somerset, NJ 08873 in an amount not to exceed \$80,000.00 for the purchase of Bullet Proof Vests for the City of Trenton, Department of Police.
2. The contract is awarded without competitive bidding pursuant to N.J.S.A.40A:11-12(a) of the Local Public Contracts Law.

MOTION: <u>Frisby</u>					SECOND: <u>Figueroa Kettenburg</u>				
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
EDWARDS	✓				FRISBY	✓			
FELICIANO	✓				HARRISON			✓	
FIGUEROA KETTENBURG	✓				WILLIAMS	✓			
					GONZALEZ		✓		

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on

Gonzalez
President of Council

[Signature]
City Clerk

AUG 07 2025

**AGREEMENT
CITY OF TRENTON, NEW JERSEY**

**STATE CONTRACT #17-FLEET-00787
FOR THE PURCHASE OF BULLET PROOF VESTS FOR THE CITY OF TRENTON, DEPARTMENT OF POLICE
FOR TRENTON POLICE DEPARTMENT AWARDED TO ATLANTIC TACTICAL
RES. NO. 25-304**

This Agreement, entered into this 8TH Day of AUGUST 2025 between the City of Trenton, a municipal corporation of the State of New Jersey, **319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** ('CITY') and **ATLANTIC TACTICAL, 14 WORLDS FAIR DRIVE, SOMERSET, NEW JERSEY 08873** ("Contractor"), witnesseth that:

WHEREAS, Contractor has bid, proposed or offered to furnish and deliver to the City the materials, supplies and/or goods to perform the services described below **IN AN AMOUNT NOT TO EXCEED \$80,000.00 FROM THE DATE OF AWARD UNTIL DECEMBER 31, 2025.**

FIRST, Contractor, under the penalty expressed in the bond hereinafter mentioned, will furnish, supply and deliver to the City of Trenton the following materials, supplies or services as authorized by:

**RESOLUTION AUTHORIZING A CONTRACT AWARDED TO ATLANTIC TACTICAL FOR THE
PURCHASE OF BULLET PROOF VESTS FOR THE DEPARTMENT OF POLICE RECRUIT CLASS AWARDED
THROUGH NEW JERSEY STATE CONTRACT #17-FLEET-00787 IN AN AMOUNT NOT TO EXCEED
\$80,000.00 FROM THE DATE OF AWARD UNTIL DECEMBER 31, 2025**

B. The contract shall submit with contracts with the following:

UPDATED CERTIFICATE OF INSURANCE WITH SIGNED CONTRACTORS

Such performance by contractor shall be in strict accordance with the terms and conditions of the bid specifications, the bid response and the authorizing resolution, which are included above and is incorporated by reference.. Additionally, Contractor will furnish good and ample security in a sum equal to the said contract price for the said articles and services.

SECOND. The City of Trenton will pay Contractor the total sum mentioned herein when the appropriate Department Director has executed a certification that the said articles or services have been furnished, delivered and accepted in full conformity to the aforementioned specifications and offer or proposal.

THIRD. The City of Trenton reserves the right to order a greater or lesser quantity, not to exceed twenty-five percent, of any or all of the articles named in the said offer or proposal than is stated therein, and it is distinctly agreed between the said parties that the price quoted in the offer or proposal of Contractor shall be regarded as a standard of prices, and the total sum mentioned herein as the consideration of this contract shall not be regarded as limiting the right of the City of Trenton to order such greater or lesser quantity.

FOURTH. In the event of the failure of Contractor to deliver to the City of Trenton, such articles or perform such work or labor as described in such quantities as ordered at the time stated for such delivery by the City of Trenton, or in the event that such articles as are delivered or work and labor performed do not meet the specifications or standards, as established by the City of Trenton for such articles or acceptance of such work and labor, then such delivery shall be rejected by telephone or written notice to the Agent or address indicated by the Contractor and by simultaneous and like notice to his surety. Additionally, if Contractor or his surety does not cure the default within the time set by the said Agent on behalf of the City of Trenton, then the said Agent on behalf of the City, shall have the right to procure such services or purchase such articles in their place and stead in the open market as are needed for replacement, and from the best source available in the judgment of the said Agent and to charge the expense of such articles or work performed to Contractor and to deduct the amount thereof from any moneys due or to become due to Contractor by virtue of this agreement. Provided, however, that the surety on the bond of Contractor for the faithful performance of this agreement shall be first notified of the necessity for such replacement, and given the same time allowance for such replacement as is given Contractor.

FIFTH. This contract shall not be amended, assigned or subcontracted without the consent of the City of Trenton in writing (if the total compensation payable thereunder shall thereby exceed \$2,500.00, approval by Resolution of the Governing Body shall be required), and any breach of this covenant shall authorize the

City of Trenton, by its said Agent, to declare this contract null and void and to refuse to make any further payments thereunder to Contractor.

SIXTH. In case of any conflict between the provisions of this agreement and of any of the provisions of the specifications, the latter shall govern and control.

Applicable for Public Construction Contracts Only: "Dispute Resolution Procedures (NJSA 40A:11-50). Disputes arising under this contract shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels thereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator".

SEVENTH. Contractor hereby agrees to pay all workmen as a minimum the prevailing wages rate in accordance with Chapter 150 of the New Jersey Laws of 1963, Prevailing Wages on Public Contracts and U.S. Department of Labor Wage Rates with the higher rate for any given occupation being the governing rate, and N.J.S.A. 10:2-1 et seq., prohibiting discrimination in employment on public contracts.

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

a. 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, or sex. 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, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

b. CONTRACTOR or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

c. 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 CONTRACTOR's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

d. CONTRACTOR or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. (N.J.A.C. 17:27-3.4)

Note: A public works contract for a subcontractor with a total work force of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language only paragraphs a, b, and c above, and the contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27. (N.J.A.C. 17:27-3.4) (c)

e. All bidders and all contractors who are negotiating for a procurement or service contract with the public agency which is not subject to a federally approved or sanctioned affirmative action program are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or

2. A certificate of employee information report approval issued in accordance N.J.A.C. 17:27-4; or

3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3) (a)

f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3)(a) (1)

g. CONTRACTOR or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3) (a) (2)

h. CONTRACTOR or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (3)

i. CONTRACTOR or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (4)

j. CONTRACTOR agrees that in the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity, or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates. (N.J.S.A. 10:2-1) (a)

k. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex. (N.J.S.A. 10:2-1) (b)

l. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract. (N.J.S.A. 10:2-1) (c)

m. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. (N.J.S.A. 10:2-1) (d)

n. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations

promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them.
(N.J.A.C. 13:6-1.1)

o. Contractor and subcontractor agree and guarantee to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression in accordance with an affirmative action program approved by the State Treasurer.
(N.J.S.A. 10:5-32 and 10:5-35) (a)


p. The parties of this contract do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. The contractor agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR Parts 31, 32 and 34.

Contractor shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations authorized by State Law and expressly specified herein.

IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the City of Trenton and its corporate seal to be hereto affixed, attested by the City Clerk, and Contractor has likewise caused this agreement to be executed the day and year first above written.

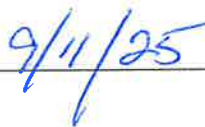
CITY OF TRENTON

Attest:


Brandon L. Garcia, Municipal Clerk


W. Reed Gusciora, Mayor

Date



Date




and

ATLANTIC TACTICAL, 14 WORLDS FAIR DRIVE, SOMERSET, NEW JERSEY 08873

Attest:


Secretary


President


8/29/2025

Date



Contract 17-FLEET-00787

Header Information

Purchase Order Number:	17-FLEET-00787	Release Number:	0	Short Description:	T0106 - Law Enforcement Firearms Equipment and Supplies
Status:	3PS - Sent	Purchaser:	Haley Billings	Receipt Method:	Dollars
Fiscal Year:	2019	PO Type:	Contract	Minor Status:	
Organization:	Division of Purchase and Property				
Department:	DPP - Division of Purchase and Property	Location:	FLEET - Commodities Fleet	Type Code:	RFP
Alternate ID:		Entered Date:	04/16/2019 04:21:44 PM		
Days ARO:	0	Retainage %:	0.00%	Discount %:	0.00%
Release Type:	Direct Release				
Contact Instructions:	Refer to the Bid Solicitation and Award Summary.	Actual Cost:	\$0.00		
Print Format:	PO Print				
T Number:	T0106				
NJ Cooperative Purchasing:	Yes				
Green Blanket PO:	No				
Emergency Blanket PO:	No				
Set Aside Category:	None				
NJ Vendor Certification Category:					
Performance Bond Required:	No				

PO_Contact_Email:

Agency Attachments: [T0106 17DPP00046 Bid Amendment 1~65.docx](#)
[T0106 17DPP00046 Bid Amendment 2~66.docx](#)
[T0106 17DPP00046 Bid Amendment 3~68.docx](#)
[T0106 17DPP00046 Final Bid Solicitation~67.pdf](#)
[T0106 17DPP00046 Price Sheet~66.xlsx](#)
[T0106 17DPP00046 Countersigned Offer and Acceptance Page~65.pdf](#)
[T0106 17DPP00046 Award Summary Revised May 2023~7.xlsx](#)
[T0106 Price Line 39 - 2025 Break Free Price List~1.pdf](#)
[T0106 Price Line 39 - 2019 Kleen Bore Price List - Safariland LLC PRIMARY.pdf](#)
[T0106 Price Line 39 - 2017 B Square Retail Price List - Safariland LLC PRIMARY.xlsx](#)
[T0106 Price Line 43 - 2025 Monadnock Price List.pdf](#)
[T0106 Price Line 45 - 2022 Protech Soft Armor Price List.pdf](#)
[T0106 Price Line 51 - 2025 Defense Technology Price List.pdf](#)
[T0106 Price Line 51 - 2025 Hatch Retail Price List~1.pdf](#)
[T0106 Price Line 61 - 2025 Safariland Duty Gear Price List~1.pdf](#)
[T0106 Price Line 62 - 2025 Bianchi Retail Price List~1.pdf](#)
[T0106 Price Line 72 - 2025 Protech Hard Armor Price List~1.pdf](#)
[T0106 Price Line 72 - 2022 Protech Soft Armor Price List~1.pdf](#)
[T0106 Price Line 77 - 2025 Safariland Soft Armor Price List~2.pdf](#)
[T0106 Contract Amendment - Extension 5.12.23.docx](#)
[Executed amendment to participate in NJSTART Marketplace All Spend Program](#)
[T0106 Contract Extension Amendment 5.10.24~50.docx](#)
[T0106 Contract Extension Amendment 5.9.25~57.docx](#)

Vendor Attachments:**Primary Vendor Information & PO Terms**

Vendor:	V00022201 - Safariland LLC	Payment Terms:	Not Applicable	Shipping Method:
		Shipping Terms:	F.O.B., Destination	Freight Terms:

PO

Acknowledgements:	Document	Notifications	Acknowledged Date/Time
	Purchase Order	Paper Copy Mailed	05/15/2019 11:14:47 AM

Document	Notifications	Acknowledged Date/Time
Change Order 1	Paper Copy Mailed	10/03/2019 02:24:48 PM
Change Order 2	Paper Copy Mailed	07/29/2020 01:40:21 PM
Change Order 3	Paper Copy Mailed	10/08/2020 11:16:59 AM
Change Order 4	Paper Copy Mailed	10/28/2021 10:28:03 AM
Change Order 5	Paper Copy Mailed	12/31/2021 09:29:22 AM
Change Order 6	Paper Copy Mailed	05/23/2022 11:31:35 AM
Purchase Order	Paper Copy Mailed	05/21/2019 11:23:17 AM
Change Order 1	Paper Copy Mailed	06/22/2020 02:41:00 PM
Change Order 2	Paper Copy Mailed	07/15/2020 03:46:14 PM
Change Order 3	Paper Copy Mailed	08/04/2021 02:24:37 PM
Change Order 4	Paper Copy Mailed	11/09/2021 12:00:07 PM
Change Order 6	Paper Copy Mailed	05/10/2022 10:31:21 AM
Change Order 7	Paper Copy Mailed	04/11/2023 08:34:43 AM
Change Order 10	Paper Copy Mailed	01/24/2024 01:21:46 PM
Change Order 11	Paper Copy Mailed	05/14/2024 10:43:28 AM
Change Order 13	Paper Copy Mailed	01/16/2025 01:48:54 PM
Change Order 14	Paper Copy Mailed	02/12/2025 02:25:57 PM
Change Order 15	Paper Copy Mailed	05/13/2025 08:13:00 AM

Contract Vendor Distributor List

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Preferred Delivery Method</u>	<u>Vendor Distributor Status</u>
<u>V00000829</u>	Atlantic Tactical Inc	Email	Active
<u>V00022201</u>	Safariland LLC	Email	Active

Contract Controls

Contract Begin Date:	05/15/2019	Contract End Date:	05/14/2026
Cooperative Purchasing Allowed:	Yes		

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
AGENCY - Division of Purchase and Property	AGY - Agency Umbrella Master Control	\$0.00	\$0.00	\$0.00

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$6,243,080.12	\$0.00

Item Information

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1 2

Print Sequence # 1.0, Item # 1: Category 3 Firearm Accessories Price Line 39 from the Bid Solicitation State-Supplied Price Sheet Brand: Kleen Bore Primary Vendor {Contractor} Delivery Days After Receipt of Order: 30 - 45 Days Please refer to the manufacturers price list located in the Blanket P.O. Attachments tab for pricing. 3PS - Sent

NIGP Code: 680-52

Guns, Pistols, Rifles, and Shotguns, Including Parts and Accessories, (See 680-86 for Scopes)

Bid # / Bid Item #: 17DPP00046 / 1 Quote # / Quote Item #: 00000739 / 1

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Total Cost
Dollars	1.0	\$0.00	LOT - Lot	5.00	\$0.00	\$0.00
Manufacturer:		Brand:		Model:		
Make:		Packaging:				

Print Sequence # 2.0, Item # 2: Category 3 Firearm Accessories Price Line 39 from the Bid Solicitation State-Supplied Price Sheet Brand: Break Free Primary Vendor {Contractor} Delivery Days After Receipt of Order: 30 - 45 Days Please refer to the manufacturers price list located in the Blanket P.O. Attachments tab for pricing. 3PS - Sent

NIGP Code: 680-52

Guns, Pistols, Rifles, and Shotguns, Including Parts and Accessories, (See 680-86 for Scopes)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Total Cost
Dollars	1.0	\$0.00	LOT - Lot	5.00	\$0.00	\$0.00
Manufacturer:		Brand:		Model:		

Make:

Packaging:

Print Sequence # 3.0, Item # 3: Category 3 Firearm Accessories Price Line 39 from the Bid Solicitation State-Supplied Price Sheet Brand: B-Square Primary Vendor {Contractor} Delivery Days After Receipt of Order: 30 - 45 Days Please refer to the manufacturers price list located in the Blanket P.O. Attachments tab for pricing. 3PS - Sent

NIGP Code: 680-52

Guns, Pistols, Rifles, and Shotguns, Including Parts and Accessories, (See 680-86 for Scopes)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Total Cost
Dollars	1.0	\$0.00	LOT - Lot	5.00	\$0.00	\$0.00
Manufacturer:		Brand:		Model:		
Make:		Packaging:				

Print Sequence # 4.0, Item # 4: Category 4 Non-Lethal Weapons/Riot Control Equipment, Parts and Accessories Price Line 43 from the Bid Solicitation State-Supplied Price Sheet Brand: Monadnock Primary Vendor {Contractor} Delivery Days After Receipt of Order: 30 - 45 Days Please refer to the manufacturers price list located in the Blanket P.O. Attachments tab for pricing. 3PS - Sent

NIGP Code: 680-50

Guns, Nonlethal, Including Stun, Taser Weapons, (See 680-54 for EMD Weapons)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Total Cost
Dollars	1.0	\$0.00	LOT - Lot	15.00	\$0.00	\$0.00
Manufacturer:		Brand:		Model:		
Make:		Packaging:				

Print Sequence # 5.0, Item # 5: Category 4 Non-Lethal Weapons/Riot Control Equipment, Parts and Accessories Price Line 45 from the Bid Solicitation State-Supplied Price Sheet Brand: Protech Primary Vendor {Contractor} Delivery Days After Receipt of Order: 30 - 45 Days Please refer to the manufacturers price list located in the Blanket P.O. Attachments tab for pricing. 3PS - Sent

NIGP Code: 680-50

Guns, Nonlethal, Including Stun, Taser Weapons, (See 680-54 for EMD Weapons)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Total Cost
Dollars	1.0	\$0.00	LOT - Lot	44.00	\$0.00	\$0.00
Manufacturer:		Brand:		Model:		
Make:		Packaging:				

Print Sequence # 6.0, Item # 6: Category 4 Non-Lethal Weapons/Riot Control Equipment, Parts and Accessories 3PS -
Price Line 51 from the Bid Solicitation State-Supplied Price Sheet Brand: Defense Sent
Technology Primary Vendor {Contractor} Delivery Days After Receipt of Order:
30 - 45 Days Please refer to the manufacturers price list located in the Blanket
P.O. Attachments tab for pricing.

NIGP Code: 680-50

Guns, Nonlethal, Including Stun, Taser Weapons, (See 680-54 for EMD Weapons)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Total Cost
Dollars	1.0	\$0.00	LOT - Lot	5.00	\$0.00	\$0.00
Manufacturer:		Brand:		Model:		
Make:		Packaging:				

Print Sequence # 7.0, Item # 7: Category 4 Non-Lethal Weapons/Riot Control Equipment, Parts and Accessories 3PS -
Price Line 51 from the Bid Solicitation State-Supplied Price Sheet Brand: Hatch Sent
Primary Vendor {Contractor} Delivery Days After Receipt of Order: 30 - 45 Days
Please refer to the manufacturers price list located in the Blanket P.O.
Attachments tab for pricing.

NIGP Code: 680-50

Guns, Nonlethal, Including Stun, Taser Weapons, (See 680-54 for EMD Weapons)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Total Cost
Dollars	1.0	\$0.00	LOT - Lot	15.00	\$0.00	\$0.00
Manufacturer:		Brand:		Model:		
Make:		Packaging:				

Print Sequence # 8.0, Item # 8: Category 6 Leather/Nylon Goods & Tactical Gear Price Line 61 from the Bid Solicitation State-Supplied Price Sheet Brand: Safariland Primary Vendor 3PS -
Sent

{Contractor} Delivery Days After Receipt of Order: 30 - 45 Days Please refer to the manufacturers price list located in the Blanket P.O. Attachments tab for pricing.

NIGP Code: 680-12

Belts, Cases, Holsters, Scabbards, etc.

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Total Cost
Dollars	1.0	\$0.00	LOT - Lot	25.00	\$0.00	\$0.00
Manufacturer:		Brand:		Model:		
Make:		Packaging:				

Print Sequence # 9.0, Item # 9: Category 6 Leather/Nylon Goods & Tactical Gear Price Line 62 from the Bid Solicitation State-Supplied Price Sheet Brand: Bianchi Primary Vendor 3PS - Sent
 {Contractor} Delivery Days After Receipt of Order: 30 - 45 Days Please refer to the manufacturers price list located in the Blanket P.O. Attachments tab for pricing.

NIGP Code: 680-12

Belts, Cases, Holsters, Scabbards, etc.

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Total Cost
Dollars	1.0	\$0.00	LOT - Lot	25.00	\$0.00	\$0.00
Manufacturer:		Brand:		Model:		
Make:		Packaging:				

Print Sequence # 10.0, Item # 10: Category 7 Body Armor, Bomb Suits & Accessories Price Line 72 from the Bid Solicitation State-Supplied Price Sheet Brand: Protech Tactical Primary Vendor 3PS - Sent
 {Contractor} Delivery Days After Receipt of Order: 30 - 45 Days Please refer to the manufacturers price list located in the Blanket P.O. Attachments tab for pricing.

NIGP Code: 680-08

Police Protection Equipment, Body Armor and Riot Shields and Supplies

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Total Cost
Dollars	1.0	\$0.00	LOT - Lot	44.00	\$0.00	\$0.00
Manufacturer:		Brand:		Model:		

Make:

Packaging:

1-10 of 11

1 2

Exit

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State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
33 WEST STATE STREET
P. O. BOX 230
TRENTON, NEW JERSEY 08625-0230
<https://www.njstart.gov>

PHILIP D. MURPHY
Governor

ELIZABETH MAHER MUOIO
State Treasurer

TAHESHA L. WAY
Lt. Governor

AMY F. DAVIS, ESQ.
Acting Director

CONTRACT AMENDMENT T0106 BID SOLICITATION #17DPP00046

TO: All Using Agencies and Cooperative Purchasing Participants

DATE: April 30, 2025

FROM: Haley Billings, State Procurement Specialist 1

SUBJECT: T0106 Law Enforcement Firearms, Equipment and Supplies – One-Year Contract Extension

CONTRACT PERIOD: Original Term: May 15, 2019 – May 14, 2023
1st Extension: May 15, 2023 – May 14, 2024
2nd Extension: May 15, 2024 – May 14, 2025
3rd Extension: May 15, 2025 – May 14, 2026

Please be advised that the following Contracts have been extended for one (1) year through May 14, 2026.

Contractor	Contract Number
Gold Type Business Machines Inc	17-FLEET-00716
west trenton hardware llc	17-FLEET-00717
Havis	17-FLEET-00719
D.M. Radio Service Corp	17-FLEET-00720
Eagle Point Gun/T.J.Morris & Son	17-FLEET-00721
Gen-el Safety & Industrial Products LLC	17-FLEET-00722
Tactical Public Safety LLC	17-FLEET-00723
MAJOR AUTOMOTIVE INSTALLATIONS T/A SPECTRUM COMMUNICATIONS	17-FLEET-00724
Laser Technology Inc.	17-FLEET-00725
Applied Concepts, Inc, dba Stalker Radar	17-FLEET-00726
AramSCO Inc	17-FLEET-00729
ATLANTIC COMMUNICATIONS ELECTRONICS INC.	17-FLEET-00730
SF Mobile-Vision, Inc.	17-FLEET-00731
Atlantic Tactical Inc	17-FLEET-00732
Firefighter One LLC	17-FLEET-00734
AMERICAN DIVING SUPPLY	17-FLEET-00735

Televere Systems	17-FLEET-00736
Code 3 Inc.	17-FLEET-00739
Lawmen Supply Company of New Jersey Inc.	17-FLEET-00740
Thermo Scientific Portable Analytical Instruments Inc.	17-FLEET-00741
ICOR Technology Inc.	17-FLEET-00742
1075 Emergency Lighting	17-FLEET-00743
Island Tech Services	17-FLEET-00744
All Hands Fire Equipment	17-FLEET-00746
Emergency Accessories & Installations	17-FLEET-00748
Elite Emergency Lights LLC	17-FLEET-00749
Atlantic Nuclear Corporation	17-FLEET-00750
Turn Out Fire & Safety	17-FLEET-00752
LAURUS Systems Inc.	17-FLEET-00753
Point Blank Enterprises Inc	17-FLEET-00754
Smiths Detection Inc	17-FLEET-00756
Paratech Inc.	17-FLEET-00757
MUNICIPAL EQUIPMENT	17-FLEET-00758
SABRE SECURITY EQUIPMENT	17-FLEET-00759
General Sales Administration	17-FLEET-00760
Whelen Engineer	17-FLEET-00761
TROY PRODUCTS	17-FLEET-00762
Armor Express	17-FLEET-00763
Streamlight Inc.	17-FLEET-00764
E D BULLARD CO	17-FLEET-00766
Witmer Public Safety Group Inc.	17-FLEET-00767
PRO GARD	17-FLEET-00768
SURVIVAL ARMOR INC	17-FLEET-00769
AMERICAN ALUMINUM ACCESSORIES**,***	17-FLEET-00770
United Shield International	17-FLEET-00772
Badge Company of New Jersey LLC	17-FLEET-00773
Kustom Signals Inc	17-FLEET-00774
CEIA USA	17-FLEET-00775
All Traffic Solutions Inc.	17-FLEET-00776
Digital Ally Inc.	17-FLEET-00777
LINEV Systems US Inc.	17-FLEET-00779
Armament Systems and Procedures INC	17-FLEET-00780
DEPLOYED LOGIX	17-FLEET-00782
The Gun Shop	17-FLEET-00783
Draeger Inc	17-FLEET-00784
Rockland Custom Products**	17-FLEET-00785
Global Environmental Enterprises trading as MBT**	17-FLEET-00786
Safariland LLC	17-FLEET-00787
PepperBall***	17-FLEET-00791
M. L. Kishigo Mfg. Co, LLC	17-FLEET-00794
RBA INC DBA PHOENIX DISTRIBUTORS	17-FLEET-00797

MSA SAFETY SALES, LLC	20-FLEET-01118
MUNICIPAL EMERGENCY SERVICES**	22-FLEET-01813
Motorola Solutions	23-FLEET-33791
Nielsen Fleet Inc.	23-FLEET-34887

**The Contracts awarded to these Contractors will be extended once they satisfy Affirmative Action requirements, pursuant to Bid Solicitation Section 7.1.3.

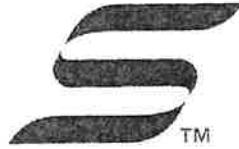
***The Contracts awarded to these Contractors will be extended once they satisfy Business Registration requirements, pursuant to Bid Solicitation Section 7.1.4.

The following Contractors' Contracts will be set to a "Pay Only" status in NJSTART, pending the submission of completed Contract extension paperwork.

Contractor	Contract Number
GH Armor Systems Inc.	17-FLEET-00778
5.11 Inc.	17-FLEET-00751
Axon Enterprise, Inc.	17-FLEET-00738
WS Acquisition LLC	17-FLEET-00737

All terms and conditions of the original Contract remain the same.

Please keep this amendment with the Notice of Award for future reference.



SAFARILAND®

SAFARILAND® SOFT Armor 2025 Retail Price List

Effective May 1, 2025 - All Prices Subject to Change Without Notice

**THE SAFARILAND
GROUP**

CONCEALABLE ARMOR



Part Number Description		NIJ Model Style No.	2025 MSRP
NIJ Standard 0101.06 Ballistic Resistance Front and Back Ballistic Panel Set			
NEW HARDWIRE® 57			
1366300-M	NEW HARDWIRE® 57 Level IIIA, A7 - Male Panel Set	BA-3A00S-HW01	\$2,520.00
1366300-U	NEW HARDWIRE® 57 Level IIIA, A5 - Female Unstructured Panel Set	BA-3A00S-HW01	\$2,520.00
NEW SX™ HP			
1365076-M	NEW SX™ HP Level IIIA, A7 - Male Panel Set	BA-3A00S-SXHP	\$2,365.00
1365076-U	NEW SX™ HP Level IIIA, A5 - Female Unstructured Panel Set	BA-3A00S-SXHP	\$2,365.00
1365498-F	NEW SX™ HP Level IIIA, A5 - Female Structured Panel Set	BA-3A00S-SXHPF	\$2,365.00
HARDWIRE® 51			
1350429-M	HARDWIRE® 51 Level II, A7 - Male Panel Set	HW-2019-05-SB	\$1,945.00
1350429-U	HARDWIRE® 51 Level II, A5 - Female Unstructured Panel Set	HW-2019-05-SB	\$1,945.00
HARDWIRE® 68			
1350430-M	HARDWIRE® 68 Level IIIA, A7 - Male Panel Set	HW-2019-01-SB	\$2,415.00
1350430-U	HARDWIRE® 68 Level IIIA, A5 - Female Unstructured Panel Set	HW-2019-01-SB	\$2,415.00
SX™			
1219784-M	SX™ Level II, A7 - Male Panel Set	BA-2000S-SX02	\$1,810.00
1219784-U	SX™ Level II, A5 - Female Unstructured Panel Set	BA-2000S-SX02	\$1,810.00
1219785-F	SX™ Level II, A5 - Female Structured Panel Set	BA-2000S-SX02F	\$1,810.00
1219793-M	SX™ Level IIIA, A7 - Male Panel Set	BA-3A00S-SX02	\$2,365.00
1219793-U	SX™ Level IIIA, A5 - Female Unstructured Panel Set	BA-3A00S-SX02	\$2,365.00
1219794-F	SX™ Level IIIA, A5 - Female Structured Panel Set	BA-3A00S-SX02F	\$2,365.00
XTREME®			
1219786-M	XTREME® Level II, A7 - Male Panel Set	BA-2000S-XT03	\$1,735.00
1219786-U	XTREME® Level II, A5 - Female Unstructured Panel Set	BA-2000S-XT03	\$1,735.00
1219787-F	XTREME® Level II, A5 - Female Structured Panel Set	BA-2000S-XT03F	\$1,735.00
1219795-M	XTREME® Level IIIA, A7 - Male Panel Set	BA-3A00S-XT03	\$1,990.00
1219795-U	XTREME® Level IIIA, A5 - Female Unstructured Panel Set	BA-3A00S-XT03	\$1,990.00
1219796-F	XTREME® Level IIIA, A5 - Female Structured Panel Set	BA-3A00S-XT03F	\$1,990.00
MATRIX®			
1221918-M	MATRIX® Level II, A7 - Male Panel Set	BA-2000S-MR02	\$1,340.00
1221918-U	MATRIX® Level II, A5 - Female Unstructured Panel Set	BA-2000S-MR02	\$1,340.00
1221919-F	MATRIX® Level II, A5 - Female Structured Panel Set	BA-2000S-MR02F	\$1,340.00
1219686-M	MATRIX® Level IIIA, A7 - Male Panel Set	BA-3A00S-MR02	\$1,470.00
1219686-U	MATRIX® Level IIIA, A5 - Female Unstructured Panel Set	BA-3A00S-MR02	\$1,470.00
1221920-F	MATRIX® Level IIIA, A5 - Female Structured Panel Set	BA-3A00S-MR02F	\$1,470.00
BV			
1364403-M	BV03 Level II, A7 - Male Panel Set	BA-2000S-BV03	\$1,025.00
1364403-U	BV03 Level II, A5 - Female Unstructured Panel Set	BA-2000S-BV03	\$1,025.00
1345711-M	BV03 Level IIIA, A7 - Male Panel Set	BA-3A00S-BV03	\$1,130.00
1345711-U	BV03 Level IIIA, A5 - Female Unstructured Panel Set	BA-3A00S-BV03	\$1,130.00

CONCEALABLE ARMOR

Part Number		Description	NIJ Model Style No.	2025 MSRP
NIJ Standard 0115.00 Stab Resistance Front and Back Ballistic Panel Set				
PRISM®				
1219804-M		PRISM® Spike 1, A7 - Male Panel Set	PS-1,0	\$775.00
1219804-U		PRISM® Spike 1, A5 - Female Unstructured Panel Set	PS-1,0	\$775.00
1219805-M		PRISM® Spike 2, A7 - Male Panel Set	PS-2,2	\$945.00
1219805-U		PRISM® Spike 2, A5 - Female Unstructured Panel Set	PS-2,2	\$945.00
1219806-M		PRISM® Spike 3, A7 - Male Panel Set	PS-3,0	\$1,145.00
1219806-U		PRISM® Spike 3, A5 - Female Unstructured Panel Set	PS-3,0	\$1,145.00
1345427-M		PRISM® Spike 3, A7 - Male Panel Set	PS-3,1	\$1,315.00
1345427-U		PRISM® Spike 3, A5 - Female Unstructured Panel Set	PS-3,1	\$1,315.00
NIJ Standard 0101.06 Ballistic Resistance and 0115.00 Stab Resistance Front and Back Ballistic Panel Set				
PRISM® MT				
1301972-M		PRISM® MT NS02 Level II/Spike 2, A7 - Male Panel Set	NS02-2020S-ME	\$2,260.00
1301972-U		PRISM® MT NS02 Level II/Spike 2, A5 - Female Unstructured Panel Set	NS02-2020S-ME	\$2,260.00
1219802-M		PRISM® MT Level IIA/Spike 3, A7 - Male Panel Set	MS-2A30S-MT21	\$1,785.00
1219802-U		PRISM® MT Level IIA/Spike 3, A5 - Female Unstructured Panel Set	MS-2A30S-MT21	\$1,785.00
1219803-M		PRISM® MT Level IIIA/Spike 3, A7 - Male Panel Set	MS-3A30S-MT01	\$2,100.00
1219803-U		PRISM® MT Level IIIA/Spike 3, A5 - Female Unstructured Panel Set	MS-3A30S-MT01	\$2,100.00
IMPAC™ Stand-Alone SPECIAL THREAT PLATES				
IMPAC™ HT (Handgun Threats)				
1001618		IMPAC™ HT 5X7 Single Curve Rectangle	N/A	\$220.00
1003599		IMPAC™ HTF 5X7 Single Curve Rectangle Female	N/A	\$220.00
1001628		IMPAC™ HT 5X8 Single Curve Rectangle	N/A	\$220.00
1348958		IMPAC™ HTF 5X8 Single Curve Rectangle Female	N/A	\$220.00
1001665		IMPAC™ HT 7X9 Single Curve Rectangle	N/A	\$275.00
1348959		IMPAC™ HTF 7X9 Single Curve Rectangle Female	N/A	\$275.00
1348805		IMPAC™ HT 8X10 Single Curve Shooters Cut	N/A	\$325.00
1348804		IMPAC™ HT 8X10 Single Curve Rectangle	N/A	\$325.00
1001635		IMPAC™ HT 10X12 Single Curve Shooters Cut	N/A	\$380.00
1030639		IMPAC™ HT 10X12 Single Curve Rectangle	N/A	\$380.00
IMPAC™ HT1 (Handgun Threat/Spike 1)				
1168057		IMPAC™ HT1F 5X7 Single Curve Rectangle Female	N/A	\$245.00
1176149		IMPAC™ HT1 5X7 Single Curve Rectangle	N/A	\$245.00
1168055		IMPAC™ HT1 5X8 Single Curve Rectangle	N/A	\$245.00
1169415		IMPAC™ HT1 7X9 Single Curve Rectangle	N/A	\$300.00
1169416		IMPAC™ HT1 10X12 Single Curve Shooters Cut	N/A	\$405.00
IMPAC™ CT/DT (Corrections/Duty Threats)				
1154462		IMPAC™ CTD 5X7 Single Curve Rectangle	N/A	\$145.00
1154463		IMPAC™ CTD 5X8 Single Curve Rectangle	N/A	\$150.00
1154461		IMPAC™ CTD 7X9 Single Curve Rectangle	N/A	\$185.00
1154460		IMPAC™ CTD 10X12 Single Curve Shooters Cut	N/A	\$230.00
IMPAC™ MT (Multi-Threats)				
1001620		IMPAC™ MT 5X7 Single Curve Rectangle	N/A	\$255.00
1001632		IMPAC™ MT 5X8 Single Curve Rectangle	N/A	\$255.00
1001668		IMPAC™ MT 7X9 Single Curve Rectangle	N/A	\$330.00
1001638		IMPAC™ MT 10X12 Single Curve Shooters Cut	N/A	\$475.00

CONCEALABLE ARMOR

			2025 MSRP
Part Number	Description	NIJ Model Style No.	
TRAUMA PLATES - SOFT			
1220916-57	HARDWIRE® Trauma Plate, 5" X 7"	N/A	\$95.00
1220916-58	HARDWIRE® Trauma Plate, 5" X 8"	N/A	\$95.00
1220916-79	HARDWIRE® Trauma Plate, 7" X 9"	N/A	\$135.00
1346126-57	MATRIX® Soft Trauma Plate, 5" X 7"	N/A	\$95.00
1346126-58	MATRIX® Soft Trauma Plate, 5" X 8"	N/A	\$95.00
1346126-79	MATRIX® Soft Trauma Plate, 7" X 9"	N/A	\$135.00
1220902-57	Soft Trauma Plate, 5" X 7"	N/A	\$55.00
1220902-58	Soft Trauma Plate, 5" X 8"	N/A	\$55.00
1220902-79	Soft Trauma Plate, 7" X 9"	N/A	\$65.00
TRAUMA PLATES - HARD			
1153322	SHOCK .047X5X8 Multi Curve SA	N/A	\$40.00
1153323	SHOCK .047X5X7 MC SA Female	N/A	\$40.00
HARDWIRE® BALLISTIC BURRITO			
1365537	HARDWIRE® Ballistic Burrito Added Neckline Protection - Concealable	N/A	\$445.00
COVERT CARRIERS - All carriers come standard with Elastic Strap Kits			
COVERT CARRIERS			
1348925	M Series Concealable Carrier	6713	\$215.00
<i>Available Colors: Black, Navy, White, Tan and OD Green</i>			
1350011	M Plus Series Concealable Carrier	6776	\$245.00
<i>Available Colors: Black, Navy, White and Tan</i>			
OVERT CARRIERS			
NEW EXT SERIES CARRIERS			
1363934	NEW EXT Uniform TMW Carrier, Front Opening, Traditional Molle Webbing	6884	\$580.00
1364296	NEW EXT Uniform AWS Carrier, Front Opening, Advanced Webless System	6885	\$610.00
1364297	NEW EXT Uniform Clean Carrier, Front Opening, Clean	6886	\$545.00
1364299	NEW EXT Uniform TMW Carrier, Side Opening, Traditional Molle Webbing	6908	\$605.00
1364301	NEW EXT Uniform AWS Carrier, Side Opening, Advanced Webless System	6909	\$650.00
1364302	NEW EXT Uniform Clean Carrier, Side Opening, Clean	6907	\$560.00
<i>Must Specify Front Name, Badge Shape, and Rear ID Options</i>			
<i>Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499 and Multi-Cam®</i>			
1363933	NEW EXT TMW Carrier, Front Opening, Traditional Molle Webbing	6840	\$565.00
1364249	NEW EXT AWS Carrier, Front Opening, Advanced Webless System	6883	\$600.00
1364298	NEW EXT TMW Carrier, Side Opening, Traditional Molle Webbing	6905	\$595.00
1364300	NEW EXT AWS Carrier, Side Opening, Advanced Webless System	6906	\$640.00
<i>Must Specify Badge Shape Options</i>			
<i>Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499 and Multi-Cam®</i>			
UNIFORM SHIRT CARRIERS - Must Specify with or without Camera Tab			
1303542	U1 Uniform Shirt Carrier, Side Opening	6629	\$505.00
1303538	U1 Uniform Shirt Carrier, Front Opening	6655	\$505.00
1348332	U1 Uniform Shirt Carrier, Side Opening, Fixed Pockets	6548	\$620.00
1348331	U1 Uniform Shirt Carrier, Front Opening, Fixed Pockets	6594	\$620.00
1345758	Uniform Shirt Carrier, Side Opening, Traditional Molle Webbing	6700	\$525.00
1345301	Uniform Shirt Carrier, Front Opening, Traditional Molle Webbing	6701	\$525.00
<i>Available Colors: Black, Dark Navy, White, OD Green, and Tan</i>			

CONCEALABLE ARMOR

Part Number	Description	NIJ Model Style No.
-------------	-------------	-----------------------

2025 MSRP

OVERT CARRIERS

V1 CARRIERS - ID patches are not included with these carriers. Must be purchased separately.

1303562	V1 External Carrier, Side Opening, Clean	6628	\$440.00
1303551	V1 External Carrier, Front Opening, Clean	6656	\$440.00
1303560	V1 External Carrier, Side Opening, Advanced Webless System	6653	\$550.00
1303549	V1 External Carrier, Front Opening, Advanced Webless System	6658	\$550.00
1303564	V1 External Carrier, Side Opening, Fixed Pockets	6652	\$510.00
1303554	V1 External Carrier, Front Opening, Fixed Pockets	6657	\$510.00

Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®

SPECIALTY CARRIERS - See notes regarding ID patches for each carrier below.

1303547	V1 Firearms Instructor Carrier, Front Opening, Advanced Webless System, Red	N/A	\$540.00
1303548	V1 Firearms Instructor Carrier, Side Opening, Fixed Pockets, Red	N/A	\$540.00
1303546	V1 EMS Carrier, Side Opening, Fixed Pockets, Royal Blue	N/A	\$540.00
1303559	V1 Hi-Viz Carrier, Clean, Front Opening, Hi-Viz Yellow	N/A	\$480.00
1303558	V1 Hi-Viz Carrier, Front Opening, Advanced Webless System, Hi-Viz Yellow	N/A	\$540.00

ID patches not included with this carrier. Must be purchased separately.

1303518-OC	Oregon City Carrier, Front Opening, Traditional Modular Webbing	6566	\$540.00
1303518-BC	Bothell PD Carrier, Front Opening, Traditional Modular Webbing	6565	\$540.00

Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®

ID patches not included with this carrier. Must be purchased separately.

TAC OVERT CARRIERS - ID's are not included with these carriers. Must be purchased separately.

1223775	TAC Overt Carrier, Side Opening, Clean	6670	\$420.00
1348699	TAC Overt Carrier, Side Opening, Clean, Tactical	6736	\$460.00
1290135	TAC Overt Carrier, Side Opening, Traditional Modular Webbing	6666	\$460.00
1302136	TAC Overt Carrier, Side Opening, Traditional Modular Webbing, Tactical	6609	\$495.00
1290136	TAC Overt Carrier, Side Opening, Fixed Pockets	6650	\$505.00
1345463	TAC Overt Carrier, Side Opening, Fixed Pockets, Tactical	6610	\$540.00

Available Colors: Black, Dark Navy, Tan and Tactical Green

ACCESSORIES

ID PATCHES - Small 5" X 2"

1223589-PS	POLICE	N/A	\$15.00
1223589-SS	SHERIFF	N/A	\$15.00
1223589-CS	CORRECTIONS	N/A	\$15.00
1223589-SPS	STATE POLICE	N/A	\$15.00
1223589-BS	BLANK	N/A	\$15.00

ID PATCHES - Large 8.5" X 3"

1223589-PL	POLICE	N/A	\$15.00
1223589-SL	SHERIFF	N/A	\$15.00
1223589-CL	CORRECTIONS	N/A	\$15.00
1223589-SPL	STATE POLICE	N/A	\$15.00
1223589-BL	BLANK	N/A	\$15.00

Must Specify ID PATCH MATERIAL COLOR and LETTERING COLOR when Ordering

Available Material Colors for All ID PATCHES: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan, Tan 499 and Multi-Cam®

Available Colors for All ID PATCH LETTERING: Black, White, Yellow, Gray, Green and Reflective

CONCEALABLE ARMOR

			2025 MSRP	
Part Number	Description	NIJ Model	Style No.	
ACCESSORIES				
M SERIES STRAP KITS				
1352452-M	SBA Welded Elastic Male Strap Kit - Black	N/A		\$25.00
1352453-M	SBA Welded Elastic Male Strap Kit - White	N/A		\$25.00
1352454-F	SBA Welded Elastic Female Strap Kit - Black	N/A		\$25.00
1352455-F	SBA Welded Elastic Female Strap Kit - White	N/A		\$25.00
EXT STRAP KITS				
1366033	SBA EXT USC Shoulder Straps	7027		\$45.00
1366034	SBA EXT Shoulder Straps	7028		\$45.00
Must Specify Size Short, Regular, or Long				
Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499 and Multi-Cam®				
CARRY BAG				
1349305	Concealable Carry Bag With Loop ID	6755		\$60.00
SIZING VESTS				
1221258-M	SBA Male Sizing Kit	N/A		\$1,050.00
1221258-F	SBA Female Structured Sizing Kit	N/A		\$1,050.00
ALTERATION FEES				
Alteration Fees within 45 Days from Invoice				\$50.00
Alteration Fees after 45 days from Invoice				\$100.00

Part Number	Description	NIJ Model Style No.	2025 MSRP
APEX™ SYSTEM Ballistic Panels			

NEW SX™ HP			
1366310-M	NEW APEX™ System SX™ HP Level IIIA APEX Male Panel Array		\$2,540.00
1366327-M	SX™ HP Level IIIA APEX Male Panel Set (Front & Back Ballistic Panels)	BA-3A003-SX-M	\$2,130.00
1366328-M	SX™ HP Level IIIA APEX Male Side Panel Set (Set of Two (2) Side Ballistic Panels)	N/A	\$410.00
NEW APEX™ System SX™ HP Level IIIA APEX Female Unstructured Panel Array			
1366310-U	NEW APEX™ System SX™ HP Level IIIA APEX Female Unstructured Panel Array		\$2,540.00
1366327-U	SX™ HP Level IIIA APEX Female Unstructured Panel Set (Front & Back Ballistic Panels)	BA-3A003-SX-HP	\$2,130.00
1366328-F	SX™ HP Level IIIA APEX Female Side Panel Set (Set of Two (2) Side Ballistic Panels)	N/A	\$410.00
NEW APEX™ System SX™ HP Level IIIA APEX Female Structured Panel Array			
1366332-F	NEW APEX™ System SX™ HP Level IIIA APEX Female Structured Panel Array		\$2,540.00
1366333-F	SX™ HP Level IIIA APEX Female Structured Panel Set (Front & Back Ballistic Panels)	BA-3A003-SX-HPF	\$2,130.00
1366328-F	SX™ HP Level IIIA APEX Female Side Panel Set (Set of Two (2) Side Ballistic Panels)	N/A	\$410.00
SX™			
1363962-M	APEX™ System SX™ Level II APEX Male Panel Array		\$1,975.00
1363961-M	SX™ Level II APEX Male Panel Set (Front & Back Ballistic Panels)	BA-2000S-SX01	\$1,620.00
1363964-M	SX™ Level II APEX Male Side Panel Set (Set of Two (2) Side Ballistic Panels)	N/A	\$350.00
1363962-U	APEX™ System SX™ Level II APEX Female Unstructured Panel Array		\$1,975.00
1363961-U	SX™ Level II APEX Female Unstructured Panel Set (Front & Back Ballistic Panels)	BA-2000S-SX02	\$1,620.00
1363964-F	SX™ Level II APEX Female Side Panel Set (Set of Two (2) Side Ballistic Panels)	N/A	\$350.00
1363964-F	APEX™ System SX™ Level II APEX Female Structured Panel Array		\$1,975.00
1363963-F	SX™ Level II APEX Female Structured Panel Set (Front & Back Ballistic Panels)	BA-2000S-SX02F	\$1,620.00
1363964-F	SX™ Level II APEX Female Side Panel Set (Set of Two (2) Side Ballistic Panels)	N/A	\$350.00
1363961-M			
1363961-M	APEX™ System SX™ Level IIIA APEX Male Panel Array		\$2,540.00
1363977-M	SX™ Level IIIA APEX Male Panel Set (Front & Back Ballistic Panels)	BA-3A003-SX02	\$2,130.00
1363980-M	SX™ Level IIIA APEX Male Side Panel Set (Set of Two (2) Side Ballistic Panels)	N/A	\$410.00
1363961-U	APEX™ System SX™ Level IIIA APEX Female Unstructured Panel Array		\$2,540.00
1363977-U	SX™ Level IIIA APEX Female Unstructured Panel Set (Front & Back Ballistic Panels)	BA-3A003-SX02	\$2,130.00
1363980-F	SX™ Level IIIA APEX Female Side Panel Set (Set of Two (2) Side Ballistic Panels)	N/A	\$410.00
1363963-F	APEX™ System SX™ Level IIIA APEX Female Structured Panel Array		\$2,540.00
1363979-F	SX™ Level IIIA APEX Female Structured Panel Set (Front & Back Ballistic Panels)	BA-3A003-SX02F	\$2,130.00
1363980-F	SX™ Level IIIA APEX Female Side Panel Set (Set of Two (2) Side Ballistic Panels)	N/A	\$410.00

APEX™ System Front and Back Ballistic Panels are NIJ 0101.03 Compliant, subject to the Limited Coverage Designation.
 APEX™ Side Ballistic Panels are considered accessories and are outside the scope of the NIJ CTP.

APEX™ SYSTEM Carriers			
APEX™ Carrier			
1363581	APEX™ System Carrier	6833	\$275.00
<i>Available Colors: Black, Navy and White</i>			

IMPAC™ Stand-Alone SPECIAL THREAT PLATES			
IMPAC™ HT (Handgun Threats)			
1001618	IMPAC™ HT 5X7 Single Curve Rectangle	N/A	\$220.00
1003599	IMPAC™ HTF 5X7 Single Curve Rectangle Female	N/A	\$220.00
1001628	IMPAC™ HT 5X8 Single Curve Rectangle	N/A	\$220.00
1348958	IMPAC™ HTF 5X8 Single Curve Rectangle Female	N/A	\$220.00

Part Number Description		NIJ Model Style No.	2025 MSRP
IMPAC™ Stand-Alone SPECIAL THREAT PLATES			
IMPAC™ HT1 (Handgun Threat/Spike 1)			
1168057	IMPAC™ HT1F 5X7 Single Curve Rectangle Female	N/A	\$245.00
1176149	IMPAC™ HT1 5X7 Single Curve Rectangle	N/A	\$245.00
1168055	IMPAC™ HT1 5X8 Single Curve Rectangle	N/A	\$245.00
IMPAC™ CT/DT (Corrections/Duty Threats)			
1154462	IMPAC™ CTD 5X7 Single Curve Rectangle	N/A	\$145.00
1154463	IMPAC™ CTD 5X8 Single Curve Rectangle	N/A	\$150.00
IMPAC™ MT (Multi-Threats)			
1001620	IMPAC™ MT 5X7 Single Curve Rectangle	N/A	\$255.00
1001632	IMPAC™ MT 5X8 Single Curve Rectangle	N/A	\$255.00
TRAUMA PLATES - SOFT			
1220916-57	HARDWIRE® Trauma Plate, 5" X 7"	N/A	\$95.00
1220916-58	HARDWIRE® Trauma Plate, 5" X 8"	N/A	\$95.00
1346126-57	MATRIX® Soft Trauma Plate, 5" X 7"	N/A	\$95.00
1346126-58	MATRIX® Soft Trauma Plate, 5" X 8"	N/A	\$95.00
1220902-57	Soft Trauma Plate, 5" X 7"	N/A	\$55.00
1220902-58	Soft Trauma Plate, 5" X 8"	N/A	\$55.00
ACCESSORIES			
SIZING VESTS			
1364422	SBA APEX Sizing Kit	6974	\$1,260.00
Must Specify Male or Female Kit when Ordering			

HYPERX™ TACTICAL SYSTEM



Part Number	Description	NIJ Model Style No.	2025 MSRP
HYPERX™ HYBRID TACTICAL SYSTEM			

HYPERX™ Hybrid Tactical Carrier System (Includes: Front and Back Platform, Shoulder Straps, T-Bar Attachment, Interchangeable Closure System, Cummerbund)

1354120	HYPERX™ HYBRID, AWS, T-Bar Attach, Interchangeable FirstSpear® Tubes™ & Velcro® Closure	6825	\$1,065.00
1355851	HYPERX™ HYBRID, AWS, Quick Clip Attach, Interchangeable FirstSpear® Tubes™ & Velcro® Closure	6825	\$1,090.00

Designed for use with ICW Plates and Soft Armor. See Plate Options Below
Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

HYPERX™ Hybrid BALLISTIC PANEL INSERTS (Includes: Front and Ballistic Panels)

1366451	NEW HYPERX™ HYBRID Ballistic Panel Array, HARDWIRE® 57 Level IIIA	BA-3A00S-HW01	\$1,445.00
1366452	NEW HYPERX™ HYBRID Ballistic Panel Array, SX™HP Level IIIA	BA-3A00S-SXHP	\$1,400.00
1354683	HYPERX™ HYBRID Ballistic Panel Array, HARDWIRE® 51 Level II	HW-2019-05-SB	\$1,135.00
1354672	HYPERX™ HYBRID Ballistic Panel Array, HARDWIRE® 68 Level IIIA	HW-2019-01-SB	\$1,400.00
1354699	HYPERX™ HYBRID Ballistic Panel Array, SX™ Level II	BA-2000S-SX02	\$1,070.00
1354701	HYPERX™ HYBRID Ballistic Panel Array, SX™ Level IIIA	BA-3A00S-SX02	\$1,400.00

HyperX™ Tactical System Front and Back Ballistic Panels are NIJ 0101.06 Compliant subject to the Limited Coverage Designation

HYPERX™ STAND ALONE TACTICAL SYSTEM

HYPERX™ Stand Alone Plate Tactical System (Includes: Front and Back Platform, Shoulder Straps, Interchangeable Closure System, Placard, Cummerbund)

1355920	HYPERX™ STAND ALONE, AWS, T-Bar Attach, Interchangeable FirstSpear® Tubes™ & Velcro® Closure	6867	\$1,035.00
1356120	HYPERX™ STAND ALONE, AWS, Quick Clip Attach, Interchangeable FirstSpear® Tubes™ & Velcro® Closure	6867	\$1,065.00

Use ICW Plates When Using Soft Armor. See Plate Options Below | Compatible with ALL Stand Alone Plate Options Without Soft Armor. See Hard Armor Price List for Details
Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

HYPERX™ Stand Alone BALLISTIC PANEL INSERTS (Includes: Front and Ballistic Panels)

1366372	NEW PLATE BACKER Ballistic Panel Array, HARDWIRE® 57 Level IIIA	BA-3A00S-HW01	\$1,295.00
1366809	NEW PLATE BACKER Ballistic Panel Array, SX™HP Level IIIA	BA-3A00S-SXHP	\$1,295.00
1354533	PLATE BACKER Ballistic Panel Array, HARDWIRE® 51 Level II	HW-2019-05-SB	\$1,005.00
1354534	PLATE BACKER Ballistic Panel Array, HARDWIRE® 68 Level IIIA	HW-2019-01-SB	\$1,295.00
1354537	PLATE BACKER Ballistic Panel Array, SX™ Level II	BA-2000S-SX02	\$1,005.00
1354531	PLATE BACKER Ballistic Panel Array, SX™ Level IIIA	BA-3A00S-SX02	\$1,295.00

HyperX™ Tactical System Front and Back Ballistic Panels are NIJ 0101.06 Compliant subject to the Limited Coverage Designation

HYPERX™ FULL COVERAGE TACTICAL SYSTEM

HYPERX™ Full Coverage Tactical Carrier System (Includes: Front and Back Platform, Shoulder Straps, Interchangeable Closure System, Placard, Cummerbund)

1362222	HYPERX™ FULL COVERAGE, AWS, T-Bar Attach, Interchangeable FirstSpear® Tubes™ & Velcro® Closure	6862	\$1,090.00
1362222	HYPERX™ FULL COVERAGE, AWS, Quick Clip Attach, Interchangeable FirstSpear® Tubes™ & Velcro® Closure	6862	\$1,120.00

Designed for use with ICW Plates and Soft Armor. See Plate Options Below
Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

HYPERX™ Full Coverage BALLISTIC PANEL INSERTS (Includes: Front and Ballistic Panels)

1366374	NEW HYPERX™ FC Ballistic Panel Array, HARDWIRE® 57 Level IIIA	BA-3A00S-HW01	\$1,865.00
1366453	NEW HYPERX™ FC Ballistic Panel Array, SX™HP Level IIIA	BA-3A00S-SXHP	\$1,725.00
1361342	HYPERX™ FC Ballistic Panel Array, HARDWIRE® 51 Level II	HW-2019-05-SB	\$1,460.00
1361340	HYPERX™ FC Ballistic Panel Array, HARDWIRE® 68 Level IIIA	HW-2019-01-SB	\$1,810.00
1361346	HYPERX™ FC Ballistic Panel Array, SX™ Level II	BA-2000S-SX02	\$1,295.00
1361344	HYPERX™ FC Ballistic Panel Array, SX™ Level IIIA	BA-3A00S-SX02	\$1,725.00

HyperX™ Tactical System Front and Back Ballistic Panels are NIJ 0101.06 Compliant subject to the Limited Coverage Designation

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HYPERX™ TACTICAL SYSTEM BALLISTIC ACCESSORIES

HYPERX™ NARROW 3" HEIGHT CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)

1366376	NEW HYPERX™ Narrow 3" Cumberbund Ballistic Panel Set, HARDWIRE® 57 Level IIIA	N/A	\$735.00
1366377	NEW HYPERX™ Narrow 3" Cumberbund Ballistic Panel Set, SX™HP Level IIIA	N/A	\$665.00
1355890	HYPERX™ Narrow 3" Cumberbund Ballistic Panel Set, HARDWIRE® 51 Level II	N/A	\$590.00
1355889	HYPERX™ Narrow 3" Cumberbund Ballistic Panel Set, HARDWIRE® 68 Level IIIA	N/A	\$735.00
1355997	HYPERX™ Narrow 3" Cumberbund Ballistic Panel Set, SX™ Level II	N/A	\$520.00
1355998	HYPERX™ Narrow 3" Cumberbund Ballistic Panel Set, SX™ Level IIIA	N/A	\$665.00

HYPERX™ STANDARD 5" HEIGHT CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)

1366378	NEW HYPERX™ Standard 5" Cumberbund Ballistic Panel Set, HARDWIRE® 57 Level IIIA	N/A	\$735.00
1366379	NEW HYPERX™ Standard 5" Cumberbund Ballistic Panel Set, SX™HP Level IIIA	N/A	\$665.00
1354688	HYPERX™ Standard 5" Cumberbund Ballistic Panel Set, HARDWIRE® 51 Level II	N/A	\$590.00
1354674	HYPERX™ Standard 5" Cumberbund Ballistic Panel Set, HARDWIRE® 68 Level IIIA	N/A	\$735.00
1354695	HYPERX™ Standard 5" Cumberbund Ballistic Panel Set, SX™ Level II	N/A	\$520.00
1354709	HYPERX™ Standard 5" Cumberbund Ballistic Panel Set, SX™ Level IIIA	N/A	\$665.00

HYPERX™ WIDE 6" HEIGHT CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)

1366380	NEW HYPERX™ Wide 6" Cumberbund Ballistic Panel Set, HARDWIRE® 57 Level IIIA	N/A	\$735.00
1366381	NEW HYPERX™ Wide 6" Cumberbund Ballistic Panel Set, SX™HP Level IIIA	N/A	\$665.00
1354686	HYPERX™ Wide 6" Cumberbund Ballistic Panel Set, HARDWIRE® 51 Level II	N/A	\$590.00
1354673	HYPERX™ Wide 6" Cumberbund Ballistic Panel Set, HARDWIRE® 68 Level IIIA	N/A	\$735.00
1354696	HYPERX™ Wide 6" Cumberbund Ballistic Panel Set, SX™ Level II	N/A	\$520.00
1354710	HYPERX™ Wide 6" Cumberbund Ballistic Panel Set, SX™ Level IIIA	N/A	\$665.00

HYPERX™ STANDARD EXTERNAL BALLISTIC SHOULDERS (Set of 2)

1366408	NEW HYPERX™ External Shoulders, HARDWIRE® 57 Level IIIA	6825	\$430.00
1366409	NEW HYPERX™ External Shoulders, SX™HP Level IIIA	6825	\$430.00
1354127	HYPERX™ External Shoulders, HARDWIRE® 51 Level II	6825	\$380.00
1354139	HYPERX™ External Shoulders, HARDWIRE® 68 Level IIIA	6825	\$430.00
1353987	HYPERX™ External Shoulders, SX™ Level II	6825	\$380.00
1354136	HYPERX™ External Shoulders, SX™ Level IIIA	6825	\$430.00

HYPERX™ WIDE EXTERNAL BALLISTIC SHOULDERS (Set of 2)

1366410	NEW HYPERX™ Wide External Shoulders, HARDWIRE® 57 Level IIIA	6862	\$515.00
1366411	NEW HYPERX™ Wide External Shoulders, SX™HP Level IIIA	6862	\$515.00
1362403	HYPERX™ Wide External Shoulders, HARDWIRE® 51 Level II	6862	\$405.00
1362404	HYPERX™ Wide External Shoulders, HARDWIRE® 68 Level IIIA	6862	\$515.00
1362405	HYPERX™ Wide External Shoulders, SX™ Level II	6862	\$405.00
1362406	HYPERX™ Wide External Shoulders, SX™ Level IIIA	6862	\$515.00

HYPERX™ BALLISTIC COLLAR

1366412	NEW HYPERX™ Collar, HARDWIRE® 57 Level IIIA	6825	\$380.00
1366413	NEW HYPERX™ Collar, SX™HP Level IIIA	6825	\$360.00
1354149	HYPERX™ Collar, HARDWIRE® 51 Level II	6825	\$320.00
1354150	HYPERX™ Collar, HARDWIRE® 68 Level IIIA	6825	\$380.00
1354151	HYPERX™ Collar, SX™ Level II	6825	\$310.00
1354152	HYPERX™ Collar, SX™ Level IIIA	6825	\$360.00

HYPERX™ BALLISTIC THROAT

1366414	NEW HYPERX™ Throat, HARDWIRE® 57 Level IIIA	6931	\$320.00
1366415	NEW HYPERX™ Throat, SX™HP Level IIIA	6931	\$295.00
1362393	HYPERX™ Throat, HARDWIRE® 51 Level II	6931	\$290.00
1362395	HYPERX™ Throat, HARDWIRE® 68 Level IIIA	6931	\$320.00
1362392	HYPERX™ Throat, SX™ Level II	6931	\$255.00
1362394	HYPERX™ Throat, SX™ Level IIIA	6931	\$295.00

HYPERX™ TACTICAL SYSTEM



Part Number Description NIJ Model | Style No.

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HYPERX™ TACTICAL SYSTEM BALLISTIC ACCESSORIES

BALLISTIC QUICK DISCONNECT STRUCTURED UPPER ARMS

1366416	NEW HYPERX™ FST Structured Upper Arm, HARDWIRE® 57 Level IIIA	6869	\$1,245.00
1366417	NEW HYPERX™ FST Structured Upper Arm, SX™HP Level IIIA	6869	\$1,080.00
1361604	HYPERX™ G3 FST Structured Upper Arm, HARDWIRE® 51 Level II	6869	\$1,080.00
1361603	HYPERX™ G3 FST Structured Upper Arm, HARDWIRE® 68 Level IIIA	6869	\$1,245.00
1361601	HYPERX™ G3 FST Structured Upper Arm, SX™ Level II	6869	\$920.00
1361600	HYPERX™ G3 FST Structured Upper Arm, SX™ Level IIIA	6869	\$1,080.00

HYPERX™ BALLISTIC LOWER ABDOMEN / SPINE (Single Unit)

1366418	NEW HYPERX™ Lower Abdomen / Spine, AWS, HARDWIRE® 57 Level IIIA	6825	\$320.00
1366419	NEW HYPERX™ Lower Abdomen / Spine, AWS, SX™HP Level IIIA	6825	\$320.00
1354129	HYPERX™ Lower Abdomen / Spine, AWS, HARDWIRE® 51 Level II	6825	\$300.00
1353988	HYPERX™ Lower Abdomen / Spine, AWS, HARDWIRE® 68 Level IIIA	6825	\$320.00
1354133	HYPERX™ Lower Abdomen / Spine, AWS, SX™ Level II	6825	\$300.00
1354137	HYPERX™ Lower Abdomen / Spine, AWS, SX™ Level IIIA	6825	\$320.00

HYPERX™ BALLISTIC GROIN PROTECTOR

1366420	NEW HYPERX™ Groin Protector, HARDWIRE® 57 Level IIIA	6825	\$490.00
1366421	NEW HYPERX™ Groin Protector, SX™HP Level IIIA	6825	\$430.00
1354130	HYPERX™ Groin Protector, HARDWIRE® 51 Level II	6825	\$430.00
1353989	HYPERX™ Groin Protector, HARDWIRE® 68 Level IIIA	6825	\$490.00
1354134	HYPERX™ Groin Protector, SX™ Level II	6825	\$380.00
1354138	HYPERX™ Groin Protector, SX™ Level IIIA	6825	\$430.00

Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

HYPERX™ Cammeround and Accessory Ballistic Panels are considered accessories and are priced at the same rate as the plates.

TYPE III ICW PLATES FOR HYPERX™ TACTICAL SYSTEM

IMPAC™ P1

1347563	IMPAC™ P1 Special Threat ICW 8.75X11.75 Multi Curve SAPI Small	N/A	\$1,250.00
1347564	IMPAC™ P1 Special Threat ICW 9.5X12.5 Multi Curve SAPI Medium	N/A	\$1,250.00
1347565	IMPAC™ P1 Special Threat ICW 10.25X13.25 Multi Curve SAPI Large	N/A	\$1,330.00
1347566	IMPAC™ P1 Special Threat ICW 11X14 Multi Curve SAPI Xlarge	N/A	\$1,610.00
1347567	IMPAC™ P1 Special Threat ICW 10X12 Multi Curve Shooters Cut	N/A	\$1,250.00
1347569	IMPAC™ P1 Special Threat ICW 8X10 Multi Curve Shooters Cut	N/A	\$945.00
1347570	IMPAC™ P1 Special Threat ICW 6X6 Single Curve Square	N/A	\$545.00

IMPAC™ C1

1347559	IMPAC™ C1 Special Threat ICW 8.75X11.75 Multi Curve SAPI Small	N/A	\$760.00
1347560	IMPAC™ C1 Special Threat ICW 9.5X12.5 Multi Curve SAPI Medium	N/A	\$850.00
1347561	IMPAC™ C1 Special Threat ICW 10.25X13.25 Multi Curve SAPI Large	N/A	\$885.00
1347562	IMPAC™ C1 Special Threat ICW 11X14 Multi Curve SAPI Xlarge	N/A	\$1,155.00
1347534	IMPAC™ C1 Special Threat ICW 10X12 Multi Curve Shooters Cut	N/A	\$820.00
1347538	IMPAC™ C1 Special Threat ICW 8X10 Multi Curve Shooters Cut	N/A	\$685.00
1347537	IMPAC™ C1 Special Threat ICW 6X6 Single Curve Square	N/A	\$525.00

HARDWIRE 2023 RF1

1363025	Hardwire® RF1 Type III ICW 7.25X11.5 SAPI Xsmall	N/A	\$1,115.00
1363026	Hardwire® RF1 Type III ICW 8.75X11.75 SAPI Small	N/A	\$1,230.00
1363027	Hardwire® RF1 Type III ICW 9.5X12.5 SAPI Medium	N/A	\$1,325.00
1363028	Hardwire® RF1 Type III ICW 10.25X13.25 SAPI Large	N/A	\$1,470.00
1363029	Hardwire® RF1 Type III ICW 11X14 SAPI XLarge	N/A	\$1,630.00
1363427	Hardwire® RF1 Type III ICW 10X12 Multi Curve Shooters Cut	N/A	\$1,325.00
1365708	Hardwire® RF1 Type III ICW 8X10 Multi Curve Shooters Cut	N/A	\$1,140.00

HYPERX™ TACTICAL SYSTEM



Part Number	Description	NIJ Model Style No.
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TYPE III ICW PLATES FOR HYPERX™ TACTICAL SYSTEM

HARDWARE® 2023 RF2

1363030	Hardwire® RF2 Type III+ ICW 7.25X11.5 SAPI Xsmall	N/A	\$905.00
1363031	Hardwire® RF2 Type III+ ICW 8.75X11.75 SAPI Small	N/A	\$975.00
1363032	Hardwire® RF2 Type III+ ICW 9.5X12.5 SAPI Medium	N/A	\$1,045.00
1363033	Hardwire® RF2 Type III+ ICW 10.25X13.25 SAPI Large	N/A	\$1,135.00
1363034	Hardwire® RF2 Type III+ ICW 11X14 SAPI XLarge	N/A	\$1,235.00
1363428	Hardwire® RF2 Type III+ ICW 10X12 Multi Curve Shooters Cut	N/A	\$1,045.00
1365435	Hardwire® RF2 Type III+ ICW 8X10 Multi Curve Shooters Cut	N/A	\$920.00

HYPERX™ TACTICAL SYSTEM NON-BALLISTIC ACCESSORIES

HYPERX™ ZIP-ON BACK AWS PLATFORM

1354719	HYPERX™ AWS Zip-On Back AWS Placard	6825	\$140.00
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HYPERX™ NON BALLISTIC SHOULDER PADS (Set of 2)

1355974	Non Ballistic Shoulder Pads - Standard Width	6844	\$115.00
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HYPERX™ FRONT ATTACH PLACARDS

1355436	HYPERX™ Front AWS T-Bar Attach Placard	6825	\$85.00
1355440	HYPERX™ Front AWS Quick Clip Attach Placard	6855	\$85.00
1356378	HYPERX™ Front AWS Short Triple M4 Short T-Bar Attach Placard	6857S	\$130.00
1356379	HYPERX™ Front AWS Short Triple M4 Short Quick Clip Attach Placard	6854S	\$130.00
1356381	HYPERX™ Front AWS Short Dual M4 Utility/Medic T-Bar Attach Placard	6871S	\$140.00
1356383	HYPERX™ Front AWS Short Dual M4 Utility/Medic Quick Clip Attach Placard	6872S	\$140.00

Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

HYPERX™ ID PATCH - LARGE 8.5" X 3"

1223589-L	ID Patch, Cordura, Heat Transfer	6815	\$15.00
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Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

HYPERX™ ID PATCH - SMALL 5.5" X 3"

1223589-S	ID Patch, Rifle Retention, Heat Transfer	6815	\$15.00
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Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

HYPERX™ RADIO / MAGAZINE POUCH Right & Left Kit

1362458	HYPERX™ Radio/Magazine Pouch, Velcro® Attachment, Right & Left Kit	6825	\$130.00
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Available Colors: Black, Coyote Brown, and Wolf Grey

Pouch Kit Colors:

Black and Dark Navy use Black Color | Tactical Green, Ranger Green, Coyote Brown, Tan 499 and Multi-Cam® use Coyote Brown Color | Wolf Grey use Wolf Grey Color

HYPERX™ SIZING VEST KIT (Sizing Vest Carrier and 3 Sizing Cummerbunds)

1356012	HyperX Sizing Kit	6860	\$580.00
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FAV™ G3+ TACTICAL SYSTEM



Part Number	Description	NIJ Model Style No.
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2025 MSRP

FAV™ G3+ SAPI SIZING AND SAPI SIZED PLATE POCKETS

NEW FAV™ G3+ CARRIER SYSTEMS

1361978	NEW FAV™ G3+ AWS Placard, AWS T-Bar, Interchangeable FirstSpear® Tubes™ & Velcro® Closure	6851	\$1,270.00
1361978	NEW FAV™ G3+ AWS Placard, AWS Quick Clip, Interchangeable FirstSpear® Tubes™ & Velcro® Closure	6851	\$1,295.00

Available with Single Flap or Dual Flap - Must Specify When Ordering

Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

IMPORTANT: MUST ORDER BOTH THE BALLISTIC PANEL INSERTS AND CUMMERBUND BALLISTIC INSERTS

NEW FAV™ G3+ BALLISTIC PANEL INSERTS (Includes: Front and Back Ballistic Panels)

1366335	NEW FAV™ G3+ Ballistic Panel Array, HARDWIRE® 57 Level IIIA	BA-3A00S-HW01	\$2,655.00
1366336	NEW FAV™ G3+ Ballistic Panel Array, SX™HP Level IIIA	BA-3A00S-SXHP	\$2,335.00
1354507	NEW FAV™ G3+ Ballistic Panel Array, HARDWIRE® 51 Level II	HW-2019-05-SB	\$2,155.00
1354506	NEW FAV™ G3+ Ballistic Panel Array, HARDWIRE® 68 Level IIIA	HW-2019-01-SB	\$2,595.00
1354512	NEW FAV™ G3+ Ballistic Panel Array, SX™ Level II	BA-2000S-SX02	\$1,815.00
1354504	NEW FAV™ G3+ Ballistic Panel Array, SX™ Level IIIA	BA-3A00S-SX02	\$2,335.00

NEW FAV™ G3+ CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)

1366337	NEW FAV™ G3+ Cummerbund Ballistics, HARDWIRE® 57 Level IIIA	N/A	\$840.00
1366338	NEW FAV™ G3+ Cummerbund Ballistics, SX™HP Level IIIA	N/A	\$750.00
1361988	NEW FAV™ G3+ Cummerbund Ballistics, HARDWIRE® 51 Level II	N/A	\$715.00
1361987	NEW FAV™ G3+ Cummerbund Ballistics, HARDWIRE® 68 Level IIIA	N/A	\$840.00
1361991	NEW FAV™ G3+ Cummerbund Ballistics, SX™ Level II	N/A	\$625.00
1361985	NEW FAV™ G3+ Cummerbund Ballistics, SX™ Level IIIA	N/A	\$750.00

FAV™ G3+ Tactical System Front and Back Ballistic Panels are NOT NIJ Certified. They are Listed On Agency Designation

FAV™ G3+ Cummerbund Ballistic Panels are considered accessories and are outside the scope of the NIJ CTP

FAV™ G3+ BALLISTIC ACCESSORIES

FAV™ G3+ BALLISTIC SHOULDER INSERTS (Set of 2)

1366339	NEW FAV™ G3+ Shoulder Ballistics, HARDWIRE® 57 Level IIIA	N/A	\$475.00
1366340	NEW FAV™ G3+ Shoulder Ballistics, SX™HP Level IIIA	N/A	\$475.00
1351934	FAV™ G3+ Shoulder Ballistics, HARDWIRE® 51 Level II	N/A	\$425.00
1351921	FAV™ G3+ Shoulder Ballistics, HARDWIRE® 68 Level IIIA	N/A	\$475.00
1351974	FAV™ G3+ Shoulder Ballistics, SX™ Level II	N/A	\$425.00
1351173	FAV™ G3+ Shoulder Ballistics, SX™ Level IIIA	N/A	\$475.00

THE FOLLOWING HYPERX™ BALLISTIC ACCESSORIES ALSO WORK WITH THE FAV™ G3+

HYPERX™ BALLISTIC COLLAR

1366412	NEW HYPERX™ Collar, HARDWIRE® 57 Level IIIA	6825	\$380.00
1366413	NEW HYPERX™ Collar, SX™HP Level IIIA	6825	\$360.00
1354149	HYPERX™ Collar, HARDWIRE® 51 Level II	6825	\$320.00
1354150	HYPERX™ Collar, HARDWIRE® 68 Level IIIA	6825	\$380.00
1354151	HYPERX™ Collar, SX™ Level II	6825	\$310.00
1354152	HYPERX™ Collar, SX™ Level IIIA	6825	\$360.00

HYPERX™ BALLISTIC THROAT

1366414	NEW HYPERX™ Throat, HARDWIRE® 57 Level IIIA	6931	\$320.00
1366415	NEW HYPERX™ Throat, SX™HP Level IIIA	6931	\$295.00
1362393	HYPERX™ Throat, HARDWIRE® 51 Level II	6931	\$290.00
1362395	HYPERX™ Throat, HARDWIRE® 68 Level IIIA	6931	\$320.00
1362392	HYPERX™ Throat, SX™ Level II	6931	\$255.00
1362394	HYPERX™ Throat, SX™ Level IIIA	6931	\$295.00

FAV™ G3+ TACTICAL SYSTEM



Part Number	Description	NIJ Model Style No.
FAV™ G3+ BALLISTIC ACCESSORIES		

2025 MSRP

BALLISTIC QUICK DISCONNECT STRUCTURED UPPER ARMS

1366416	NEW HYPERX™ FST Structured Upper Arm, HARDWIRE® 57 Level IIIA	6931	\$1,245.00
1366417	NEW HYPERX™ FST Structured Upper Arm, SX™HP Level IIIA	6931	\$1,080.00
1361604	HYPERX™ G3 FST Structured Upper Arm, HARDWIRE® 51 Level II	6869	\$1,080.00
1361603	HYPERX™ G3 FST Structured Upper Arm, HARDWIRE® 68 Level IIIA	6869	\$1,245.00
1361601	HYPERX™ G3 FST Structured Upper Arm, SX™ Level II	6869	\$920.00
1361600	HYPERX™ G3 FST Structured Upper Arm, SX™ Level IIIA	6869	\$1,080.00

HYPERX™ BALLISTIC LOWER ABDOMEN / SPINE (Single Unit)

1366418	NEW HYPERX™ Lower Abdomen / Spine, Advanced Webless System, HARDWIRE® 57 Level IIIA	6825	\$320.00
1366419	NEW HYPERX™ Lower Abdomen / Spine, Advanced Webless System, SX™HP Level IIIA	6825	\$320.00
1354129	HYPERX™ Lower Abdomen / Spine, Advanced Webless System, HARDWIRE® 51 Level II	6825	\$300.00
1353988	HYPERX™ Lower Abdomen / Spine, Advanced Webless System, HARDWIRE® 68 Level IIIA	6825	\$320.00
1354133	HYPERX™ Lower Abdomen / Spine, Advanced Webless System, SX™ Level II	6825	\$300.00
1354137	HYPERX™ Lower Abdomen / Spine, Advanced Webless System, SX™ Level IIIA	6825	\$320.00

HYPERX™ BALLISTIC GROIN PROTECTOR

1366420	NEW HYPERX™ Groin Protector, HARDWIRE® 57 Level IIIA	6825	\$490.00
1366421	NEW HYPERX™ Groin Protector, SX™HP Level IIIA	6825	\$430.00
1354130	HYPERX™ Groin Protector, HARDWIRE® 51 Level II	6825	\$430.00
1353989	HYPERX™ Groin Protector, HARDWIRE® 68 Level IIIA	6825	\$490.00
1354134	HYPERX™ Groin Protector, SX™ Level II	6825	\$380.00
1354138	HYPERX™ Groin Protector, SX™ Level IIIA	6825	\$430.00

Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

FAV™ G3+ Cummerbunds and Accessory Ballistic Panels are optional accessories and are outside the scope of the FAL CTP

FAV™ G3+ NON-BALLISTIC ACCESSORIES

THE FOLLOWING HYPERX™ BALLISTIC ACCESSORIES ALSO WORK WITH THE FAV™ G3+

HYPERX™ ZIP-ON BACK AWS PLATFORM

1354719	HYPERX™ AWS Zip-On Back AWS Placard	6825	\$140.00
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HYPERX™ FRONT ATTACH PLACARDS

1355436	HYPERX™ Front AWS T-Bar Attach Placard	6825	\$85.00
1355440	HYPERX™ Front AWS Quick Clip Attach Placard	6855	\$85.00
1356378	HYPERX™ Front AWS Short Triple M4 Short T-Bar Attach Placard	6857S	\$130.00
1356379	HYPERX™ Front AWS Short Triple M4 Short Quick Clip Attach Placard	6854S	\$130.00
1356381	HYPERX™ Front AWS Short Dual M4 Utility/Medic T-Bar Attach Placard	6871S	\$140.00
1356383	HYPERX™ Front AWS Short Dual M4 Utility/Medic Quick Clip Attach Placard	6872S	\$140.00

Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

FAV™ G3 SIZING VEST KIT (Sizing Vest Carrier and 3 Sizing Cummerbunds)

1353721	FAV™ G3 Sizing Vest Kit	6828	\$620.00
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TACTICAL VESTS

Part NumberDescriptionNIJ Model Style No.				2025 MSRP
FAV™ G3 SAPI SIZING AND SAPI SIZED PLATE POCKETS				
FAV™ G3 CARRIER SYSTEMS				
1352362	FAV™ G3 Traditional Modular Webbing, Kngr Pkt, Interchangeable FirstSpear® Tubes™ & Velcro® Closures	6801		\$1,115.00
Available with Single Flap or Dual Flap - Must Specify When Ordering				
Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®				
IMPORTANT: MUST ORDER BOTH THE BALLISTIC PANEL INSERTS AND CUMMERBUND BALLISTIC INSERTS				
FAV™ G3 BALLISTIC PANEL INSERTS (Includes: Front and Back Ballistic Panels)				
1354505	FAV™ G3 Ballistic Panel Array, MATRIX® Level IIIA	BA-3A00S-MR02		\$1,340.00
FAV™ G3 CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)				
1351596	FAV™ G3 Cummerbund Ballistics, MATRIX® Level IIIA	N/A		\$455.00
FAV™ G3 Tactical System Front and Back Ballistic Panels are NIJ 0101.06 Compliant subject to the Limited Coverage Designation				
FAV™ G3 Cummerbund Ballistic Panels are non-compliant accessories and are considered outside the scope of the NIJ CTP				
FAV G3™ BALLISTIC ACCESSORIES				
FAV™ G3 BALLISTIC SHOULDER INSERTS (Set of 2)				
1351597	FAV™ G3 Shoulder Ballistics, MATRIX® Level IIIA	N/A		\$340.00
FAV™ G3 BALLISTIC COLLAR				
1351743	FAV™ G3 Ballistic Collar, Matrix® Level IIIA	6731		\$400.00
FAV™ G3 THROAT				
1351734	G3 Throat, MATRIX® Level IIIA	6770		\$265.00
FAV™ G3 STRUCTURED UPPER ARMS				
1351735	G3 Structured Upper Arms, MATRIX® Level IIIA	6771		\$645.00
FAV™ G3 LOWER ABDOMEN / SPINE (Single Unit)				
1352513	G3 Lower Abdomen / Spine, Traditional Modular Webbing, MATRIX® Level IIIA	6818		\$245.00
FAV™ G3 ENHANCED GROIN				
1352516	G3 Enhanced Groin, Traditional Modular Webbing, MATRIX® Level IIIA	6819		\$485.00
FAV™ G3 STANDARD GROIN				
1351737	G3 Standard Groin, MATRIX® Level IIIA	6808		\$285.00
Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®				
Accessory Ballistic Panels are considered outside the scope of the NIJ CTP				
FAV™ G3 NON-BALLISTIC ACCESSORIES				
FAV™ G3 Sizing Vest Kit (Sizing Vest Carrier and 3 Sizing Cummerbunds)				
1353721	FAV™ G3 Sizing Vest Kit	6828		\$620.00
BARK-9™ K9 VEST				
BARK-9 CARRIER SYSTEM				
1346114	Bark-9™ Canine Platform, Velcro® Brand Closure	N/A		\$220.00
Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®				
BARK-9 BALLISTIC PANEL INSERTS (Includes: Front and Back Panels)				
1220824	Bark-9™ Ballistics, XTREME® Level II	N/A		\$1,850.00
1220825	Bark-9™ Ballistics, XTREME® Level IIIA	N/A		\$2,230.00
1223996	Bark-9™ Ballistics, MATRIX® Level II	N/A		\$1,505.00
1223995	Bark-9™ Ballistics, MATRIX® Level IIIA	N/A		\$1,650.00

PLATE RACK SYSTEMS



Part Number	Description	NIJ Model	Style No.
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SHIFT 360™ G3 - SAPI SIZING AND SAPI SIZED PLATE POCKETS

SHIFT 360™ G3 CARRIER SYSTEMS

1354773	SHIFT 360™ G3 SAPI Advanced Webless System, Kangaroo Pkt, Velcro® Brand Closure	6803	\$965.00
1354776	SHIFT 360™ G3 SAPI Traditional Modular Webbing, Kangaroo Pkt, Velcro® Brand Closure	6817	\$850.00

Available with Single Flap or Dual Flap - Must Specify When Ordering

Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

SHIFT 360™ G3 BALLISTIC PANEL INSERTS (Includes: Front and Back Ballistic Panels)

1366372	NEW SHIFT 360™ G3 Ballistic Panel Array, HARDWARE® 57 Level IIIA	BA-3A00S-HW01	\$1,295.00
1366809	NEW SHIFT 360™ G3 Ballistic Panel Array, SX™HP Level IIIA	BA-3A00S-SXHP	\$1,295.00
1354533	SHIFT 360™ G3 Ballistic Panel Array, HARDWARE® 51 Level II	HW-2019-05-SB	\$1,005.00
1354534	SHIFT 360™ G3 Ballistic Panel Array, HARDWARE® 68 Level IIIA	HW-2019-01-SB	\$1,295.00
1354537	SHIFT 360™ G3 Ballistic Panel Array, SX™ Level II	BA-2000S-SX02	\$1,005.00
1354531	SHIFT 360™ G3 Ballistic Panel Array, SX™ Level IIIA	BA-3A00S-SX02	\$1,295.00
1354535	SHIFT 360™ G3 Ballistic Panel Array, XTREME® Level II	BA-2000S-XT03	\$960.00
1354536	SHIFT 360™ G3 Ballistic Panel Array, XTREME® Level IIIA	BA-3A00S-XT03	\$1,195.00
1354538	SHIFT 360™ G3 Ballistic Panel Array, MATRIX® Level II	BA-2000S-MR02	\$825.00
1354532	SHIFT 360™ G3 Ballistic Panel Array, MATRIX® Level IIIA	BA-3A00S-MR02	\$900.00

SHIFT 360™ Front and Back Ballistic Panels are NIJ Grade 06 Compliance and subject to the Limited Coverage Designation

SHIFT 360™ G3 BALLISTIC ACCESSORIES

SHIFT 360™ G3 CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)

1366341	NEW SHIFT 360™ G3 Cummerbund Ballistics, HARDWARE® 57 Level IIIA	N/A	\$1,025.00
1366342	NEW SHIFT 360™ G3 Cummerbund Ballistics, SX™HP IIIA	N/A	\$875.00
1351937	SHIFT 360™ G3 Cummerbund Ballistics, HARDWARE® 51 Level II	N/A	\$815.00
1351922	SHIFT 360™ G3 Cummerbund Ballistics, HARDWARE® 68 Level IIIA	N/A	\$1,000.00
1351977	SHIFT 360™ G3 Cummerbund Ballistics, SX™ Level II	N/A	\$710.00
1351168	SHIFT 360™ G3 Cummerbund Ballistics, SX™ Level IIIA	N/A	\$875.00
1351963	SHIFT 360™ G3 Cummerbund Ballistics, XTREME® Level II	N/A	\$705.00
1351970	SHIFT 360™ G3 Cummerbund Ballistics, XTREME® Level IIIA	N/A	\$770.00
1351984	SHIFT 360™ G3 Cummerbund Ballistics, MATRIX® Level II	N/A	\$610.00
1351598	SHIFT 360™ G3 Cummerbund Ballistics, MATRIX® Level IIIA	N/A	\$630.00

SHIFT 360™ G3 BALLISTIC COLLAR

1366429	NEW SHIFT 360™ G3 Ballistic Collar, HARDWARE® 57 Level IIIA	6806	\$560.00
1366430	NEW SHIFT 360™ G3 Ballistic Collar, SX™HP Level IIIA	6806	\$475.00
1352015	SHIFT 360™ G3 Ballistic Collar, HARDWARE® 68 Level IIIA	6806	\$540.00
1351326	SHIFT 360™ G3 Ballistic Collar, SX™ Level IIIA	6806	\$475.00
1351742	SHIFT 360™ G3 Ballistic Collar, MATRIX® Level IIIA	6806	\$380.00

SHIFT 360™ G3 EXTERNAL SHOULDER BALLISTICS (Set of 2)

1366431	NEW SHIFT 360™ G3 Shoulder Ballistics, HARDWARE® 57 Level IIIA	6754	\$585.00
1366432	NEW SHIFT 360™ G3 Shoulder Ballistics, SX™HP Level IIIA	6754	\$570.00
1352012	SHIFT 360™ G3 Shoulder Ballistics, HARDWARE® 68 Level IIIA	6754	\$585.00
1351323	SHIFT 360™ G3 Shoulder Ballistics, SX™ Level IIIA	6754	\$570.00
1351739	SHIFT 360™ G3 Shoulder Ballistics, MATRIX® Level IIIA	6754	\$500.00

SHIFT 360™ G3 THROAT

1366433	NEW G3 Throat, HARDWARE® 57 Level IIIA	6770	\$405.00
1366434	NEW G3 Throat, SX™HP Level IIIA	6770	\$390.00
1352007	G3 Throat, HARDWARE® 68 Level IIIA	6770	\$405.00
1351312	G3 Throat, SX™ Level IIIA	6770	\$390.00
1351734	G3 Throat, MATRIX® Level IIIA	6770	\$265.00

PLATE RACK SYSTEMS

Part Number	Description	NIJ Model Style No.
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SHIFT 360™ G3 BALLISTIC ACCESSORIES

SHIFT 360™ G3 STRUCTURED UPPER ARMS

1366435	NEW G3 Structured Upper Arms, HARDWARE® 57 Level IIIA	6771	\$1,245.00
1366436	NEW G3 Structured Upper Arms, SX™HP Level IIIA	6771	\$1,075.00
1352008	G3 Structured Upper Arms, HARDWARE® 68 Level IIIA	6771	\$1,245.00
1351314	G3 Structured Upper Arms, SX™ Level IIIA	6771	\$1,075.00
1351735	G3 Structured Upper Arms, MATRIX® Level IIIA	6771	\$645.00

SHIFT 360™ G3 LOWER ABDOMEN / SPINE (Single Unit)

1366437	NEW G3 Lower Abdomen / Spine, Advanced Webless System, HARDWARE® 57 Level IIIA	6807	\$505.00
1366438	NEW G3 Lower Abdomen / Spine, Advanced Webless System, SX™HP Level IIIA	6807	\$425.00
1352009	G3 Lower Abdomen / Spine, Advanced Webless System, HARDWARE® 68 Level IIIA	6807	\$505.00
1351317	G3 Lower Abdomen / Spine, Advanced Webless System, SX™ Level IIIA	6807	\$425.00
1351736	G3 Lower Abdomen / Spine, Advanced Webless System, MATRIX® Level IIIA	6807	\$335.00
1366439	NEW G3 Lower Abdomen / Spine, Traditional Modular Webbing, HARDWARE® 57 Level IIIA	6818	\$485.00
1366440	NEW G3 Lower Abdomen / Spine, Traditional Modular Webbing, SX™HP Level IIIA	6818	\$380.00
1352515	G3 Lower Abdomen / Spine, Traditional Modular Webbing, HARDWARE® 68 Level IIIA	6818	\$485.00
1352514	G3 Lower Abdomen / Spine, Traditional Modular Webbing, SX™ Level IIIA	6818	\$380.00
1352513	G3 Lower Abdomen / Spine, Traditional Modular Webbing, MATRIX® Level IIIA	6818	\$245.00

SHIFT 360™ G3 ENHANCED GROIN

1366441	NEW G3 Enhanced Groin, Advanced Webless System, HARDWARE® 57 Level IIIA	6805	\$815.00
1366442	NEW G3 Enhanced Groin, Advanced Webless System, SX™HP Level IIIA	6805	\$780.00
1352011	G3 Enhanced Groin, Advanced Webless System, HARDWARE® 68 Level IIIA	6805	\$815.00
1351322	G3 Enhanced Groin, Advanced Webless System, SX™ Level IIIA	6805	\$780.00
1351738	G3 Enhanced Groin, Advanced Webless System, MATRIX® Level IIIA	6805	\$625.00
1366443	NEW G3 Enhanced Groin, Traditional Modular Webbing, HARDWARE® 57 Level IIIA	6819	\$780.00
1366444	NEW G3 Enhanced Groin, Traditional Modular Webbing, SX™HP Level IIIA	6819	\$745.00
1352518	G3 Enhanced Groin, Traditional Modular Webbing, HARDWARE® 68 Level IIIA	6819	\$780.00
1352517	G3 Enhanced Groin, Traditional Modular Webbing, SX™ Level IIIA	6819	\$745.00
1352516	G3 Enhanced Groin, Traditional Modular Webbing, MATRIX® Level IIIA	6819	\$485.00

SHIFT 360™ G3 STANDARD GROIN

1366445	NEW G3 Standard Groin, HARDWARE® 57 Level IIIA	6808	\$535.00
1366446	NEW G3 Standard Groin, SX™HP Level IIIA	6808	\$475.00
1352010	G3 Standard Groin, HARDWARE® 68 Level IIIA	6808	\$535.00
1351318	G3 Standard Groin, SX™ Level IIIA	6808	\$475.00
1351737	G3 Standard Groin, MATRIX® Level IIIA	6808	\$285.00

Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

Accessory Ballistic Panels are considered outside the scope of the NIJ CTP

SHIFT 360™ G3+ NON-BALLISTIC ACCESSORIES

SHIFT 360™ G3 Sizing Vest Kit (Sizing Vest Carrier and 3 Sizing Cumberbunds)

1354022	SHIFT 360™ G3 Sizing Vest Kit	6827	\$560.00
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TAC PR™

TAC PR™ CARRIER SYSTEMS

1315134	TAC PR™ Advanced Webless System, Buckle Closure System	N/A	\$885.00
1302567	TAC PR™ Traditional Modular Webbing, Buckle Closure System	N/A	\$515.00
1315022	TAC PR™ Traditional Modular Webbing, FirstSpear® Tubes™	6598	\$700.00

Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

PLATE RACK SYSTEMS

Part Number	Description	NIJ Model Style No.
TAC PR™		

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TAC PR™ BALLISTIC PANEL INSERTS (Includes: Front and Back Ballistic Panels 11"x12.5")

1366361	NEW TAC PR™ Ballistics, HARDWIRE® 57 Level IIIA	BA-3A00S-HW01	\$1,580.00
1366362	NEW TAC PR™ Ballistics, SX™ HP Level IIIA	BA-3A00S-SXHP	\$1,460.00
1351072	TAC PR™ Ballistics, HARDWIRE® 51 Level II	HW-2019-05-SB	\$1,270.00
1351071	TAC PR™ Ballistics, HARDWIRE® 68 Level IIIA	HW-2019-01-SB	\$1,580.00
1221732	TAC PR™ Ballistics, SX™ Level II	BA-2000S-SX02	\$1,150.00
1221740	TAC PR™ Ballistics, SX™ Level IIIA	BA-3A00S-SX02	\$1,460.00
1221733	TAC PR™ Ballistics, XTREME® Level II	BA-2000S-XT03	\$1,090.00
1221741	TAC PR™ Ballistics, XTREME® Level IIIA	BA-3A00S-XT03	\$1,315.00
1346118	TAC PR™ Ballistics, MATRIX® Level II	BA-2000S-MR02	\$905.00
1223931	TAC PR™ Ballistics, MATRIX® Level IIIA	BA-3A00S-MR02	\$1,000.00

TAC PR™ Front and Back Ballistic Panels are NIJ 0101.06 Compliant subject to the Limited Coverage Designation.

TAC PH™**TAC PH™ G3 CARRIER (Available in SAPI and 10X12 Plate Sizes)**

1355810	TAC PH G3 Traditional Modular Webbing, FirstSpear® Tubes™	6847	\$340.00
1355833	TAC PH G3 FEMALE 8X10 Traditional Modular Webbing, FirstSpear® Tubes™	6847	\$340.00
1356451	TAC PH G3 Traditional Modular Webbing, Buckle Closure System	6870	\$310.00
1356452	TAC PH G3 FEMALE 8X10 Traditional Modular Webbing, Buckle Closure System	6870	\$310.00

Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

TAC PH™ G3 BALLISTIC PANEL INSERTS (Includes: Front and Back Ballistic Panels)

1366372	NEW PLATE BACKER Ballistic Panel Set, HARDWIRE® 57 Level IIIA	BA-3A00S-HW01	\$1,295.00
1366809	NEW PLATE BACKER Ballistic Panel Set, SX™ HP Level IIIA	BA-3A00S-SXHP	\$1,295.00
1354533	PLATE BACKER Ballistic Panel Set, HARDWIRE® 51 Level II	HW-2019-05-SB	\$1,005.00
1354534	PLATE BACKER Ballistic Panel Set, HARDWIRE® 68 Level IIIA	HW-2019-01-SB	\$1,295.00
1354537	PLATE BACKER Ballistic Panel Set, SX™ Level II	BA-2000S-SX02	\$1,005.00
1354531	PLATE BACKER Ballistic Panel Set, SX™ Level IIIA	BA-3A00S-SX02	\$1,295.00
1354535	PLATE BACKER Ballistic Panel Set, XTREME® Level II	BA-2000S-XT03	\$960.00
1354536	PLATE BACKER Ballistic Panel Set, XTREME® Level IIIA	BA-3A00S-XT03	\$1,195.00
1354538	PLATE BACKER Ballistic Panel Set, MATRIX® Level II	BA-2000S-MR02	\$825.00
1354532	PLATE BACKER Ballistic Panel Set, MATRIX® Level IIIA	BA-3A00S-MR02	\$900.00

TAC PH™ G2 CARRIER SYSTEMS

1346115	TAC PH™ (GEN II) Traditional Modular Webbing, FirstSpear® Tubes™	6514	\$480.00
1223638	TAC PH™ (GEN II) Traditional Modular Webbing, Buckle Closure System	6458	\$360.00

Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

TAC PH™ G2 BALLISTIC PANEL INSERTS (Includes: Front and Back Ballistic Panels 10"x12")

1366363	NEW TAC PH™ (Gen II) Ballistics, HARDWIRE® 57 Level IIIA	BA-3A00S-HW01	\$1,295.00
1366364	NEW TAC PH™ (Gen II) Ballistics, SX™ HP Level IIIA	BA-3A00S-SXHP	\$1,295.00
1351076	TAC PH™ (GEN II) Ballistics, HARDWIRE® 51 Level II	HW-2019-05-SB	\$1,005.00
1351075	TAC PH™ (GEN II) Ballistics, HARDWIRE® 68 Level IIIA	HW-2019-01-SB	\$1,295.00
1221705	TAC PH™ (GEN II) Ballistics, SX™ Level II	BA-2000S-SX02	\$1,005.00
1221713	TAC PH™ (GEN II) Ballistics, SX™ Level IIIA	BA-3A00S-SX02	\$1,295.00
1221706	TAC PH™ (GEN II) Ballistics, XTREME® Level II	BA-2000S-XT03	\$960.00
1221714	TAC PH™ (GEN II) Ballistics, XTREME® Level IIIA	BA-3A00S-XT03	\$1,195.00
1224030	TAC PH™ (GEN II) Ballistics, MATRIX® Level II	BA-2000S-MR02	\$825.00
1223930	TAC PH™ (GEN II) Ballistics, MATRIX® Level IIIA	BA-3A00S-MR02	\$900.00

TAC PH™ Front and Back Ballistic Panels are NIJ 0101.06 Compliant subject to the Limited Coverage Designation.

TACTICAL ACCESSORIES AND POUCHES

Part Number	Description	NIJ Model Style No.
HARDWIRE® BALLISTIC BURRITO		
1365538	HARDWIRE® Ballistic Burrito Added Neckline Protection - Tactical	N/A

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\$445.00

NON-BALLISTIC ACCESSORIES

TACTICAL BELT NON-BALLISTIC

1346110	Tactical Belt, Non-Ballistic w/ Traditional Modular Webbing	NoDN
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\$130.00

Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®

ID PATCHES - Small 5" X 2"

1223589-PS	POLICE	N/A
1223589-SS	SHERIFF	N/A
1223589-CS	CORRECTIONS	N/A
1223589-SPS	STATE POLICE	N/A
1223589-BS	BLANK	N/A

\$15.00

\$15.00

\$15.00

\$15.00

\$15.00

ID PATCHES - Large 8.5" X 3"

1223589-PL	POLICE	N/A
1223589-SL	SHERIFF	N/A
1223589-CL	CORRECTIONS	N/A
1223589-SPL	STATE POLICE	N/A
1223589-BL	BLANK	N/A

\$15.00

\$15.00

\$15.00

\$15.00

\$15.00

Must Specify ID PATCH MATERIAL COLOR and LETTERING COLOR when Ordering

Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

Available Colors for All ID PATCH LETTERING: Black, White, Yellow, Gray, Green and Reflective

TACTICAL CARRY BAGS

1220761	Tactical Vest Carry Bag	5692
1219279	Plate Rack Carry Bag	6458

\$205.00

\$160.00

TP LINE - TACTICAL POUCHES

AMMUNITION / MAGAZINE POUCHES

1219671-TP4	PTA-TP4, M4 Magazine Pouch, Double, Stacked	N/A
1219671-TP4A	PTA-TP4A, M4 Magazine Pouch, Double, Staggered	N/A
1219671-TP5	PTA-TP5, M4 Magazine Pouch, Single	N/A
1219671-TP5A	PTA-TP5A, M4 Magazine Pouch, Double	N/A
1219671-TP5B	PTA-TP5B, M4 Magazine Pouch, Triple	N/A
1219671-TP6	PTA-TP6, M4 Magazine Pouch, Short, Single	N/A
1219671-TP6A	PTA-TP6A, M4 Magazine Pouch, Short, Double	N/A
1219671-TP7	PTA-TP7, M4/Side Arm Magazine Pouch, Dual/Double	N/A
1219671-TP9	PTA-TP9, SR25 Magazine Pouch, Single	N/A
1219671-TP9A	PTA-TP9A, SR25 Magazine Pouch, Double	N/A
1219671-TP10	PTA-TP10, Side Arm Magazine Pouch, Single	N/A
1219671-TP10A	PTA-TP10A, Side Arm Magazine Pouch, Double	N/A
1219671-TP10B	PTA-TP10B, Side Arm Magazine Pouch, Triple	N/A
1219671-TP11	PTA-TP11, 12 Round Shot Shell Pouch	N/A
1219671-TP11A	PTA-TP11A, 24 Round Shot Shell Pouch	N/A

\$55.00

\$45.00

\$40.00

\$45.00

\$65.00

\$35.00

\$45.00

\$55.00

\$35.00

\$45.00

\$35.00

\$55.00

\$55.00

\$60.00

\$85.00

LESS LETHAL POUCHES

1219671-TP12	PTA-TP12, 37/40 MM Less Lethal Pouch, Single	N/A
1219671-TP12A	PTA-TP12A, 37/40 MM Less Lethal Pouch, Double	N/A
1219671-TP12B	PTA-TP12B, 37/40 MM Less Lethal Pouch, Triple	N/A
1219671-TP12C	PTA-TP12C, 37/40 MM Less Lethal Pouch, 7 Round	N/A
1219671-TP12D	PTA-TP12D, 37/40 MM Less Lethal Pouch, 7 Round, Flip Down	N/A
1219671-TP13	PTA-TP13, MK3/MK4 Aerosol Pouch	N/A

\$35.00

\$45.00

\$60.00

\$70.00

\$130.00

\$40.00

TACTICAL ACCESSORIES AND POUCHES



Part Number	Description	NIJ Model Style No.
TP LINE - TACTICAL POUCHES		

2025 MSRP

LESS LETHAL POUCHES		
1219671-TP15	PTA-TP15, Grenade Pouch, Single	N/A
1219671-TP15A	PTA-TP15A, Grenade Pouch, Double	N/A
1219671-TP16	PTA-TP16, #25 Distraction Device Pouch, Single	N/A
UTILITY / MISCELLANEOUS POUCHES		
1219671-TP14	PTA-TP14, Expandable Baton/Flashlight Pouch, Single	N/A
1219671-TP14A	PTA-TP14A, Expandable Baton/Flashlight Pouch, Double	N/A
1219671-TP14B	PTA-TP14B, 26" Expandable Baton Pouch, Single	N/A
1219671-TP14C	PTA-TP14C, Pelican 7060 Flashlight Pouch, Single	N/A
1219671-TP17	PTA-TP17, Handcuff Pouch, Single	N/A
1219671-TP17A	PTA-TP17A, Handcuff Pouch, Double	N/A
1219671-TP18	PTA-TP18, Gas Mask Pouch	N/A
1219671-TP19	PTA-TP19, Utility Pouch, 8" X 8"	N/A
1219671-TP19A	PTA-TP19A, Utility Pouch, 4" X 8", Vertical	N/A
1219671-TP19B	PTA-TP19B, Utility Pouch, 4" X 8", Horizontal	N/A
1219671-TP20	PTA-TP20, Medical Pouch	N/A
1219671-TP21	PTA-TP21, Radio Pouch, Universal	N/A
1219671-TP21A	PTA-TP21A, Radio Pouch w/ Bungee, Universal	N/A
1219671-TP21B	PTA-TP21B, Apex 6000 Radio	N/A
1219671-TP22	PTA-TP22, Hydration Pouch, 2.5L	N/A
1222161-TP22	PTA-TP22B, Hydration Bladder, 2.5L	N/A
1219671-TP24	PTA-TP24, 6" X 6" Side Plate Pouch	N/A
1219671-TP32	PTA-TP32, Dump Pouch, Stowable	N/A
1219671-TP33	PTA-TP33, Tourniquet Pouch	N/A
1219671-TP58B	PTA-TP58B, Small Rechargeable Light Pouch	6313
1219671-TP62	PTA-TP62, Utility Pouch, 6" X 4"	6313
1219671-TP83	PTA-TP83, Flashlight Pouch	6313
1219671-TP99	PTA-TP99, Galaxy/Iphone Pouch, 500D Black	6313
1220970-BLK	PTA-G Belt Loop Kit, Modular Belt Loop Set, Five (5) Belt Loops Per Set	N/A

Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®



CUSTOM "DN" CARRIERS

Part Number Description		NIJ Model Style No.		2025 MSRP
OVERT CARRIERS				
UNIFORM SHIRT CARRIERS - Must Specify with or without Camera Tab				
1303538	U1 Clean Velcro Closure FO - Maine Warden	6659		\$660.00
1303538	U1 Clean Velcro Closure FO - Plymouth	6682		\$660.00
Available Colors: Black, Dark Navy, Tan and Tactical Green				
V1 CARRIERS - ID patches are not included with these carriers. Must be purchased separately.				
1303566	V1 Traditional MOLLE Webbing First Spear Tubes Closure SO - No rear ID	6551		\$605.00
1303566	V1 Traditional MOLLE Webbing First Spear Tubes Closure SO - with rear ID	6618		\$605.00
1303549	V1 AWS Velcro Closure FO - with clean back	6569		\$740.00
1303566	V1 Traditional MOLLE Webbing First Spear Tubes Closure SO - HCSO	6790		\$650.00
Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®				
SPECIALTY CARRIERS - See notes regarding ID patches for each carrier below.				
1303546	V1 EMS Pocket Velcro Closure SO Tan - Guilford Co	6600		\$825.00
Available Colors: Tan				
OVERT CARRIERS - ID's are not included with these carriers. Must be purchased separately.				
1290135	TAC EXT Traditional MOLLE Webbing Velcro Closure - NJDOC	6592		\$615.00
1349981	EXT Advanced Webless FST/VCS Closure - Montgomery County	6774		\$965.00
1303517	EOC Traditional MOLLE Webbing Velcro Closure FO - CA State Contract	6645		\$660.00
Available Colors: Black, Navy, Tan and Tactical Green				

TACTICAL VEST REPLACEMENTS

Part Number	Description	NIJ Model Style No.
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2025 MSRP

HYPER X™ CUMMERBUND REPLACEMENT

HYPER X™ CUMMERBUND CARRIER

1361245	HYPER X™ Narrow 3" Advanced Webless Cumberbund, Interchangeable system	6825	\$390.00
1361246	HYPER X™ Standard 5" Advanced Webless Cumberbund, Interchangeable system	6825	\$345.00
1361247	HYPER X™ Wide 6" Advanced Webless Cumberbund, Interchangeable system	6825	\$370.00

Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

HYPER X™ NARROW 3" HEIGHT CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)

1366376	NEW HYPERX™ Narrow 3" Cumberbund Ballistic Panel Set, HARDWIRE® 57 Level IIIA	N/A	\$735.00
1366377	NEW HYPERX™ Narrow 3" Cumberbund Ballistic Panel Set, SX™ HP Level IIIA	N/A	\$665.00
1355890	HYPERX™ Narrow 3" Cumberbund Ballistic Panel Set, HARDWIRE® 51 Level II	N/A	\$590.00
1355889	HYPERX™ Narrow 3" Cumberbund Ballistic Panel Set, HARDWIRE® 68 Level IIIA	N/A	\$735.00
1355997	HYPERX™ Narrow 3" Cumberbund Ballistic Panel Set, SX™ Level II	N/A	\$520.00
1355998	HYPERX™ Narrow 3" Cumberbund Ballistic Panel Set, SX™ Level IIIA	N/A	\$665.00

HYPER X™ STANDARD 5" HEIGHT CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)

1366378	NEW HYPERX™ Standard 5" Cumberbund Ballistic Panel Set, HARDWIRE® 57 Level IIIA	N/A	\$735.00
1366379	NEW HYPERX™ Standard 5" Cumberbund Ballistic Panel Set, SX™ HP Level IIIA	N/A	\$665.00
1354688	HYPERX™ Standard 5" Cumberbund Ballistic Panel Set, HARDWIRE® 51 Level II	N/A	\$590.00
1354674	HYPERX™ Standard 5" Cumberbund Ballistic Panel Set, HARDWIRE® 68 Level IIIA	N/A	\$735.00
1354695	HYPERX™ Standard 5" Cumberbund Ballistic Panel Set, SX™ Level II	N/A	\$520.00
1354709	HYPERX™ Standard 5" Cumberbund Ballistic Panel Set, SX™ Level IIIA	N/A	\$665.00

HYPER X™ WIDE 6" HEIGHT CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)

1366380	NEW HYPERX™ Wide 6" Cumberbund Ballistic Panel Set, HARDWIRE® 57 Level IIIA	N/A	\$735.00
1366381	NEW HYPERX™ Wide 6" Cumberbund Ballistic Panel Set, SX™ HP Level IIIA	N/A	\$665.00
1354686	HYPERX™ Wide 6" Cumberbund Ballistic Panel Set, HARDWIRE® 51 Level II	N/A	\$590.00
1354673	HYPERX™ Wide 6" Cumberbund Ballistic Panel Set, HARDWIRE® 68 Level IIIA	N/A	\$735.00
1354696	HYPERX™ Wide 6" Cumberbund Ballistic Panel Set, SX™ Level II	N/A	\$520.00
1354710	HYPERX™ Wide 6" Cumberbund Ballistic Panel Set, SX™ Level IIIA	N/A	\$665.00

HYPER X™ Cumberbund Ballistic Panels are considered accessories and are outside the scope of the NIJ QTP

FAV™ G3 CUMMERBUND REPLACEMENT

FAV™ G3 CUMMERBUND CARRIER

1351137	FAV™ G3 Advanced Webless Cumberbund, Interchangeable system	6792	\$465.00
1352363	FAV™ G3 Traditional Modular Webbing Cumberbund, Interchangeable system	6738	\$405.00

Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

FAV™ G3 CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)

1351933	FAV™ G3 Side Ballistics, HARDWIRE® 51 Level II	N/A	\$715.00
1351920	FAV™ G3 Side Ballistics, HARDWIRE® 68 Level IIIA	N/A	\$840.00
1351973	FAV™ G3 Side Ballistics, SX™ Level II	N/A	\$625.00
1351167	FAV™ G3 Side Ballistics, SX™ Level IIIA	N/A	\$750.00
1351959	FAV™ G3 Side Ballistics, XTREME® Level II	N/A	\$580.00
1351966	FAV™ G3 Side Ballistics, XTREME® Level IIIA	N/A	\$630.00
1351980	FAV™ G3 Side Ballistics, MATRIX® Level II	N/A	\$495.00
1351596	FAV™ G3 Side Ballistics, MATRIX® Level IIIA	N/A	\$510.00

FAV™ G3 Cumberbund Ballistic Panels are considered accessories and are outside the scope of the NIJ QTP

TACTICAL VEST REPLACEMENTS



Part Number	Description	NIJ Model Style No.
SHIFT 360™ G3 CUMMERBUND REPLACEMENT		

2025 MSRP

SHIFT 360™ G3 CUMMERBUND CARRIER

1351129	SHIFT 360™ G3 Advanced Webless, Cummerbund, FirstSpear® Tubes™	6794	\$350.00
1351131	SHIFT 360™ G3 Advanced Webless, Cummerbund, VELCRO® Brand Closure	6804	\$290.00
1352365	SHIFT 360™ G3 Traditional Modular Webbing, Cummerbund, FirstSpear® Tubes™	6737	\$340.00
1352367	SHIFT 360™ G3 Traditional Modular Webbing, Cummerbund, VELCRO® Brand Closure	6823	\$290.00

Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

SHIFT 360™ G3 CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)

1366341	NEW SHIFT 360™ G3 Cummerbund Ballistics, HARDWIRE® 57 Level IIIA	N/A	\$1,025.00
1366342	NEW SHIFT 360™ G3 Cummerbund Ballistics, SX™ HP IIIA	N/A	\$875.00
1351937	SHIFT 360™ G3 Cummerbund Ballistics, HARDWIRE® 51 Level II	N/A	\$815.00
1351922	SHIFT 360™ G3 Cummerbund Ballistics, HARDWIRE® 68 Level IIIA	N/A	\$1,000.00
1351977	SHIFT 360™ G3 Cummerbund Ballistics, SX™ Level II	N/A	\$710.00
1351168	SHIFT 360™ G3 Cummerbund Ballistics, SX™ Level IIIA	N/A	\$875.00
1351963	SHIFT 360™ G3 Cummerbund Ballistics, XTREME® Level II	N/A	\$705.00
1351970	SHIFT 360™ G3 Cummerbund Ballistics, XTREME® Level IIIA	N/A	\$770.00
1351984	SHIFT 360™ G3 Cummerbund Ballistics, MATRIX® Level II	N/A	\$610.00
1351598	SHIFT 360™ G3 Cummerbund Ballistics, MATRIX® Level IIIA	N/A	\$630.00

SHIFT 360™ Cummerbund Ballistic Panels are considered accessories and are outside the scope of the NIJ CTP

12 X 12 BALLISTIC SAMPLES

Part Number		Description	NIJ Model Style No.	2025 MSRP
NIJ Standard 0101.06 Ballistic Resistance Front and Back Ballistic Panel Set				
HARDWIRE®				
1366365		NEW HARDWIRE® 57 Level IIIA - 12 X 12 Sample Panel	BA-3A00S-HW01	\$625.00
1353548		HARDWIRE® 51 Level II - 12 X 12 Sample Panel	HW-2019-05-SB	\$500.00
1353547		HARDWIRE® 68 Level IIIA - 12 X 12 Sample Panel	HW-2019-01-SB	\$625.00
SX™				
1366367		NEW SX™HP Level IIIA - 12 X 12 Sample Panel	BA-3A00S-SXHP	\$580.00
1221590		SX™ Level II - 12 X 12 Sample Panel	BA-2000S-SX02	\$410.00
1221596		SX™ Level IIIA - 12 X 12 Sample Panel	BA-3A00S-SX02	\$575.00
XTREME®				
1221593		XTREME® Level II - 12 X 12 Sample Panel	BA-2000S-XT03	\$425.00
1221597		XTREME® Level IIIA - 12 X 12 Sample Panel	BA-3A00S-XT03	\$500.00
MATRIX®				
1224054		MATRIX® Level II - 12 X 12 Sample Panel	BA-2000S-MR02	\$345.00
1224055		MATRIX® Level IIIA - 12 X 12 Sample Panel	BA-3A00S-MR02	\$365.00

2013 FRONT PANEL BALLISTIC SAMPLES

Part Number		Description	NIJ Model	2025 MSRP
NIJ Standard 0101.06 Ballistic Resistance Front and Back Ballistic Panel Set				
HARDWIRE®				
1366368		NEW HARDWIRE® 57 Level IIIA, A7 2013 Sample Front Panel	BA-3A00S-HW01	\$0.00
1350429		HARDWIRE® 51 Level II, A7 2013 Sample Front Panel	HW-2019-05-SB	\$0.00
1350430		HARDWIRE® 68 Level IIIA, A7 2013 Sample Front Panel	HW-2019-01-SB	\$0.00
SX™				
1366369		NEW SX™HP Level IIIA, A7 2013 Sample Front Panel	BA-3A00S-SXHP	\$0.00
1219784		SX™ Level II, A7 2013 Sample Front Panel	BA-2000S-SX02	\$0.00
1219793		SX™ Level IIIA, A7 2013 Sample Front Panel	BA-3A00S-SX02	\$0.00
XTREME®				
1219786		XTREME® Level II, A7 2013 Sample Front Panel	BA-2000S-XT03	\$0.00
1219795		XTREME® Level IIIA, A7 2013 Sample Front Panel	BA-3A00S-XT03	\$0.00
MATRIX®				
1221918		MATRIX® Level II, A7 2013 Sample Front Panel	BA-2000S-MR02	\$0.00
1219686		MATRIX® Level IIIA, A7 2013 Sample Front Panel	BA-3A00S-MR02	\$0.00



Bid Solicitation/Request for Proposal

Bid #: 17DPP00046

For: T0106 - Law Enforcement Firearms,
Equipment and Supplies

Event	Date	Time
Vendor's {Bidder's} Electronic Question Due Date (Refer to Bid Solicitation {RFP} Section 1.3.1 for more information.)	02/21/17	2:00 PM
Mandatory/Optional Pre-Quote {Proposal} Conference (Refer to Bid Solicitation {RFP} Section 1.3.6 for more information.)	N/A	N/A
Mandatory/Optional Site Visit (Refer to Bid Solicitation {RFP} Section 1.3.5 for more information.)	N/A	N/A
Quote {Proposal} Submission Date (Refer to Bid Solicitation {RFP} Section 1.3.2 for more information.)	04/20/17	2:00 PM

Dates are subject to change. All changes will be reflected in Bid Amendments {Addenda} to the Bid Solicitation {RFP}. All times are Eastern Standard Time. All changes to the Bid Solicitation {RFP} will be reflected in Bid Amendments {Addenda} to the Bid Solicitation {RFP} posted on the Division of Purchase and Property website.

Small Business Set-Aside	Status	Category
	<input checked="" type="checkbox"/> Not Applicable	<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	

Bid Solicitation {RFP} Issued By

Using Agencies

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

State of New Jersey
Cooperative Purchasing Members

Date: 02/07/17, Revised 03/28/17

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1.0 INFORMATION FOR VENDORS {BIDDERS}

NOTICE: This Bid Solicitation {Request for Proposal (RFP)} is part of the **NJSTART** Procurement Program. ***The Vendor {Bidder} is advised to thoroughly read all sections, as many have been revised, and follow all instructions contained in this Bid Solicitation {RFP}, including the instructions on the Bid Solicitation's {RFP's} Offer and Acceptance Page {Signatory Page} and read through all Quick Reference Guides (QRGs) located on the NJSTART Vendor Support Page (<http://www.state.nj.us/treasury/purchase/njstart/vendor.shtml>), in preparing and submitting its Quote {Proposal}.***

Terminology is listed by new **NJSTART** term; {existing term} appears in braces.

1.1 PURPOSE AND INTENT

This Bid Solicitation {RFP} is issued by the Procurement Bureau, Division of Purchase and Property, Department of the Treasury on behalf of Using Agencies. The purpose of this Bid Solicitation {RFP} is to solicit Quotes {Proposals} for law enforcement equipment and supplies listed in Bid Solicitation {RFP} Section 3.1.

The intent of this Bid Solicitation {RFP} is to award multiple Master Blanket Purchase Orders (Blanket P.O.s) {Contracts} to those responsible Vendors {Bidders} whose Quotes {Proposals}, conforming to this Bid Solicitation {RFP} are most advantageous to the State, price and other factors considered. The State, however, reserves the right to separately procure individual requirements that are the subject of the Blanket P.O. {Contract} during the Blanket P.O. {Contract} term, when deemed by the Director to be in the State's best interest.

There are sixteen (16) Category(ies) of law enforcement equipment and supplies, which are itemized in Section 3.1 of the Bid Solicitation {RFP} and represented by price line items on the Price Sheet. Each category includes products identified by the State Using Agencies as critical to their day-to-day operations. These products are currently identified by known brand names. The State intends to make two (2) Statewide awards, one primary and one secondary, for each price line listed in Category(ies) one (1) through eleven (11) and up to five (5) Statewide awards for each price line listed in Category(ies) twelve (12) through sixteen (16).

At the end of each category, there is an equivalent brand price line, which enables Vendors {Bidders} to offer a write-in brand that meets the requirements/definition of the category. The State intends to award the equivalent price line(s) as follows:

- If the manufacturer bids directly, the State will make one (1) Statewide award for the equivalent brand offered, or identified sole Vendor {Bidder} for that category. The manufacturer may supply a list of dealers/distributors with its Quote {Proposal} that will service the Blanket P.O. {Contract} held by the manufacturer. Please submit your list on company letterhead with the Quote {Proposal}. For more information please refer to Bid Solicitation {RFP} Sections 4.4.3.4. .
- If a Vendor {Bidder} is bidding an equivalent brand price line that satisfies the category requirements and is not the manufacturer of the equivalent brand, three (3) responsive Quotes {Proposals} must be received for the equivalent brand bid in order for the equivalent brand to be considered for an award. For equivalent brand products in Category(ies) 12-16 which require associated services, the associated services must also be offered for the brand to be considered for an award. If three (3) responsive Quotes {Proposals} are received for the equivalent brand, the State will make two (2) Statewide awards, one primary and one secondary for Category(ies) one (1) through eleven (11) and up to five (5) Statewide awards for each price line listed in Category(ies) twelve (12) through sixteen (16).

- The State will waive the three (3) responsive Quote {Proposal} criteria only if the Vendor {Bidder} can supply a letter from the manufacturer which states that the Vendor {Bidder} is the sole source distributor of the brand.

Quotes {Proposals} will be evaluated based upon a market basket analysis, when applicable. Please refer to Bid Solicitation {RFP} Section 6.6 (Evaluation Criteria) for information regarding the market basket methodology.

The State's Standard Terms and Conditions (SSTCs) accompanying this Bid Solicitation {RFP} will apply to all Blanket P.O.s {Contracts} made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this Bid Solicitation {RFP} and should be read in conjunction with them unless the Bid Solicitation {RFP} specifically indicates otherwise.

The State intends to extend the Blanket P.O.s {Contracts} awarded to the Division's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges. In order for the State Blanket P.O.s {Contracts} to be extended to cooperative purchasing partners, the Vendor {Bidder} must agree to the extension by executing the Cooperative Purchase Form attached to this Bid Solicitation {RFP}. Also refer to Section 4.4.6 of this Bid Solicitation {RFP}. Although the State, with the assent of the Vendor {Bidder}, is making the use of any Blanket P.O. {Contract} resulting from this Bid Solicitation {RFP} available to non-State Agencies, the State makes no representation as to the acceptability of any State Bid Solicitation {RFP} terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.2 BACKGROUND

1.2.1 This is a reprourement of the similar products and services to those provided under the Police and Homeland Security Equipment and Supplies term Blanket P.O. {Contract}, presently due to expire on April 30, 2017. Vendors {Bidders} interested in the current Blanket P.O. {Contract} specifications and pricing information may review the current Blanket P.O. {Contract} T0106 (12-X-21817 and 13-X-22630) at: http://www.state.nj.us/treasury/purchase/noa/contracts/t0106_12-x-21817.shtml; http://www.state.nj.us/treasury/purchase/noa/contracts/t0106_13-x-22630.shtml; and <http://www.state.nj.us/treasury/purchase/pricelists.shtml>.

1.2.2 Vendors {Bidders} are cautioned that the new Bid Solicitation {RFP} addresses current requirements. Items specifically omitted from this Bid Solicitation {RFP} include, but are not limited to the following:

- All Types & Sizes of Marine Vessels;
- All equipment and accessories offered under T-0969 (Marine Craft: Boat, Motor, Trailer (Parts/Repairs/Accessories & Purchases) - http://www.state.nj.us/treasury/purchase/noa/contracts/t0969_14-x-23348.shtml;
- Generators, see G-8054 http://www.state.nj.us/treasury/purchase/noa/contracts/g8054_14-r-23375.shtml & T-2871 http://www.state.nj.us/treasury/purchase/noa/contracts/t2871_12-x-22580.shtml;
- Traffic Control Products (Including Electronic Message Boards), see T2928 (http://www.state.nj.us/treasury/purchase/noa/contracts/t2928_14-x-23060.shtml) & T-1473 http://www.state.nj.us/treasury/purchase/noa/contracts/t1473_12-x-21905.shtml;
- All services covered under T-2878 http://www.state.nj.us/treasury/purchase/noa/contracts/t2878_14-x-23099.shtml and S-2878 http://www.state.nj.us/treasury/purchase/noa/contracts/s2878_14-x-23472.shtml - (Installation of Security Screening, Monitors and Cameras for 15-Passenger Vans);

- All services covered under T-1786 – Equipment Acquisition & Installation for Marked and Unmarked Police Vehicles.
http://www.state.nj.us/treasury/purchase/noa/contracts/t1786_12-x-22313.shtml
- All equipment and accessories offered under T-0109 – Radio Communication Equipment and Accessories; and
- All uniforms Class A, B, and Security Officer, and Shoes Class A – NJSP T0448.
http://www.state.nj.us/treasury/purchase/noa/contracts/t0448_14-x-23208.shtml

1.2.3 The Bid Solicitation {RFP} is designed to meet the quantitative and expeditious delivery, standardization and compatibility requirements of the State, with the anticipation that the Blanket P.O.s {Contracts} awarded as a result of this Bid Solicitation {RFP} will be extended to over 2,800 cooperative purchasing members.

This Bid Solicitation {RFP} may result in multiple Blanket P.O.s {Contracts} for multiple brands of law enforcement equipment and supplies.

1.2.4 Please carefully review and comply with the requirements set forth in Sections 4.4.3.2 (Manufacturer's Catalog and Price List) and 4.4.3.3 (Manufacturer's/Distributor's Certifications) of the Bid Solicitation {RFP}.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Division will electronically accept questions and inquiries from all potential Vendors {Bidders} via the "Q&A" Tab of the Bid Solicitation {RFP} in **NJSTART**.

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

Vendors {Bidders} may refer to the QRG "Submit a Quote" for additional instruction. QRGs are located on the [NJSTART Vendor Support Page](#).

A Vendor {Bidder} must not contact the Using Agency or the Procurement Specialist directly, in person, by telephone or by e-mail, concerning this Bid Solicitation {RFP}.

The cut-off date for electronic questions and inquiries relating to this Bid Solicitation {RFP} is indicated on the Bid Solicitation {RFP} cover sheet and on the "Summary" page of the Bid Solicitation in **NJSTART**. In the event that questions are posed by Vendors {Bidders}, answers to such questions will be issued by Bid Amendment {Addendum}. Any Bid Amendment {Addendum} to this Bid Solicitation {RFP} will become part of this Bid Solicitation {RFP} and part of any Blanket P.O. {Contract} awarded as a result of this Bid Solicitation {RFP}. Bid Amendments {Addenda} to this Bid Solicitation {RFP}, if any, will be posted as a File Attachment on the "Summary" page of the Bid Solicitation in **NJSTART** after the cut-off date. (See Bid Solicitation {RFP} Section 1.4.1 for further information.)

1.3.1.1 EXCEPTIONS TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

Questions regarding the SSTC and exceptions to mandatory requirements must be posed during this Electronic Question and Answer period and shall contain the Vendor's {Bidder's} suggested changes and the reason(s) for the suggested changes.

1.3.2 SUBMISSION OF QUOTE {PROPOSAL}

In order to be considered for award, the Quote {Proposal} must be received by the Procurement Bureau of the Division at the appropriate location by the required time. Vendors {Bidders} shall submit a Quote {Proposal} either electronically through **NJSTART** or via hard copy.

Hard copy Quote {Proposal} must be submitted to the physical location noted below:

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

Directions to the Division are available on the web at <http://www.state.nj.us/treasury/purchase/directions.shtml>.

QUOTES {PROPOSALS} NOT RECEIVED PRIOR TO THE QUOTE {PROPOSAL} OPENING DEADLINE SHALL BE REJECTED. THE DATE AND TIME OF THE QUOTE {PROPOSAL} OPENING ARE INDICATED ON THE BID SOLICITATION {RFP} COVER SHEET AND IN THE "SUMMARY" PAGE OF THE BID SOLICITATION {RFP} IN NJSTART.

Note: A Vendor {Bidder} using U.S. Postal Service regular or express mail services should allow additional time since the U.S. Postal Service does not deliver directly to the Procurement Bureau. A Vendor {Bidder} should make every effort to submit its Quote {Proposal} well ahead of the Quote {Proposal} submission deadline to mitigate unforeseen delays or issues. The Vendor {Bidder} is solely responsible for the timely submission of its Quote {Proposal} in response to this Bid Solicitation {RFP}.

Procedural inquiries concerning this Bid Solicitation {RFP} may be directed to njstart@treas.nj.gov and/or 609-341-3500.

The State will not respond to substantive questions related to the Bid Solicitation {RFP} or any other Blanket P.O. {Contract} via this e-mail address.

1.3.3 NJSTART

The Division is pleased to announce its new eProcurement solution "**NJSTART**."

Vendor {Bidder} Support:

Vendors {Bidders} are strongly encouraged to visit the [NJSTART Vendor Support Page](#), which contains QRGs, supporting videos, a glossary of **NJSTART** terms, and helpdesk contact information.

The Vendor {Bidder} should utilize the QRGs before attempting to submit its Quote {Proposal} using the **NJSTART** process. It is the Vendor's {Bidder's} responsibility to ensure that the **NJSTART** Quote {Proposal} and attachments have been properly submitted.

1.3.4 ELECTRONIC SIGNATURES

Vendors {Bidders} submitting Quotes {Proposals} through **NJSTART** may sign the forms listed in Section 4.4.1 (Forms, Registrations and Certifications Required with Quote {Proposal}) and Section 4.4.2 (Forms, Registrations and Certifications Required Before Blanket P.O. {Contract} Award and That Should Be Submitted with the Quote {Proposal}) of this Bid Solicitation {RFP} electronically by typing the name of the authorized signatory in the "Signature" block as an

alternative to downloading, physically signing the form, scanning the form, and uploading the form to **NJSTART**.

Vendors {Bidders} submitting Quotes {Proposals} in hard copy format, must provide forms with original, physical signatures, otherwise its Quote {Proposal} may be deemed non-responsive.

1.3.5 MANDATORY/OPTIONAL SITE VISIT

Not applicable to this Bid Solicitation {RFP}.

1.3.6 MANDATORY/OPTIONAL PRE-QUOTE {PRE-PROPOSAL} CONFERENCE

Not applicable to this Bid Solicitation {RFP}.

1.3.7 PRE-QUOTE {PRE-PROPOSAL} DOCUMENT REVIEW

Not applicable to this Bid Solicitation {RFP}.

1.4 ADDITIONAL INFORMATION

1.4.1 BID AMENDMENTS {ADDENDA}: REVISIONS TO THIS BID SOLICITATION {RFP}

In the event that it becomes necessary to clarify or revise this Bid Solicitation {RFP}, such clarification or revision will be by Bid Amendment {Addendum}. Any Bid Amendment {Addendum} to this Bid Solicitation {RFP} will become part of this Bid Solicitation {RFP} and part of any Blanket P.O. {Contract} awarded as a result of this Bid Solicitation {RFP}.

There are no designated dates for release of Bid Amendments {Addenda}. Those Vendors {Bidders} who are on the bidholder list either through commodity code registration in **NJSTART** or by acknowledging the Bid Solicitation {RFP} in **NJSTART** should receive notification of any Bid Amendment(s) {Addenda}. If a Vendor {Bidder} is not on the bid holder list to receive notifications related to a Bid Solicitation {RFP}, Bid Amendments {Addenda} will still be viewable on the "Summary" page of the Bid Solicitation {RFP} in **NJSTART**.

BID AMENDMENTS {ADDENDA} WILL BE ISSUED AS FILE ATTACHMENTS, AND ARE VIEWABLE ON THE "SUMMARY" PAGE OF THE BID SOLICITATION {RFP} IN **NJSTART.**

Vendors {Bidders} may refer to the QRG "Submit a Quote" for additional instruction. QRGs are located on the [NJSTART Vendor Support Page](#).

It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all Bid Amendments {Addenda} related to this procurement. An interested Vendor {Bidder} should check the **NJSTART** "Open Bids" Tab on a daily basis to ensure review of the most updated information.

1.4.2 VENDOR {BIDDER} RESPONSIBILITY

The Vendor {Bidder} assumes sole responsibility for the complete effort required in submitting a Quote {Proposal} in response to this Bid Solicitation {RFP}. No special consideration will be given after Quotes {Proposals} are opened because of a Vendor's {Bidder's} failure to be knowledgeable as to all of the requirements of this Bid Solicitation {RFP}.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a Vendor {Bidder} in the preparation and submittal of a Quote {Proposal} in response to this Bid Solicitation {RFP}.

1.4.4 CONTENTS OF QUOTE {PROPOSAL}

Quotes {Proposals} can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know.

After the opening of sealed Quotes {Proposals}, including Quotes {Proposals} submitted through the **START** electronic process, all information submitted by a Vendor {Bidder} in response to a Bid Solicitation {RFP} is considered public information notwithstanding any disclaimers to the contrary submitted by a Vendor {Bidder}. Proprietary and confidential information may be exempted from public disclosure by OPRA and/or the common law. When the Bid Solicitation {RFP} contains a negotiation component, the Quote {Proposal} will not be subject to public disclosure until an intent to award a Blanket P.O. {Contract} is announced.

As part of its Quote {Proposal}, a Vendor {Bidder} may designate any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, explaining the basis for such assertion. The location in the Quote {Proposal} of any such designation should be clearly stated in a cover letter. The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the Vendor {Bidder} accordingly. Any proprietary and/or confidential information in a Quote {Proposal} will be redacted by the State. **The State will not honor any attempt by a Vendor {Bidder} to designate its entire Quote {Proposal} and/or prices as proprietary, confidential and/or to claim copyright protection for its entire Quote {Proposal}.** Copyright law does not prohibit access to a record which is otherwise available under OPRA. In the event of any challenge to the Vendor's {Bidder's} assertion of confidentiality with which the State does not concur, the Vendor {Bidder} shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Vendor {Bidder}. The State assumes no such responsibility or liability.

A Vendor (Bidder) shall not designate any pricelists and/or catalogs submitted as confidential or exempt from public disclosure as the same must be accessible to State Using Agencies and Cooperative Purchasing Program participants (if so extended) and thus must be made public to allow all eligible purchasing entities access to the pricing information.

1.4.5 ANNOUNCEMENT OF QUOTE {PROPOSAL} INFORMATION

On the date and time Quotes {Proposals} are due under the Bid Solicitation {RFP}, all information concerning the Quotes {Proposals} submitted may be publicly announced and shall be available for inspection and copying except as noted below:

- a. Information appropriately designated as proprietary and/or confidential shall not be available for inspection and copying; and
- b. Where negotiation is contemplated, only the names and addresses of the Vendors {Bidders} submitting Quotes {Proposals} will be announced, and the contents of the Quotes {Proposals} shall not be available for inspection and copying until the Notice of Intent to Award is issued by the Director.

1.4.6 PRICE ALTERATION IN HARD COPY QUOTES {PROPOSALS}

Hard copy Quote {Proposal} 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 Blanket P.O. {Contract} award from being made to the Vendor {Bidder}.

1.4.7 QUOTE {PROPOSAL} ERRORS

In accordance with N.J.A.C. 17:12-2.11, "Quote {Proposal} errors," a Vendor {Bidder} may withdraw its Quote {Proposal} as described below.

1.4.7.1 QUOTE {PROPOSAL} WITHDRAWAL PRIOR TO QUOTE {PROPOSAL} OPENING

START: A Vendor {Bidder} may withdraw its Quote {Proposal} submission in **START** prior to the Quote {Proposal} opening; however, Vendors {Bidders} should note that while withdrawn **START** Quotes {Proposals} remain viewable by the Vendor {Bidder} on its Vendor Profile Homepage, they are removed from the Division's view and cannot be considered for Blanket P.O. {Contract} award. The Vendor {Bidder} may submit a revised Quote {Proposal} as long as the Quote {Proposal} is received prior to the announced date and time for Quote {Proposal} submission. Vendors {Bidders} may refer to the QRG "Submit a Quote" for additional instruction. QRGs are located on the NJSTART Vendor Support Page.

Hard Copy: A Vendor {Bidder} may request that its hard copy Quote {Proposal} be withdrawn prior to the Quote {Proposal} opening. Such request must be made, in writing, to the Supervisor of the Proposal Review Unit at the address provided in Section 1.4.7.2 below. The Vendor {Bidder} may submit a revised Quote {Proposal} as long as the Quote {Proposal} is received prior to the announced date and time for Quote {Proposal} submission and at the place specified.

1.4.7.2 QUOTE {PROPOSAL} WITHDRAWAL AFTER QUOTE {PROPOSAL} OPENING, BUT PRIOR TO BLANKET P.O. {CONTRACT} AWARD

START and Hard Copy: If, after the Quote {Proposal} opening, but before Blanket P.O. {Contract} award, a Vendor {Bidder} discovers an error in its Quote {Proposal}, the Vendor {Bidder} may make a written request to the Supervisor of the Proposal Review Unit to withdraw its Quote {Proposal} from consideration for award. If the Vendor's {Bidder's} request to withdraw is made in good faith, and the State will not be significantly prejudiced by granting the withdrawal of the Quote {Proposal} beyond the loss of the benefit of the bargain to the State of the withdrawing Vendor's {Bidder's} offer, the request shall be granted. Evidence of the Vendor's {Bidder's} good faith in making this request can be demonstrated by one or more of the following factors: A mistake is so significant that to enforce the Blanket P.O. {Contract} resulting from the Quote {Proposal} would be unconscionable; that the mistake relates to a material feature or term of the Blanket P.O. {Contract}; and that the mistake occurred notwithstanding the Vendor's {Bidder's} exercise of reasonable care. After Quote {Proposal} opening, while pursuant to the provisions of this section a Vendor {Bidder} may request to withdraw its Quote {Proposal} and the Director may in her discretion allow said Vendor {Bidder} to withdraw it, the Division also may take notice of repeated or unusual requests to withdraw by a Vendor {Bidder} and take those prior requests to withdraw into consideration when evaluating the Vendor's {Bidder's} future Quotes {Proposals}.

All Quote {Proposal} withdrawal requests must include the Bid Solicitation {RFP} identification number and the final Quote {Proposal} submission date and must be sent to the following address:

Department of the Treasury
Division of Purchase and Property
PO Box 039
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0039
Attention: Supervisor, Proposal Review Unit

If during a Quote {Proposal} evaluation process, an obvious pricing error made by a potential Blanket P.O. {Contract} awardee is found, the Director or her designee shall issue written notice to the Vendor {Bidder}. The Vendor {Bidder} will have up to five (5) business days after receipt of

the notice to confirm its pricing. If the Vendor {Bidder} fails to respond, its Quote {Proposal} shall be considered withdrawn, and no further consideration shall be given to 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 Vendor's {Bidder's} intention is not readily discernible from other parts of the Quote {Proposal}, the Director may seek clarification from the Vendor {Bidder} to ascertain the true intent of the Quote {Proposal}.

1.4.8 JOINT VENTURE

If a joint venture is submitting a Quote {Proposal}, the agreement between the parties relating to such joint venture should be submitted with the joint venture's Quote {Proposal}. Authorized signatories from each party comprising the joint venture must sign the Offer and Acceptance Page {Signatory Page}. Each party to the joint venture must individually comply with all the forms and certification requirements in Sections 4.4.1 and 4.4.2 of this Bid Solicitation {RFP}.

1.4.9 RECIPROCITY FOR JURISDICTIONAL VENDOR {BIDDER} PREFERENCE

In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State Vendor {Bidder} whose state or locality maintains a preference practice for its Vendors {Bidders}. New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to identify States having preference laws, regulations, or practices and to invoke reciprocal actions. The State may obtain additional information as it deems appropriate to supplement the stated survey information.

A Vendor {Bidder} may submit information related to preference practices enacted for a State or Local entity outside the State of New Jersey. This information may be submitted in writing as part of the Quote {Proposal} response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to Vendor {Bidder}, etc. It is the responsibility of the Vendor {Bidder} to provide documentation with the Quote {Proposal} or submit it to the Director within five (5) business days after the deadline for Quote {Proposal} submission. Written evidence for a specific procurement that is not provided to the Director within five (5) business days of the public Quote {Proposal} submission date may not be considered in the evaluation of that procurement, but may be retained and considered in the evaluation of subsequent procurements.

1.4.10 QUOTE {PROPOSAL} ACCEPTANCES AND REJECTIONS

N.J.A.C. 17:12-2.7(d), the Director's right to waive minor irregularities or omissions in a Quote {Proposal} and N.J.A.C. 17:12-2.2 which defines causes for Quote {Proposal} rejection, apply to all Quotes {Proposals}. In addition, pursuant to N.J.S.A. 52:34-12, the Director retains the right to reject all Quotes {Proposals} if it is in the public interest.

1.5 PRICE LIST AND/OR CATALOG PRICING

The Vendor's {Bidder's} signature guarantees that prices set forth within the applicable manufacturer's preprinted price lists and/or catalogs will govern for the period of the Blanket P.O. {Contract} unless amended per Section 5.2.1 of the Bid Solicitation {RFP}. By signature, the Vendor {Bidder} also acknowledges that any reference to conditions or provisions affecting the Quote {Proposal} pricing as entered for the Bid Solicitation {RFP} price lines, including, but not limited to, minimum orders, order threshold charges, service charges, price escalation clauses, FOB shipping point limitations, and shipping charges, contained in the preprinted price lists,

catalogs, and/or literature, is not a condition or provision of its Quote {Proposal} and will not be part of any Blanket P.O. {Contract} awarded as a result of this Bid Solicitation {RFP}.

Vendor {Bidder} acknowledges that the submitted manufacturer's price list(s) and/or catalog(s) shall be available to Using Agencies on the Division's website to allow all eligible purchasing entities access to the pricing information. Therefore, price list(s) and/or catalog(s) submitted shall not be marked as confidential.

2.0 DEFINITIONS

2.1 CROSSWALK

START Term	Equivalent Existing New Jersey Term
Bid/Bid Solicitation	RFP/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

2.1.1 GENERAL DEFINITIONS

The following definitions will be part of any Blanket P.O. {Contract} awarded or order placed as a result of this Bid Solicitation {RFP}.

Definitions are listed by new **START** terminology; {existing terminology} appears in braces.

Best and Final Offer or BAFO – Pricing timely submitted by a Vendor {Bidder} upon invitation by the Division after Quote {Proposal} opening, with or without prior discussion or negotiation.

Bid or Bid Solicitation {RFP or Solicitation} – This series of documents, which establish the bidding and Blanket P.O. {Contract} requirements and solicits Quotes {Proposals} to meet the needs of the Using Agencies as identified herein, and includes the Bid Solicitation {Request for Proposal}, State of NJ Standard Terms and Conditions (SSTC), Price Sheet, attachments, and Bid Amendments {Addenda}.

Bid Amendment {Addendum} – Written clarification or revision to this Bid Solicitation {RFP} issued by the Division of Purchase and Property. Bid Amendments {Addenda}, if any, will be issued prior to Quote {Proposal} opening.

Business Day - Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Calendar Day – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Change Order {Contract Amendment} – An alteration or modification of the terms of a Blanket P.O. {Contract} between the State and the Vendor(s) {Contractor(s)}. A Change Order {Contract Amendment} is not effective until it is signed and approved in writing by the Director or Deputy Director, Division of Purchase and Property.

Cooperative Purchasing Program – The Division's intrastate program that provides procurement-related assistance to New Jersey local governmental entities and boards of education, State and county colleges and other public entities having statutory authority to utilize select State Blanket P.O.s {Contracts} issued by the Division, pursuant to the provisions of N.J.S.A. 52:25-16.1 et seq.

Days After Receipt of Order (ARO) - Means the number of calendar days 'After Receipt of Order' in which the Using Agency will receive the ordered materials and/or services.

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.

Discount - Means the standard discount applied by the Vendor {Bidder} to all items.

Division – The Division of Purchase and Property.

Evaluation Committee – A committee established or Division staff member assigned by the Director to review and evaluate Quotes {Proposals} submitted in response to this Bid Solicitation {RFP} and recommend a Blanket P.O. {Contract} award to the Director.

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

Master Blanket Purchase Order (Blanket P.O.) {Contract} – The Blanket P.O. {Contract} consists of the State of NJ Standard Terms and Conditions (SSTC), the Bid Solicitation {RFP}, the responsive Quote {Proposal} submitted by a responsible Vendor {Bidder} as accepted by the State, the notice of award, any Best and Final Offer, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment {Addenda} or other supporting documents, or post-award documents including Change Orders {Contract Amendments} agreed to by the State and the Vendor {Contractor}, in writing.

May – Denotes that which is permissible or recommended, not mandatory.

No Bid – The Vendor {Bidder} is not submitting a price Quote {Proposal} for an item on a price line.

No Charge – The Vendor {Bidder} will supply an item on a price line free of charge.

Procurement Bureau - The Division's unit responsible for the preparation, advertisement, and issuance of Bid Solicitations {RFPs}, for the tabulation of Quotes {Proposals} and for recommending award(s) of Blanket P.O.(s) {Contract(s)} to the Director and the Deputy Director.

Project – The undertakings or services that are the subject of this Bid Solicitation {RFP}.

QRGs – Quick Reference Guides.

Quote {Proposal} – Vendor's {Bidder's} timely response to the Bid Solicitation {RFP} including, but not limited to, technical Quote {Proposal}, price Quote {Proposal}, and any licenses, forms, certifications, or other documentation required by the Bid Solicitation {RFP}.

Revision – A response to a BAFO request or a requested clarification of the Vendors {Bidders} Quote {Proposal}.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a Quote {Proposal} as non-responsive.

Should – Denotes that which is permissible or recommended, not mandatory.

Small Business – Pursuant to N.J.A.C. 17:13-1.2, "small business" means a business that meets the requirements and definitions of "small business" and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one of the three following categories: (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to

\$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

SSTC – New Jersey Standard Terms and Conditions.

State – State of New Jersey.

State Contract Manager or SCM – The individual, as set forth in Section 8.0, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Change Order {Contract Amendment}.

Subcontractor – An entity having an arrangement with a Vendor {Contractor}, whereby the Vendor {Contractor} uses the products and/or services of that entity to fulfill some of its obligations under its State Blanket P.O. {Contract}, while retaining full responsibility for the performance of all [the Vendor's {Contractor's}] obligations under the Blanket P.O. {Contract}, including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Vendor {Contractor}.

Using Agency[ies] – A State department or agency, a quasi-State governmental entity, or a Cooperative Purchasing Program participant, authorized to purchase products and/or services under a Blanket P.O. {Contract} procured by the Division. This Blanket P.O. {Contract} may be used by the Using Agencies or quasi-governmental agencies specifically identified in the Bid Solicitation {RFP}. In addition, with the approval of the Director of the Division of Purchase and Property and the agreement of the Vendor {Contractor}, the Blanket P.O. {Contract} may be used by any Using Agency or quasi-governmental agency.

Vendor {Bidder} – An entity offering a Quote {Proposal} in response to the Division's Bid Solicitation {RFP}.

Vendor {Contractor} – The Vendor {Bidder} awarded a Blanket P.O. {Contract} resulting from this Bid Solicitation {RFP}.

2.1.2 BLANKET P.O. {CONTRACT}-SPECIFIC DEFINITIONS/ACRONYMS

ANSI – American National Standard Institute.

ASTM – American Standards for Testing Materials.

CSPC – Consumer Product Safety Commission.

Equipment – For the purposes of this Bid Solicitation {RFP}, equipment refers to the categories of law enforcement equipment and supplies specified in Section 3.1.

Equivalent Brand – A manufacturer's brand that meets the requirements of the category listed in Bid Solicitation {RFP} Section 3.

Explosive Ordinance Disposal (EOD) - The detection, identification, on-site evaluation, rendering safe, recovery, and final disposal of unexploded explosive ordnance. It may also include explosive ordnance, which has become hazardous by damage or deterioration.

Materials in Solid Waste - Materials found in the various components of the solid waste stream. General, solid waste has several components, such as municipal solid waste (MSW), construction and demolition debris (C&D), and nonhazardous industrial waste. Under RCRA Section 6002, EPA considers materials recovered from any component of the solid waste stream when designating items containing recovered materials.

OSHA – Occupational Safety and Health Act.

Original Equipment Manufacturer (OEM) – are manufacturers who resell its company's product under their own name and branding.

Personal Protective Equipment (PPE) - Refers to protective clothing, helmets, goggles, or other garments or equipment designed to protect the wearer's body from injury or infection. The hazards addressed by protective equipment include physical, electrical, heat, chemicals, biohazards, and airborne particulate matter.

Pre-Consumer Materials - Materials generated in manufacturing and converting processes, such as manufacturing scrap and trimmings/cuttings.

Post-Consumer Materials - A material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer materials are part of the broader category of recovered materials.

Recovered Materials - Waste materials and byproducts that have been recovered or diverted from solid waste, but do not include materials and byproducts generated from, and commonly reused within, an original manufacturing process.

Recycling - The series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of new products other than fuel for producing heat or power by combustion.

Recyclability - The ability of a product or material to be recovered from, or otherwise diverted from, the solid waste stream for the purpose of recycling.

RMAN - Recovered Materials Advisory Notices provide purchasing guidance and recommendations for recovered and post-consumer material content levels for designated items.

SWAT - A unit within a police force that is trained to deal with situations of unusual danger, especially when requiring aggressive tactics or enhanced firepower, as in rescuing hostages, thwarting terrorist attacks or assassinations, and subduing heavily armed suspects.

USEPA - United States Environmental Protection Agency.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

Vendor {Contractor} must supply equipment only for the categories listed below.

3.1 LAW ENFORCEMENT EQUIPMENT AND SUPPLIES CATEGORIES

The following is a list of the categories included in this Bid Solicitation {RFP} that meets the State's current requirements. No other categories of Law Enforcement goods and/or services are a part of this Blanket P.O. {Contract}. Any goods and/or services covered under another Blanket P.O. {Contract} will not be awarded as part of this Bid Solicitation {RFP}.

In addition, a Vendor {Contractor} may offer options specifically related to the category of equipment offered. Any parts, components, equipment, controls or materials which are standard and/or necessary to form an efficient and complete working unit can be offered in the price list for the category bid. For example, if a Vendor {Contractor} offers a robotic device, but the various interchangeable gripping arms and associated hardware are included as a separate cost item on the price list, those items can be offered to form a complete and working unit. The State reserves the right to approve or reject any proposed options. Any options approved by the State, will be made part of the price list uploaded to the Division's website.

3.1.1 CATEGORY 1 – AMMUNITION (PRICE LINES 1 THROUGH 7)

The category consists of centerfire & rim fire ammunition of all calibers and types.

Known manufacturers/brands that meet the State's needs for this category are:

- Blount/Speer/Gold Dot (All Types and Calibers);
- CCI (All Types and Calibers);
- Federal/American Eagle (All Types and Calibers);
- Hornady (All Types and Calibers);
- Remington (All Types and Calibers);
- Winchester (All Types and Calibers); and
- Equivalent Brand.

3.1.2 CATEGORY 2 - FIREARMS & FIREARM REPAIR PARTS (PRICE LINES 8 THROUGH 20)

The category consists of handguns, shotguns, machine guns, submachine guns, rifles and repair parts. Repair parts must be provided for each of the manufacturers/brands listed or its equivalent. Firearms and repair parts shall be limited to those items manufactured specifically for Law Enforcement and/or Military personnel.

Known manufacturers/brands that meet the State's needs for this category:

- Benelli;
- Beretta;
- Bushmaster;
- Colt;
- Daniel Defense;
- Glock;
- Heckler & Koch;
- Mossberg;
- Remington;
- Ruger;
- Sig Sauer;
- Smith & Wesson; and
- Equivalent Brand.

3.1.3 CATEGORY 3 - FIREARM ACCESSORIES (PRICE LINES 21 THROUGH 39)

The category consists of firearm accessories. Accessories shall be limited to firearm lockers, firearm safety systems, all types of firearm magazines, firearm racks, firearm cases, packs, firearm suppressors, muzzle brakes, flash hiders, range bags, weapon cleaning systems & sundries, firearm stocks, firearm scopes, firearm lights, firearm mounts and all types of firearm training systems & firearm targets.

Known manufacturers/brands for this category that meet the State's requirements:

- ATK;
- Benelli;
- Beretta;
- Bushnell/Tasco (includes all lines manufactured by Bushnell, i.e. Uncle Mike's, Hoppes, etc.);
- Bushmaster;
- Colt;
- Glock;
- Heckler & Koch;
- Leupold;
- Meggit Systems (FAT);
- Mossberg;
- Remington;
- Ruger;
- Sig Sauer;
- Smith & Wesson;
- Speedwell Targets (Complete line of paper and cardboard);
- Surefire;
- Tufloc; and
- Equivalent Brand.

3.1.4 CATEGORY 4 – NON-LETHAL WEAPONS/RIOT CONTROL EQUIPMENT, PARTS & ACCESSORIES (PRICE LINES 40 THROUGH 51)

The category consists of riot control equipment, non-lethal weapons and associated parts & accessories. Equipment shall be limited to batons, handcuffs, disposable restraints, breaching tools, chemical agent devices, OC aerosols, riot control shields, riot control helmets and less-lethal impact firearms and related non-lethal ammunition.

Known manufacturers/brands that meet the State's requirements in this category:

- ASP Batons & Equipment;
- Combined Tactical Systems, Inc.;
- FNH USA;
- Monadnock Batons;
- Proguard (Shields);
- Protech;
- Sabre OC Sprays;
- Simunition (All Types and Calibers);
- Streamlight – Flash Lights;
- Stoptech - Tire Deflation Systems;
- Taser International; and
- Equivalent Brand.

3.1.5 CATEGORY 5 - LASER/RADAR GUNS (PRICE LINES 52 THROUGH 55)

The category consists of laser & radar guns and associated parts & accessories.

Known manufacturers/brands that meet the State's requirements for this category:

- L3 Mobile-Vision, Inc.;
- Laser Technology Inc.;
- Stalker Radar (Applied Concepts); and
- Equivalent Brand.

3.1.6 CATEGORY 6 - LEATHER/NYLON GOODS & TACTICAL GEAR (PRICE LINES 56 THROUGH 62)

The category consists of tactical gear, belts, badges, holsters, backpacks, bags, hard cases and related accessories.

Known manufacturers/brands that meet the State's requirements for this category:

- 5.11 Tactical;
- Badge Company;
- Blackhawk;
- Draeger Safety;
- Pelican;
- Safariland; and
- Equivalent Brand.

3.1.7 CATEGORY 7 - BODY ARMOR, BOMB SUITS & ACCESSORIES (PRICE LINES 63 THROUGH 77)

The category consists of body armor of all types and in various sizes. This includes but is not limited to body armor vest & plating of all types, ballistic blankets, bomb suits and accessories.

Known manufacturers/brands that meet the State's requirements for this category:

- American Body Armor;
- Armor Shield;
- Armor Express;
- Diamond Tactical;
- First Choice;
- GH Armor Systems;
- OM Tactical;
- Paraclete;
- Point Blank/PACA Body Armor;
- Protech Tactical;
- Protective Apparel;
- Protective Products;
- Safariland/Med Eng.;
- Second Chance; and
- Equivalent Brand.

Note: Helmets, shields and other equipment related to riot control are included in Category 4.

3.1.8 CATEGORY 8 - CHEMICAL, BIOLOGICAL, RADIOLOGICAL, NUCLEAR AND EXPLOSIVES (CBRNE) DETECTION, MITIGATION & PERSONAL PROTECTIVE EQUIPMENT, PARTS & ACCESSORIES (PRICE LINES 78 THROUGH 103)

The category consists of CBRNE detection, mitigation and personal protective equipment and associated supplies & support.

Known manufacturers/brands that meet the State's requirements in this category are:

- AB Precision;
- Avon Protection;
- Caravan Shelters;
- Complete Environmental Products, Inc.;
- Concept Development Corp.;
- Draeger;
- Dupont;
- Endeavor Robots;
- FLIR Threat Detection Systems;
- FSI North America;
- Icor Technology;
- Lakeland;
- Ludlam;
- Mine Safety Appliance;
- QinetiQ - Robots;
- Radiation Shield Tech;
- Remotec Robotics;
- RoboteX;
- Robo-Team;
- Scott Safety;
- Smith Detection;
- Spilfyter Sorbent Products;
- Survivair - Honeywell;
- Televere Systems;
- Western Shelter; and
- Equivalent Brand.

This includes decontamination systems & shelters, self-contained breathing apparatus CBRNE respirators, CBRNE suits, CBRNE detection kits, CBRNE robots and all related parts and accessories for the items listed.

The CBRNE robots shall be capable of meeting the unique mission requirements of SWAT, EOD and hazmat teams. The CBRNE robots shall be modular, have remote capabilities, be able to maneuver rugged terrain and shall have some type of fixed/interchangeable gripping arm.

CBRNE personal protective suits shall be limited to the following standards:

- *Level A PPE* denotes fully encapsulated suit, with over-gloves and over boots integrated into the suit. Respiratory protection is a self-contained breathing apparatus;
- *Level B PPE* denotes a hooded suit, double gloves, over boots, and a self-contained breathing apparatus, and may be used for decontamination procedures for an unknown substance and for entry into hot zones where the agent is not caustic; and
- *Level C PPE* is similar to Level B, but uses an air-purifying respirator instead of a self-contained breathing apparatus.

CBRNE respirators shall be limited to the following types:

- Air-purifying escape respirators; and
- Self-contained escape respirators.

3.1.9 CATEGORY 9 - SEARCH & RESCUE EQUIPMENT (PRICE LINES 104 THROUGH 118)

The category consists of search and rescue equipment, supplies, and parts. Equipment, supplies and parts shall be limited to the following item types: rescue equipment & tools (including vehicle

rescue equipment and tools), binoculars, thermal imaging equipment, night vision equipment, and confined space communication equipment.

Known manufacturers/brands that meet the State's requirements in this category:

- Avon Thermal Imaging;
- Bushnell/Tasco Optics;
- Conspace Communications;
- E2V Technologies;
- Garmin GPS;
- Holmatro;
- ICS Blount;
- ITT;
- Night Vision Systems;
- North Safety;
- Robin America;
- Stanley Hydraulics;
- Steiner- Binoculars;
- Stihl - Vehicle Rescue Tools; and
- Equivalent Brand.

3.1.10 CATEGORY 10 – MARINE AND SCUBA EQUIPMENT, SUPPLIES, PARTS & ACCESSORIES (PRICE LINES 119 THROUGH 125)

The category consists of marine and scuba equipment and accessories. Marine and Scuba equipment shall be limited to survival suits, wetsuits, dry suits, regulators, masks, snorkels, tanks, gloves, fins, boots, gauges, compressors, diving harnesses, scuba buoyancy compensator devices (BCD), weight belts, underwater metal detectors, dive watches, hoses, fitting and accessories, as well as replacement parts for all equipment listed.

Known manufacturers/brands that meet the State's requirements in this category:

- Aqua Lung/US Divers;
- Interspiro;
- Kirby Morgan;
- Mustang Survival;
- Scuba Pro;
- Viking Dry Suits; and
- Equivalent Brand.

3.1.11 CATEGORY 11 - AREA SECURITY EQUIPMENT (PRICE LINES 126 THROUGH 132)

The category consists of area security equipment. Area security equipment shall be limited to metal detectors, remote area lighting systems and X-ray systems.

Known manufacturers/brands that meet the State's requirements in this category:

- Garret Metal Detectors;
- Mi-T-M Corporation;
- ELSAG;
- JBC Safety;
- Pelican Cases & Lighting;
- Scanna – Xray; and
- Equivalent Brand.

3.1.12 CATEGORY 12 - VEHICLE SIREN SYSTEMS & VEHICLE LIGHT SYSTEMS AND ASSOCIATED ACCESSORIES (PRICE LINES 133 THROUGH 143)

The category consists of law enforcement vehicle emergency light and siren systems of all types. This includes but is not limited to consoles, mounts, vehicle shields, installation kits, brackets, siren amplifiers and all parts and accessories related to emergency light and siren systems.

Known manufacturers/brands that meet the State's requirements in this category:

- Able 2;
- Code 3;
- Federal Signal;
- Gambler Johnson;
- Havis;
- Jotto Public Safety;
- Pro-Gard Products LLC;
- Setina Manufacturing;
- Troy Products;
- Whelen Police; and
- Equivalent Brand.

3.1.12.1 CATEGORY 12A – VEHICLE SIREN SYSTEMS & VEHICLE LIGHT SYSTEMS INSTALLATION AND REPAIR RATE (PRICE LINES 144 THROUGH 154)

The Vendor {Contractor} shall be required to install, repair and service all items at a not to exceed hourly rate, if the price line for service is awarded. The not to exceed hourly rate price line can be found on the Price Sheet under Category 12A.

Known manufacturers/brands that meet the State's requirements in this category:

- Able 2;
- Code 3;
- Federal Signal;
- Gamber Johnson;
- Havis;
- Jotto Public Safety;
- Pro-Gard Products LLC;
- Setina Manufacturing;
- Troy Products;
- Whelen Police; and
- Equivalent Brand as identified in Category 12.

Using Agencies may, but are not required to, utilize Category 12A.

3.1.13 CATEGORY 13 – POLICE IN-CAR VIDEO SOLUTION (PRICE LINES 155 THROUGH 160)

In-car video camera solutions shall consist of hardware, software, relevant services and hardware/software warranties. In-car equipment shall be limited to cameras, digital video recorders, SD cards, modems, routers, wireless access points, network servers, microphones, chargers, video display monitors, workstations, DVD burners, GPS receivers & antennas, radar interfaces, collision sensors and all other relevant hardware and wiring directly related and necessary for equipment installation and operation.

In-car video camera solutions must be able to transmit stored data through one (1) of the following mediums:

- Wireless data transfer to an onsite network server;
- Wired transfer from hard drive to onsite network server; or
- DVD/CD.

Vendor {Contractor} hosted cloud based solutions shall not be awarded under this Blanket P.O. {Contract}.

Known manufacturers/brands that meet the State's requirements in this category:

- L3 Mobile Vision;
- Pro-Vision;
- Taser;
- Utility Associates;
- WatchGuard; and
- Equivalent Brand.

3.1.13.1 CATEGORY 13A – INSTALLATION, CONSULTING SERVICES, HARDWARE /SOFTWARE CONFIGURATION, TRAINING AND REPAIR SERVICES – POLICE IN-CAR VIDEO SOLUTION (PRICE LINES 161 THROUGH 166)

The Vendor {Contractor} shall be required to provide consulting services, product installations, hardware & software configuration services, product training and repair services at a not to exceed hourly rate, if the price line for service is awarded. The not to exceed hourly rate price line can be found on the Price Sheet under Category 13A.

Known manufacturers/brands that meet the State's requirements in this category:

- L3 Mobile Vision;
- Pro-Vision;
- Taser;
- Utility Associates;
- WatchGuard; and
- Equivalent Brand as identified in Category 13.

Using Agencies may, but are not required to, utilize Category 13A.

3.1.14 CATEGORY 14 – POLICE BODY CAMERA SOLUTION (PRICE LINES 167 THROUGH 172)

Body camera solutions shall consist of hardware, software, relevant services and hardware/software warranties. Body camera equipment shall be limited to cameras, digital video recorders, SD cards, modems, routers, wireless access points, network servers, microphones, chargers, video display monitors, workstations, DVD burners, GPS receivers & antennas and all other relevant hardware and wiring directly related and necessary for equipment installation and operation.

Body camera solutions must be able to transmit stored data through one (1) of the following mediums:

- Wireless data transfer to an onsite network server;
- Wired transfer from hard drive to network server; or
- DVD/CD storage.

Vendor {Contractor} hosted cloud based solutions shall not be awarded under this Blanket P.O. {Contract}.

Known manufacturers/brands that meet the State's requirements in this category:

- L3 Mobile Vision;
- Pro-Vision;
- Taser;
- Utility Associates;
- WatchGuard; and
- Equivalent Brand.

3.1.14.1 CATEGORY 14A – INSTALLATION, CONSULTING SERVICES, HARDWARE/SOFTWARE CONFIGURATION, TRAINING AND REPAIR SERVICES – POLICE BODY CAMERA SOLUTION (PRICE LINES 173 THROUGH 178)

The Vendor {Contractor} shall be required to provide consulting services, product installations, hardware & software configuration services, product training and repair services at a not to exceed hourly rate, if the price line for service is awarded. The not to exceed hourly rate price line can be found on the Price Sheet under Category 14A.

Known manufacturers/brands that meet the State's requirements for this category:

- L3 Mobile Vision;
- Pro-Vision;
- Taser;
- Utility Associates;
- WatchGuard; and
- Equivalent Brand as identified in Category 14.

Using Agencies may, but are not required to, utilize Category 14A.

3.1.15 CATEGORY 15 – INTERVIEW ROOM CAMERA SOLUTION (PRICE LINES 179 THROUGH 183)

Interview room camera solutions shall consist of hardware, software, relevant services and hardware/software warranties. Interview room equipment shall be limited to cameras, digital video recorders, SD cards, modems, routers, wireless access points, network servers, microphones, chargers, video display monitors, workstations, DVD burners and all other relevant hardware and wiring directly related and necessary for equipment installation and operation.

Interview room camera solutions must be able to transmit stored data through one (1) of the following mediums:

- Wireless data transfer to an onsite network server;
- Wired transfer from hard drive to onsite network server; or
- DVD/CD storage.

Vendor {Contractor} hosted cloud based solutions shall not be awarded under this Blanket P.O. {Contract}.

Known manufacturers/brands that meet the State's requirements in this category:

- L3 Mobile Vision;
- Panasonic;
- Pro-Vision;
- Taser; and
- Equivalent Brand.

3.1.15.1 CATEGORY 15A – INSTALLATION, CONSULTING SERVICES, HARDWARE/SOFTWARE CONFIGURATION, TRAINING AND REPAIR SERVICES – INTERVIEW ROOM CAMERA SOLUTION (PRICE LINES 184 THROUGH 188)

The Vendor {Contractor} shall be required to provide consulting services, product installations, hardware & software configuration services, product training and repair services at a not to exceed hourly rate, if the price line for service is awarded. The not to exceed hourly rate price line can be found on the Price Sheet under Category 15A.

Known manufacturers/brands that meet the State's requirements in this category:

- L3 Mobile Vision;
- Panasonic;
- Pro-Vision;
- Taser; and
- Equivalent Brand as identified in Category 15.

Using Agencies may, but are not required to, utilize Category 15A.

3.1.16 CATEGORY 16 – AUTOMATIC LICENSE PLATE RECOGNITION SURVEILLANCE SOLUTION (PRICE LINES 189 THROUGH 192)

Automatic license plate surveillance solutions shall consist of hardware, software, relevant services and hardware/software warranties. Automatic license plate surveillance equipment shall be limited to cameras, digital video recorders, SD cards, modems, routers, wireless access points, network servers, microphones, chargers, video display monitors, workstations, DVD burners and all other relevant hardware and wiring directly related and necessary for equipment installation and operation.

Automatic license plate surveillance solutions must be able to transmit stored data through one (1) of the following mediums:

- Wireless data transfer to an onsite network server;
- Wired transfer from hard drive to network server; or
- DVD/CD storage.

Vendor {Contractor} hosted cloud based solutions shall not be awarded under this Blanket P.O. {Contract}.

Known manufacturers/brands that meet the State's requirements in this category:

- 3M;
- ELSAG;
- L3 Mobile Vision; and
- Equivalent Brand.

3.1.16.1 CATEGORY 16A – INSTALLATION, CONSULTING SERVICES, HARDWARE/SOFTWARE CONFIGURATION, TRAINING AND REPAIR SERVICES - AUTOMATIC LICENSE PLATE RECOGNITION SURVEILLANCE SOLUTION (PRICE LINES 193 THROUGH 196)

The Vendor {Contractor} shall be required to provide consulting services, product installations, hardware & software configuration services, product training and repair services at a not to exceed hourly rate, if the price line for service is awarded. The not to exceed hourly rate price line can be found on the Price Sheet under Category 16A.

Known manufacturers/brands that meet the State's requirements in this category:

- 3M;
- ELSAG;
- L3 Mobile Vision; and
- Equivalent Brand as identified in Category 16.

Using Agencies may, but are not required to, utilize Category 16A.

3.2 MEASUREMENTS

The Using Agency will have the option of taking its own measurements or may request that the Vendor {Contractor} take measurements at the Using Agency site. Measurements taken will be performed at no charge to the Using Agency.

The State will not accept an authorized service center for sizing. The State will accept responsibility for proper size and fit in accordance with the warranty provision, as well as costs for remakes, due to sizing or measurement errors.

3.3 MANUALS

The Vendor {Contractor} shall supply complete shop repair manuals, parts manuals, service manuals and operator's manuals, where applicable, at the time of delivery. In addition, written operational instructions shall be provided, if requested by the Using Agency.

3.4 LICENSING REQUIREMENTS

All Vendors {Contractors} shall comply with the New Jersey Code of Criminal Justice, Firearms and Weapons Law Section N.J.S.A. 2C:39-1 et seq. and N.J.S.A. 2C:58-2 et seq., and N.J.A.C. 13:54, where applicable.

3.5 GUARANTEE/WARRANTY

The Vendor {Contractor} shall guarantee that the equipment and/or components supplied will be free from any defects and operate satisfactorily and in accordance with the guidelines of the manufacturer's warranty from the date of acceptance by the Using Agency. The Vendor {Contractor} shall replace free of charge any defective equipment and parts for one-year from the date of acceptance. The warranty shall include parts and service. A pro-rated warranty shall not be acceptable.

3.6 DELIVERY

The Vendor {Contractor} shall make arrangements for delivery of goods and services upon receipt of a purchase order. Deliveries for all items shall be made within the delivery timeframe noted on the Price Sheet and in strict accordance with the instructions from the Using Agency. All deliveries must be made as instructed by the Using Agency, during work hours, except on legal holidays. The Vendor {Contractor} must contact the Using Agency for all delivery delays.

No goods and services will be accepted at the final delivery point without all supporting documentation and paperwork completed and delivered with the goods and services, which may include a copy of the purchase order, payment voucher, invoice and/or warranty documentation. No goods and services will be considered accepted until they have undergone final inspection at the delivery point.

3.7 PACKAGING & SHIPPING

Packaging shall be such as to protect the items adequately and to ensure safe shipment. Shipping cases shall be marked to show the name of the supplier, name and address of receiving Agency and State purchase order number (if applicable).

3.8 CURRENT PRODUCTION ITEMS

Vendors {Contractors} must provide new and current production items. Surplus, seconds, factory rejects, closeouts, refurbished or distressed items are not acceptable and, if furnished, will be rejected. Failure to comply with this requirement will be cause for termination of the Blanket P.O. {Contract} in whole or in part with the Vendor {Contractor} responsible for any and all additional costs incurred by the Using Agencies as a result of such termination, including but not limited to the cost of purchasing a similar item from another vendor.

3.8.1 REPLACEMENT OF UNSATISFACTORY PRODUCT

In the event the product supplied is reasonably deemed unsatisfactory by the Using Agency, the Vendor {Contractor} shall immediately remove and replace the unsatisfactory product(s), at no cost to the Using Agency within the warranty period noted in Section 3.5. The timeframe for replacement shall not exceed the delivery days ARO listed on the Price Sheet. Failure to comply may result in the product(s) being removed from the Blanket P.O. {Contract}, and the Using Agency shall then have the right to obtain the same or similar product(s) from another Vendor {Contractor}. In such event, any price difference, as well as transportation costs, shall be paid by the Vendor {Contractor}.

3.8.2 SALE OF UNAUTHORIZED PRODUCTS OR SERVICE

A Vendor's {Contractor's} offering any product or service not on the Vendor's {Contractor's} Blanket P.O. {Contract} will result in a formal complaint being filed with the Division's Contract Compliance and Audit Unit that could adversely affect a Vendor's {Contractor's} Blanket P.O. {Contract}, performance file that could negatively impact the Vendor's {Contractor's} award of future State Blanket P.O.s {Contracts}.

3.8.3 SUBSTITUTION OF DISCONTINUED PRODUCTS

The Vendor {Contractor} may offer a substitution for any product discontinued by the manufacturer awarded in its Blanket P.O. {Contract}. All substitutions must be approved by the State. The Vendor {Contractor} must write to the Division's assigned procurement specialist for T- 0106 stating that an item has been discontinued by the manufacturer along with supporting documentation from that manufacturer that the item has been discontinued. The Vendor {Contractor} must provide in its letter the discontinued model number, model number of the new product being offered, detailed literature for the new product being offered, the price of the discontinued item and the price of the product being offered as a replacement. The State will not approve the substitution of a discontinued item without all of the above information.

The replacement product should be offered to the State at the same price as the discontinued product. Please see Section 5.2.1 for price adjustment instructions.

4.0 QUOTE {PROPOSAL} PREPARATION AND SUBMISSION

4.1 GENERAL

Quotes {Proposals} including Vendor {Bidder} proposed terms and conditions may be accepted, but Vendor {Bidder} proposed terms or conditions that conflict with those contained in the Bid Solicitation {RFP} as defined in Section 2.0 of this Bid Solicitation {RFP}, or that diminish the State's rights under any Blanket P.O. {Contract} resulting from the Bid Solicitation {RFP}, will be considered null and void. The State is not responsible for identifying conflicting Vendor {Bidder} proposed terms and conditions before issuing a Blanket P.O. {Contract} award. It is incumbent upon the Vendor {Bidder} to identify and remove its conflicting proposed terms and conditions prior to Quote {Proposal} submission. In the event that a Vendor {Bidder} intends to propose terms and conditions contrary to the Bid Solicitation {RFP}, these Vendor {Bidder} proposed terms and conditions shall only be considered if submitted pursuant to the procedure set forth in Section 1.3.1 of this Bid Solicitation {RFP}. Vendors {Bidders} shall not submit exceptions on the "Terms and Conditions" Tab through **NJSTART**. Under no circumstance is the State required to accept a Vendor's {Bidder's} exception to the Bid Solicitation {RFP}.

In the event that prior to Notice of Intent to Award, the Division notifies the Vendor {Bidder} of any such conflicting Vendor {Bidder} proposed term or condition and the conflict it poses, the Division may require the Vendor {Bidder} to either withdraw it or withdraw its Quote {Proposal}.

After award of Blanket P.O. {Contract}:

- a. if conflict arises between a Vendor {Bidder} proposed term or condition included in the Quote {Proposal} and a term or condition of the Bid Solicitation {RFP}, the term or condition of the Bid Solicitation {RFP} will prevail; and
- b. if the result of the application of a Vendor {Bidder} proposed term or condition included in the Quote {Proposal} would diminish the State's rights, the Vendor {Bidder} proposed term or condition will be considered null and void.

The Vendor {Bidder} is advised to thoroughly read and follow all instructions contained in this Bid Solicitation {RFP}, including the instructions on the Bid Solicitation's {RFP's} Offer and Acceptance Page {Signatory Page} and through all QRGs located on the [NJSTART Vendor Support Page](#), in preparing and submitting its Quote {Proposal}.

Use of URLs in a Quote {Proposal} should be kept to a minimum and may not be used to satisfy any material term of a Bid Solicitation {RFP}. If a preprinted or other document included as part of the Quote {Proposal} contains a URL, a printed (or if a Quote {Proposal} is submitted electronically, electronic) copy of the URL page shall be provided and will be considered as part of the Quote {Proposal}. Additional URLs on the copy of the URL page shall not be considered as part of the Quote {Proposal} unless a copy of those URL pages are also provided.

The forms discussed herein and required for submission of a Quote {Proposal} in response to this Bid Solicitation {RFP} are available on the [Division's website \(http://www.state.nj.us/treasury/purchase/forms.shtml\)](http://www.state.nj.us/treasury/purchase/forms.shtml) unless noted otherwise.

4.2 QUOTE {PROPOSAL} DELIVERY AND IDENTIFICATION

A Quote {Proposal} must arrive at the Division in accordance with this Bid Solicitation's {RFP's} instructions within the time frames noted on the Bid Solicitation {RFP} cover sheet and on the "Summary" page of the Bid Solicitation in **NJSTART**. Vendors {Bidders} submitting electronic Quotes {Proposals} via **NJSTART** are cautioned to allow adequate time to ensure timely uploads

of all Quote {Proposal} documents to mitigate unforeseen delays or issues. Vendors {Bidders} submitting hard copy Quotes {Proposals} are cautioned to allow adequate delivery time to ensure timely delivery of Quotes {Proposals}. **State regulation mandates that late Quotes {Proposals}, regardless of submission method, are ineligible for consideration. THE EXTERIOR OF ALL QUOTE {PROPOSAL} PACKAGES SHALL BE LABELED WITH THE BID SOLICITATION {RFP} IDENTIFICATION NUMBER AND THE FINAL QUOTE {PROPOSAL} SUBMISSION DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NJSTART ELECTRONIC SUBMISSION VS. HARD COPY SUBMISSION INSTRUCTION

4.3.1 NJSTART SUBMISSION OF QUOTE {PROPOSAL}

If the Vendor {Bidder} is submitting a **NJSTART** Quote {Proposal}, hard copy submission is not required, see Section 4.3.2 for number of complete and exact copies. Vendors {Bidders} may refer to the QRGs "Vendor Registration" and "Submit a Quote" for additional instructions detailing how to enroll in **NJSTART** and submit a **NJSTART** electronic Quote {Proposal}. QRGs are located on the **NJSTART Vendor Support Page**. If the Vendor {Bidder} submits both a **NJSTART** and a hard copy of the Vendor's {Bidder's} Quote {Proposal}, the **NJSTART** Quote {Proposal} will prevail in the event of a discrepancy between the electronic and paper versions.

When submitting a **NJSTART** Quote {Proposal}, do not use any symbols (i.e., #, @, \$, &, *) in the filename. In addition, the Vendor {Bidder} should name each uploaded electronic file and folder with the information in the brackets [] below as follows:

[Vendor {Bidder} name][Bid Solicitation {RFP} number]. Example: vendornameXXDPPXXXXX

The Vendor {Bidder} should submit the manufacturer(s) price list through **NJSTART** in one of the following electronic forms:

- MS Excel or similar;
- Adobe PDF; or
- Text File.

If the Vendor {Bidder} submits a Quote {Proposal} electronically through **NJSTART**, the Vendor {Bidder} should select the "Confidential" option in **NJSTART** for attachments on the "Attachments" Tab to request that the documents not be displayed publicly through **NJSTART**.

Note: Marking an attachment as "Confidential" in **NJSTART** shall not constitute the Vendor's {Bidder's} designation of the attachment as exempt from public disclosure under OPRA and/or the common law as outlined in Section 1.4.4.

4.3.2 HARD COPY SUBMISSION

The Vendor {Bidder} must submit the following Quote {Proposal} copies:

- One (1) complete Quote {Proposal}, comprising of all required documents and including original, physical signature, clearly marked as the "ORIGINAL" Quote {Proposal}.**
- One (1) complete and exact ELECTRONIC copy of the original Quote {Proposal} in PDF file format on disc (CD or DVD). These should be cover to cover copies, and should not be password protected. THE PRICE SCHEDULE SHALL NOT BE INCLUDED ON THIS DISC.**

- c. **One (1) complete and exact ELECTRONIC copy** of the original price sheet in Microsoft Excel file format on disc (CD or DVD). This should be a cover to cover copy, and should not be password protected.

Copies are necessary in the evaluation of the Quote {Proposal} and for record retention purposes. A Vendor {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. The Vendor {Bidder} should make and retain a copy of its Quote {Proposal}.

4.4 QUOTE {PROPOSAL} CONTENT

The Quote {Proposal} should contain the State supplied price sheet/schedule(s) and all forms/documents required by the Bid Solicitation {RFP}. The Vendor {Bidder} is cautioned to carefully read the Bid Solicitation {RFP} to ensure that all required forms are submitted with the Vendor's {Bidder's} Quote {Proposal}. **NOTE: Failure to submit required forms/documents may result in the Vendor's {Bidder's} Quote {Proposal} being deemed non-responsive.**

A Vendor {Bidder} submitting a Quote {Proposal} through **NJSTART** must complete its Price Schedule as an attachment using the State-supplied price sheet/schedule(s) accompanying this Bid Solicitation {RFP} and located on the "Attachments" Tab (See Section 4.4.5 of this Bid Solicitation {RFP}). The Vendor {Bidder} must enter a Unit Cost of \$1.00 for each price line item on the "Items" Tab in **NJSTART**. The Vendor {Bidder} is instructed to do so only as a mechanism to comply with Bid Solicitation {RFP} Section 6.8 and prevent all pricing from being publicly displayed in **NJSTART**. In the event that a Vendor {Bidder} using **NJSTART** to submit a Quote {Proposal} uploads a price sheet/schedule attachment and completes the Items Tab in **NJSTART** (instead of entering a Unit Cost of \$1.00 as instructed), the price sheet/schedule attachment will govern.

4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH QUOTE {PROPOSAL}

Vendors {Bidders} should refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through **NJSTART**. Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" Tab within its profile in **NJSTART**. QRGs are located on the NJSTART Vendor Support Page.

In the event that a Vendor {Bidder} fails to attach a required form, or the attached form is deemed deficient, the Division may access the Primary Form to be considered as part of the Quote {Proposal}.

Vendors {Bidders} submitting forms through hard copy must complete the full version of the form and may refer to instructions included within the forms on the Division's website.

Vendors {Bidders} are under a continuing obligation to report updates to the information contained in its required forms whether submitting through **NJSTART** or as a hard copy.

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.3.4 of this Bid Solicitation {RFP}.

4.4.1.1 OFFER AND ACCEPTANCE {SIGNATORY} PAGE

The Vendor {Bidder} shall complete, including signature of an authorized representative of the Vendor {Bidder}, and submit the Offer and Acceptance Page {Signatory Page} accompanying this Bid Solicitation {RFP} (whether submitted through **NJSTART** or as a hard copy). If the Vendor {Bidder} is a limited partnership, the Offer and Acceptance Page {Signatory Page} must be signed

by a general partner. All information requested must be submitted. If the Vendor {Bidder} is a joint venture, the Offer and Acceptance Page {Signatory Page} must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the Quote {Proposal}.

4.4.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION

The Vendor {Bidder} must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles. See Section 2.5 of the SSTC and N.J.S.A. 52:34-12.2 for additional information about the MacBride principles.

By signing the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} is automatically certifying that either:

- a. The Vendor {Bidder} has no operations in Northern Ireland; or
- b. The Vendor {Bidder} has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A Vendor {Bidder} electing not to certify to the MacBride Principles must nonetheless sign the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page} AND must include, as part of its Quote {Proposal}, a statement indicating its refusal to comply with the provisions of this Act.

4.4.1.1.2 NO SUBCONTRACTOR CERTIFICATION

For a Quote {Proposal} that does NOT include the use of any Subcontractors, by signing the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} is *automatically* certifying that:

- a. In the event the award is granted to the Vendor's {Bidder's} firm and the Vendor {Bidder} later determines at any time during the term of the Blanket P.O. {Contract} to engage Subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the SSTC, the Vendor {Bidder} shall submit a Subcontractor Utilization Plan form for approval to the Division in advance of any such engagement of Subcontractors; and
- b. If the Blanket P.O. {Contract} is a small business subcontracting set-aside, the Vendor {Bidder} certifies that in engaging Subcontractors, it shall make a good faith effort to achieve the subcontracting set-aside goals, and shall attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4 et seq.

4.4.1.1.3 NON-COLLUSION

By submitting a Quote {Proposal} and signing the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} certifies as follows:

- a. The price(s) and amount of its Quote {Proposal} have been arrived at independently and without consultation, communication or agreement with any other Vendor {Contractor, Bidder} or any other party;
- b. Neither the price(s) nor the amount of its Quote {Proposal}, and neither the approximate price(s) nor approximate amount of this Quote {Proposal}, have been disclosed to any other firm or person who is a Vendor {Bidder} or potential Vendor {Bidder}, and they will not be disclosed before the Quote {Proposal} submission;

- c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Blanket P.O. {Contract}, or to submit a Quote {Proposal} higher than this Quote {Proposal}, or to submit any intentionally high or noncompetitive Quote {Proposal} or other form of complementary Quote {Proposal};
- d. The Quote {Proposal} of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Quote {Proposal}; and
- e. The Vendor {Bidder}, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

4.4.1.1.4 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by Vendors {Bidders/Contractors} in its dealings with the State. The guide provides further information about compliance with Section 2.8 of the SSTC. The guide can be found at:
http://www.state.nj.us/treasury/purchase/ethics_guide.shtml

By signing the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} is automatically certifying that it has complied with all applicable laws and regulations governing the provision of State goods and services, including the Conflicts of Interest Law, N.J.S.A. 52:13D-12 to -28.

4.4.1.2 NJ STANDARD BID SOLICITATION {RFP} FORMS REQUIRED WITH THE QUOTE {PROPOSAL}

Vendor's {Bidder's} failure to complete, sign and submit the forms in Section 4.4.1.2 shall be cause to reject its Quote {Proposal} as non-responsive.

4.4.1.2.1 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:25-24.2, in the event the Vendor {Bidder} is a corporation, partnership or limited liability company, the Vendor {Bidder} must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote {Proposal}. A Vendor's {Bidder's} failure to submit the completed and signed form with its Quote {Proposal} will result in the rejection of the Quote {Proposal} as non-responsive and preclude the award of a Blanket P.O. {Contract} to said Vendor {Bidder} unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote {Proposal} submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote {Proposal}.

In the alternative, to comply with this section, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

Vendors {Bidders} using **NJSTART** to submit a Quote {Proposal} shall make the appropriate certification on the "Maintain Terms and Categories" Tab within its profile by checking the applicable box and, if required, completing and attaching the shortened Ownership Disclosure Form. Vendors {Bidders} not using **NJSTART** to submit a Quote {Proposal} must complete the full Ownership Disclosure Form located on the Division's website. This form is also available in **NJSTART** (www.njstart.gov).

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through **NJSTART**. Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" Tab within its profile in **NJSTART**. QRGs are located on the NJSTART Vendor Support Page.

Vendors {Bidders} utilizing **NJSTART** should designate one version of the Ownership Disclosure Form as the Primary Form. In the event that a Vendor {Bidder} fails to attach an Ownership Disclosure Form, or the attached Ownership Disclosure Form is deemed deficient, the Division may access the Primary Form and consider it as part of the Quote {Proposal}. Note: The Primary Form must have a Date Created within six (6) months of the Quote {Proposal} submission deadline to be considered valid.

4.4.1.2.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Pursuant to N.J.S.A. 52:32-58, the Vendor {Bidder} must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Vendor {Bidder}, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Vendor {Bidder}, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Vendor {Bidder} is unable to so certify, the Vendor {Bidder} shall provide a detailed and precise description of such activities as directed on the form. A Vendor's {Bidder's} failure to submit the completed and signed form with its Quote {Proposal} will result in the rejection of the Quote {Proposal} as non-responsive and preclude the award of a Blanket P.O. {Contract} to said Vendor {Bidder}.

Vendors {Bidders} using **NJSTART** to submit a Quote {Proposal} shall make the appropriate certification on the "Maintain Terms and Categories" Tab within its profile by checking the applicable box and, if required, completing and attaching the shortened Disclosure of Investment Activities in Iran form. Vendors {Bidders} not using **NJSTART** to submit a Quote {Proposal} must complete the full Disclosure of Investment Activities in Iran form located on the Division's website. The full version of the form is also available in **NJSTART** (www.njstart.gov).

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through **NJSTART**. Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" Tab within its profile in **NJSTART**. QRGs are located on the NJSTART Vendor Support Page.

Vendors {Bidders} utilizing **NJSTART** should designate the most current version of the Disclosure of Investment Activities in Iran form as the Primary Form. In the event that a Vendor {Bidder} fails to attach a Disclosure of Investment Activities in Iran form, or the attached Disclosure of Investment Activities in Iran form is deemed deficient, the Division may access the Primary Form, as designed in the Vendor {Bidder} profile, to be considered as part of the Quote {Proposal}.

4.4.1.3 SUBCONTRACTOR UTILIZATION PLAN

Please note that the State of New Jersey will not be utilizing the "Subcontractor" Tab in **NJSTART**. Vendors {Bidders} intending to use a Subcontractor shall submit a Subcontractor Utilization Plan form.

The Subcontractor Utilization Plan form is located on the Division's website. The form is also available in **NJSTART**. Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through **NJSTART**. QRGs are located on the NJSTART Vendor Support Page.

4.4.1.4 SMALL BUSINESS REGISTRATION FOR SET-ASIDE BLANKET P.O.S {CONTRACTS}

Not applicable to this Bid Solicitation {RFP}.

4.4.1.5 BID SECURITY

Not applicable to this Bid Solicitation {RFP}.

4.4.2 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED BEFORE BLANKET P.O. {CONTRACT} AWARD AND THAT SHOULD BE SUBMITTED WITH THE QUOTE {PROPOSAL}

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.3.4 of this Bid Solicitation {RFP}.

4.4.2.1 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Vendor {Bidder} and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Blanket P.O. {Contract}. To facilitate the Quote {Proposal} evaluation and Blanket P.O. {Contract} award process, the Vendor {Bidder} should submit a copy of its valid BRC and those of any named Subcontractors with its Quote {Proposal}. See Section 2.1 of the SSTC.

Any Vendor {Bidder}, inclusive of any named Subcontractors, not having a valid business registration at the time of the Quote {Proposal} opening, or whose BRC was revoked prior to the submission of the Quote {Proposal}, should proceed immediately to register its business or seek reinstatement of a revoked BRC. Vendors {Bidders} should verify its BRC status on the "Maintain Terms and Categories" Tab within its profile in **NJSTART**. In the event of an issue with a Vendor's {Bidder's} BRC, **NJSTART** provides a link to take corrective action.

The Vendor {Bidder} is cautioned that it may require a significant amount of time to secure the reinstatement of a revoked BRC. The process can require actions by both the Division of Revenue and Enterprise Services and the Division of Taxation. For this reason, a Vendor's {Bidder's} early attention to this requirement is highly recommended. The Vendor {Bidder} and its named Subcontractors may register with the Division of Revenue and Enterprise Services, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

A Vendor {Bidder} otherwise identified by the Division as a responsive and responsible Vendor {Bidder}, inclusive of any named Subcontractors, but that was not business registered at the time of submission of its Quote {Proposal} must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A Vendor {Bidder} failing to comply with this requirement by the deadline specified by the Division will be deemed ineligible for Blanket P.O. {Contract} award. Under any circumstance, the Division will rely upon information available from

computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

A Vendor {Bidder} receiving a Blanket P.O. {Contract} award as a result of this procurement and any Subcontractors named by that Vendor {Bidder} will be required to maintain a valid business registration with the Division of Revenue and Enterprise Services for the duration of the executed Blanket P.O. {Contract}, inclusive of any Blanket P.O. {Contract} extensions.

4.4.2.2 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Vendor {Bidder} should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote {Proposal}, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) 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. If a Vendor {Bidder} does not submit the form with the Quote {Proposal}, the Vendor {Bidder} must comply within seven (7) business days of the State's request or the State may deem the Quote {Proposal} non-responsive.

Vendors {Bidders} using [NJSTART](#) to submit a Quote {Proposal} shall make the appropriate certification on the "Maintain Terms and Categories" Tab within its profile by checking the applicable box and, if required, complete and attach the shortened [NJSTART](#) form. Vendors {Bidders} not using [NJSTART](#) to submit a Quote {Proposal} must complete the full version of the form located on the [Division's website](#). This form is also available in [NJSTART](#).

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through [NJSTART](#). Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" Tab within its profile in [NJSTART](#). QRGs are located on the [NJSTART Vendor Support Page](#).

4.4.2.3 SOURCE DISCLOSURE

Pursuant to [N.J.S.A. 52:34-13.2](#), prior to an award of Blanket P.O. {Contract}, the Vendor {Bidder} is required to submit a completed Source Disclosure Form. The Vendor's {Bidder's} inclusion of the completed Source Disclosure Form with the Quote {Proposal} is requested and advised. See Bid Solicitation {RFP} Section 7.1.2 for additional information concerning this requirement.

The Source Disclosure Form is located on the [Division's website](#). The form is also available in [NJSTART](#). Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through [NJSTART](#). QRGs are located on the [NJSTART Vendor Support Page](#).

4.4.2.4 AFFIDAVIT OF APPAREL FORM

Not applicable to this Bid Solicitation {RFP}.

4.4.3 SUBMITTALS

Vendors {Bidders} may refer to the QRG "Submit a Quote" for instructions detailing how to submit a [NJSTART](#) electronic Quote {Proposal}. QRGs are located on the [NJSTART Vendor Support Page](#).

In addition to the above requirements, the Vendor {Bidder} is required to submit its price list(s) on a CD in MS Excel, PDF or text format.

The State will consider a Vendor's {Bidder's} volume discount for ordering; however, such discounts will not be factored in to the evaluation of the Quote {Proposal}. Vendors {Bidders} should submit volume discounts on company letterhead.

4.4.3.1 VENDOR {BIDDER} EXPERIENCE

The Vendor {Bidder} should complete ALL the information requested on the Vendor {Bidder} Data Sheet Form attached to this Bid Solicitation {RFP} so that the State is able to make a sound business judgment regarding the Vendor's {Bidder's} experience and capability to perform the Blanket P.O. {Contract} to the State's satisfaction.

The State may require a Vendor {Bidder} to provide additional information or documentation within five (5) business days of request by the State.

4.4.3.2 MANUFACTURER'S CATALOG AND PRICE LIST

4.4.3.2.1 The Vendor {Bidder} should submit with its Quote {Proposal} the manufacturer's latest preprinted price list, as of the Quote {Proposal} opening date, for each brand price line item (including any equivalent brand) bid, along with any available catalog. The Vendor {Bidder} is encouraged to submit its price list(s) in the form of a CD or thumb drive in MS Excel, PDF or text format.

If a Vendor {Bidder} does not provide the manufacturer's price list for the brand(s) bid, the State reserves the right to request such information from the Vendor {Bidder}. The Vendor {Bidder} must respond to such request by providing all requested information within forty-eight (48) hours. If the information requested is not received within forty-eight (48) hours, the Quote {Proposal} shall be rejected.

4.4.3.2.2 All catalogs and price lists submitted must be properly labeled, showing the Vendor's {Bidder's} name, Bid Solicitation {RFP} number, brand/price line item bid, and the effective date of the price list. Manufacturer's list prices included in its catalog are acceptable in lieu of the required price list. The State may request the manufacturer's certification that it does not make available any pre-printed price list and that it is only available in the format submitted.

4.4.3.2.3 In the event that two or more Vendors {Bidders} submit price lists for the same manufacturer/brand with different dates, the price list with the most current date will be adopted as the basis for Quote {Proposal} evaluation and Blanket P.O. {Contract} Award.

4.4.3.2.4 If a manufacturer's price list is not published, then the manufacturer's prices listed on its letterhead, dated and with authorized signature are acceptable. The letter should include the Bid Solicitation {RFP} number and price line number.

4.4.3.2.5 If the price list submitted has more than one price list column, it will be the Vendor's {Bidder's} responsibility to "blank out" all columns except the price column to which the discount shall be applied to obtain the purchase price. If a price list is submitted on a CD and contains multiple price list columns that are not able to be deleted, a Vendor {Bidder} must specify on the price line which column on the price list the discount or mark-up applies to. Vendors {Bidders} shall not change any prices on a manufacturer's price list.

4.4.3.2.6 Vendors {Bidders} must only provide the equipment offered by the manufacturer within the category and brand bid. This will require the Vendors {Bidders} to redact the equipment which does not apply to the category. In addition, Vendors {Bidders} must indicate, as instructed on the Price Sheet, the page number(s) that apply to the equipment

offered for the category bid. In lieu of redacting a price list, a Vendor {Bidder} may choose to offer only the pages of the price list that correspond with the category bid.

Any parts, components, equipment, controls or materials which are standard and/or necessary to form an efficient and complete working unit can be offered in the price list. For example, if a Vendor {Contractor} offers a robotic device, but the various interchangeable gripping arms with associated hardware are included as a separate cost item on the price list, those items can be offered to form a complete and working unit. The State reserves the right to approve or reject any proposed options. Any options approved by the State, will be made part of the price list uploaded to the Division's website.

4.4.3.2.6.1 The State will only award a Blanket P.O. {Contract} for items that are specified for each category in Section 3.1, notwithstanding a Vendor's {Bidder's} failure to redact those items.

4.4.3.2.6.2 Vendor {Bidder} acknowledges that the submitted manufacturer's price list(s) and/or catalog(s) shall be available to Using Agencies on the Division's website to allow all eligible purchasing entities access to the pricing information. Therefore, price list(s) and/or catalog(s) submitted shall not be marked as confidential. If a manufacturer has marked a price list(s) and/or catalog as confidential, the Vendor {Bidder} must provide a certification from the manufacturer in which the manufacturer acknowledges that the price list(s) and/or catalog(s) shall be available to State Using Agencies on the Division's website to allow all eligible purchasing entities access to the pricing information.

4.4.3.3 MANUFACTURER'S/DISTRIBUTOR'S CERTIFICATIONS

The Vendor {Bidder} should provide the following certification from the manufacturer or distributor of the brand bid:

1. Certification that the Vendor {Bidder} is authorized to supply the brand bid.
2. Certification, if applicable, that a retail price list is not available and that the only price list available is invoice price list (cost sheet).
3. Certification, if applicable, that the price list(s) and/or catalog is not confidential, and acknowledging that the Division will make the price list(s) and/or catalog(s) available to Using Agencies on the Division's website to allow all eligible purchasing entities access to the pricing information.

The manufacturer's certification must include the contact name, phone number, e-mail address, Bid Solicitation {RFP} number and price line number, for verification purposes.

If a Vendor {Bidder} does not provide the required certification, the State reserves the right to request such information from the Vendor {Bidder}. The Vendor {Bidder} must respond to such request by providing all requested information within forty-eight (48) hours. Failure to provide the requested information shall result in the Vendor's {Bidder's} Quote {Proposal} being deemed non-responsive for the brand bid.

The State may request confirmation from a distributor that it is, in fact, an authorized distributor of the brand manufacturer. The State may request that a distributor provide such confirmation directly from the manufacturer. If so requested, the information must be submitted to the State within forty-eight (48) hours of the request. Failure to provide the requested information may result in the Vendor's {Bidder's} Quote {Proposal} being deemed non-responsive for the brand bid.

If the intention of a manufacturer's certification is unclear/ambiguous, the State reserves the right to request further information from the Vendor {Bidder} or brand manufacturer in order to ascertain the true intention of the submission. Such information must be provided within forty-

offered for the category bid. In lieu of redacting a price list, a Vendor {Bidder} may choose to offer only the pages of the price list that correspond with the category bid.

Any parts, components, equipment, controls or materials which are standard and/or necessary to form an efficient and complete working unit can be offered in the price list. For example, if a Vendor {Contractor} offers a robotic device, but the various interchangeable gripping arms with associated hardware are included as a separate cost item on the price list, those items can be offered to form a complete and working unit. The State reserves the right to approve or reject any proposed options. Any options approved by the State, will be made part of the price list uploaded to the Division's website.

4.4.3.2.6.1 The State will only award a Blanket P.O. {Contract} for items that are specified for each category in Section 3.1, notwithstanding a Vendor's {Bidder's} failure to redact those items.

4.4.3.2.6.2 Vendor {Bidder} acknowledges that the submitted manufacturer's price list(s) and/or catalog(s) shall be available to Using Agencies on the Division's website to allow all eligible purchasing entities access to the pricing information. Therefore, price list(s) and/or catalog(s) submitted shall not be marked as confidential. If a manufacturer has marked a price list(s) and/or catalog as confidential, the Vendor {Bidder} must provide a certification from the manufacturer in which the manufacturer acknowledges that the price list(s) and/or catalog(s) shall be available to State Using Agencies on the Division's website to allow all eligible purchasing entities access to the pricing information.

4.4.3.3 MANUFACTURER'S/DISTRIBUTOR'S CERTIFICATIONS

The Vendor {Bidder} should provide the following certification from the manufacturer or distributor of the brand bid:

1. Certification that the Vendor {Bidder} is authorized to supply the brand bid.
2. Certification, if applicable, that a retail price list is not available and that the only price list available is invoice price list (cost sheet).
3. Certification, if applicable, that the price list(s) and/or catalog is not confidential, and acknowledging that the Division will make the price list(s) and/or catalog(s) available to Using Agencies on the Division's website to allow all eligible purchasing entities access to the pricing information.

The manufacturer's certification must include the contact name, phone number, e-mail address, Bid Solicitation {RFP} number and price line number, for verification purposes.

If a Vendor {Bidder} does not provide the required certification, the State reserves the right to request such information from the Vendor {Bidder}. The Vendor {Bidder} must respond to such request by providing all requested information within forty-eight (48) hours. Failure to provide the requested information shall result in the Vendor's {Bidder's} Quote {Proposal} being deemed non-responsive for the brand bid.

The State may request confirmation from a distributor that it is, in fact, an authorized distributor of the brand manufacturer. The State may request that a distributor provide such confirmation directly from the manufacturer. If so requested, the information must be submitted to the State within forty-eight (48) hours of the request. Failure to provide the requested information may result in the Vendor's {Bidder's} Quote {Proposal} being deemed non-responsive for the brand bid.

If the intention of a manufacturer's certification is unclear/ambiguous, the State reserves the right to request further information from the Vendor {Bidder} or brand manufacturer in order to ascertain the true intention of the submission. Such information must be provided within forty-

eight (48) hours of notification of such request. Failure to provide the requested information may result in the Vendor's {Bidder's} Quote {Proposal} being deemed non-responsive for the brand bid.

4.4.3.4 LIST OF DEALER(S)/DISTRIBUTOR(S)

The Vendor {Bidder} must provide with its Quote {Proposal} a list of the Dealer(s)/Distributor(s) on company letterhead that will service the Blanket P.O. {Contract}. The Vendor {Bidder} is required to submit the following forms for each Dealer/Distributor:

1. New Jersey Business Registration (N.J.S.A. 52:32-44);
2. Ownership Disclosure (N.J.S.A. 52:25-24.2);
3. Disclosure of Investment Activities in Iran (N.J.S.A. 52:32-55 et seq.);
4. Executed MacBride Principles (N.J.S.A. 52:34-12.2);
5. Completed Contractor Certification and Disclosure of Political Contributions (N.J.S.A. 19:44A-20:13 et. seq.);
6. Disclosure of Investigations and Actions Involving Bidder Form;
7. Vendor Certification (P.L. 2005, c.271);
8. Proof of insurance as specified herein;
9. Proof of compliance with New Jersey Affirmative Action requirements (N.J.A.C. 17:27-1.1 et. seq.):
 - a. New Jersey Form AA-302 Affirmative Action Employee Information Report; or
 - b. New Jersey Affirmative Action Certificate; or
 - c. Federal Affirmative Action Approval Letter.

If a Vendor {Bidder} does not provide the required Dealer/Distributor forms, the State reserves the right to request such information from the Vendor {Bidder}.

4.4.3.5 DISCLOSURE OF PRODUCT COMPOSITION

Not applicable to this Bid Solicitation {RFP}.

4.4.3.6 SAMPLES/SAMPLE TESTING

Not applicable to this Bid Solicitation {RFP}.

4.4.3.7 PRODUCT INFORMATION

The State reserves the right to request specifications, technical data sheets or manufacturers' equivalent information for the products specified in this Bid Solicitation {RFP}. The information must be submitted to the State within forty-eight (48) hours of the request. Failure to provide the requested information shall result in the Vendor's {Bidder's} Quote {Proposal} being deemed non-responsive for that price line item.

Vendors {Bidders} offering an equivalent brand should submit with its Quote {Proposal} the specifications, technical data sheets or manufacturer's equivalent information for each equivalent brand bid, along with any available catalog. The Vendor {Bidder} is encouraged to submit the information in the form of a CD or thumb drive in MS Excel, PDF or text format.

If a Vendor {Bidder} does not provide the specifications, technical data sheets or manufacturer's equivalent information for the equivalent brand(s) bid, the State reserves the right to request such information from the Vendor {Bidder}. The information must be submitted to the State within forty-eight (48) hours of the request. Failure to provide the requested information shall result in the Vendor's {Bidder's} Quote {Proposal} being deemed non-responsive for that price line item.

4.4.4 FINANCIAL CAPABILITY OF THE VENDOR {BIDDER}

In order to provide the State with the ability to judge the Vendor's {Bidder's} financial capacity and capabilities to undertake and successfully complete the Blanket P.O. {Contract}, the Vendor {Bidder} should submit opined certified financial statements in accordance with applicable standards by a Certified Public Accountant which include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Vendor's {Bidder's} most recent fiscal year. If certified financial statements are not available, the Vendor {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 Vendor {Bidder} as of, and for, the periods presented in the statements. In addition, the Vendor {Bidder} should submit a bank reference.

If the information is not supplied with the Quote {Proposal}, the State may still require the Vendor {Bidder} to submit it. If the Vendor {Bidder} fails to comply with the request within seven (7) business days, the State may deem the Quote {Proposal} non-responsive.

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

The State reserves the right to make the determination to accept the assertion and shall so advise the Vendor {Bidder}.

4.4.5 PRICE SHEET

The Vendor {Bidder} must submit its pricing using the State-supplied Price Sheet accompanying this Bid Solicitation {RFP} and located on the "Attachments" Tab.

Vendors {Bidders} may refer to the QRG "Submit a Quote" for instructions detailing how to submit a **NJSTART** electronic Quote {Proposal}. QRGs are located on the [NJSTART Vendor Support Page](#).

In order for the State to make sound business judgments regarding products and prices offered in response to this Bid Solicitation {RFP}, the Vendor {Bidder} must supply, with its Quote {Proposal}, the information requested on the Bid Solicitation's {RFP's} pricing lines in sufficient detail as to allow the State to determine the firm, fixed Quote {Proposal} pricing and the precise product or service being offered, i.e., with no possible misinterpretation of the price or product/service being offered by the Vendor {Bidder}. A Vendor's {Bidder's} failure to provide, within its Quote {Proposal}, the information deemed by the State to be essential for product identification or price determination will result in rejection of that Vendor's {Bidder's} Quote {Proposal}. Notwithstanding the aforementioned material obligation, in order to support the State's decision-making process, the State may require a Vendor {Bidder} to provide additional information or documentation that has been deemed not to be material to product identification or price determination, in which case, the Vendor {Bidder} shall, within the time limit set forth in the written request, comply with said request. Each Vendor {Bidder} is required to hold its prices firm through issuance of Blanket P.O. {Contract}.

4.4.5.1 NJSTART PRICING SUBMISSION INSTRUCTIONS

If the Vendor {Bidder} is submitting a **NJSTART** Quote {Proposal}, the Vendor {Bidder} must enter a Unit Cost of \$1.00 for each price line item on the "Items" Tab in **NJSTART**. The Vendor {Bidder} is instructed to do so only as a mechanism to comply with Bid Solicitation {RFP} Section 6.8 and prevent all pricing from being publicly displayed in **NJSTART**.

4.4.5.2 PRICE SHEET ATTACHMENT INSTRUCTIONS

There are sixteen (16) Category(ies) of law enforcement equipment and supplies, which are itemized in Section 3.1 of the Bid Solicitation {RFP} and represented by price line items on the Price Sheet. Each category includes products identified by the State Using Agencies as critical to their day-to-day operations. These products are currently identified by known brand names. The State intends to make two (2) Statewide awards, one primary and one secondary, for each price line listed in Category(ies) one (1) through eleven (11) and up to five (5) Statewide awards for each price line listed in Category(ies) twelve (12) through sixteen (16) with the exception of brands bid directly by the brand manufacturer. Responsive brand manufacturers bidding directly shall be awarded one (1) Statewide Blanket P.O. {Contract}.

Each brand of law enforcement equipment (including any equivalent brand) is represented by a price line on the price sheet. Vendors {Bidders} shall bid a firm, fixed percentage discount or markup off the manufacturer's latest price list.

- Step 1 – The Vendor {Bidder} shall select if the percentage offered will be a markup or discount from the manufacturing Price Sheet by selecting one of the options from "Markup/Discount from Manufacturer's Price List" column on the Price Sheet;
- Step 2 – The Vendor {Bidder} shall enter a percentage in the "% Percentage" column of the Price Sheet. A Vendor's {Bidder's} entry in the "% Percentage" column shall be considered a percentage (%). For example, an entry of "50" shall be considered "50%" and that of "0.50" shall be considered "0.50%". If a Vendor {Bidder} leaves the "% Percentage" column blank on any price line, it shall be considered that the Vendor {Bidder} provided no Quote {Proposal} for that price line item. A series or a range of discounts or fixed prices (firm dollar amount) on any price line (other than for the specific installation lines under Category(ies) 12A, 13A, 14A, 15A and/or 16A) shall not be acceptable, and shall result in rejection of the Quote {Proposal} for that price line.
- Step 3 – The Vendor {Bidder} shall select the type of price list (Retail, Wholesale, Jobber or Invoice/Cost) that is being offered from the "Price List Type" column of the Price Sheet;
- Step 4 – The Vendor {Bidder} should enter the name of the price list into the "Price List Name" column of the Price Sheet;
- Step 5 – The Vendor {Bidder} should enter the date the price list was published into the "Price List Publication Date" column of the Price Sheet;
- Step 6 – The Vendor {Bidder} should enter the page numbers of the price list that are associated with the brand bid into the "Price List Page #" column of the Price Sheet;
- Step 7 – The Vendor {Bidder} shall enter the days required to make delivery upon receipt of an order into the "Delivery Days ARO" column of the Price Sheet. If the Vendor {Bidder} leaves the delivery days ARO field blank on the price sheet, the delivery days will default to the timeframe specified in Section 4.4.5.4 of the Bid Solicitation {RFP}.

- Step 8 – The Vendor {Bidder} should enter the cash discount for expedited payments into the “Cash Discount for Expedited Payment” column of the Price Sheet. If the Vendor {Bidder} leaves the cash discount field blank, it shall mean that no cash discount is being offered.

4.4.5.2.1 Vendors {Bidders} submitting pricing for Category(ies) 12, 13, 14, 15 and/or 16 must bid a not to exceed hourly rate for consulting services, installation, hardware/software configuration, training and repair services in the corresponding Category(ies) 12A, 13A, 14A, 15A and/or 16A. Vendors {Bidders} shall enter the not to exceed hourly rate for the specific brand (including any equivalent brand) bid in Category 12, 13, 14, 15 and/or 16 on the Price Sheet. A Vendor’s {Bidder’s} entry in the “Hourly Rate” column shall be considered an not to exceed hourly rate. For example, entry of “50” shall be considered “\$50 per hour”. If a Vendor {Bidder} leaves blank the “Hourly Rate”, it will be considered that the Vendor {Bidder} provided no Quote {Proposal} for that price line item. Multiple, series, or range of hourly rates or percentage discount/mark-up on any installation line will not be accepted. A written request may be sent to the Vendor {Bidder} requesting clarification if the Vendor’s {Bidder’s} intention is unclear.

4.4.5.2.2 The Vendor {Bidder} should provide the required information on each price line bid, including brand bid, the markup or discount offered, the associated percentage, price list type (retail, wholesale, jobber, or invoice), price list name, price list publication date, page numbers that apply to the equipment offered for the category bid and delivery days after receipt of order.

If the Vendor {Bidder} leaves the brand field, discount/markup field blank or % percentage field blank on the Price Sheet; then the Quote {Proposal} shall be deemed non-responsive for that price line only.

If a Vendor {Bidder} leaves the price list name, price list publication date, price list type, page numbers, delivery days ARO or the Cash Discount for Expedited Payment blank on the Price Sheet, the State reserves the right to request that information from the Vendor {Bidder}. The information must be submitted to the State within forty-eight (48) hours of the request. Failure to provide the requested information may result in the Vendor’s {Bidder’s} Quote {Proposal} being deemed non-responsive for that price line item.

A Vendor {Bidder} can bid on multiple brands of equipment for each category. A Vendor {Bidder} should copy the Price Sheet and complete it for each brand being offered.

4.4.5.2.3 Equivalent Brand Price Line - Vendors {Bidders} may submit Quotes {Proposals} for equivalent products that equally fulfill the requirements of the specific category for which the brand is being offered and not already listed on the Price Sheet. Equivalents to the listed brands may be offered but must be entered onto the corresponding equivalent brand price line. If a Vendor {Bidder} is bidding an equivalent brand price line and is not the manufacturer of the equivalent brand, three (3) responsive Quotes {Proposals} must be received for the equivalent brand bid in order for the equivalent brand to be considered for an award. If three (3) responsive Quotes {Proposals} are received for the equivalent brand, the State will make two (2) Statewide awards, one primary and one secondary for Category(ies) one (1) through eleven (11) and up to five (5) Statewide awards for each price line listed in Category(ies) twelve (12) through sixteen (16). The State will waive the three (3) responsive Quote {Proposal} criteria only if the Vendor {Bidder} can supply a letter from the manufacturer which states that the Vendor {Bidder} is the sole source distributor of the brand.

If an equivalent to the listed brands is offered in Category(ies) 12, 13, 14, 15, and/or 16 pricing to install, repair and service the corresponding equivalent brand offered must be entered onto the corresponding equivalent brand price line in Category(ies) 12A, 13A, 14A, 15A, and/or 16A.

Vendors {Bidders} can offer any number of equivalent brands per category, provided that the brand(s) meet the scope of the category.

Equivalent brand price lines can be found at the end of each category of the Price Sheet.

4.4.5.2.4 The State guarantees neither minimum, nor average, nor maximum quantities per order, nor total quantity during Blanket P.O. {Contract} term, including any extension thereof.

4.4.5.3 USE OF "NO BID" VERSUS "NO CHARGE" ON THE PRICE SHEET

If the Vendor {Bidder} is not submitting a price for an item on a price line, the Vendor {Bidder} must indicate "No Bid" on the State-supplied price sheet/schedule(s) attachment accompanying this Bid Solicitation {RFP}. If the Vendor {Bidder} will supply an item on a price line free of charge, the Vendor {Bidder} must indicate "No Charge" on the State-supplied price sheet/schedule(s) attachment accompanying this Bid Solicitation {RFP}. The use of any other identifier may result in the Vendor's {Bidder's} Quote {Proposal} being deemed non-responsive. If the Vendor {Bidder} leaves a price line blank, this shall mean that it was the Vendor's {Bidder's} intent to not submit a price for that price line.

4.4.5.4 DELIVERY TIME AND COSTS

Unless otherwise noted elsewhere in the Bid Solicitation {RFP}, or price sheet all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in Quotes {Proposals} shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). Quotes {Proposals} submitted other than 30 calendar days ARO/F.O.B. may be deemed non-responsive. The Vendor {Contractor} shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser. 30 calendar days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the Using Agency at any destination in the State of New Jersey unless otherwise specified.

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

The weights and measures of the State's Using Agency receiving the shipment shall govern.

4.4.5.5 COLLECT ON DELIVERY (C.O.D.) TERMS

C.O.D. terms are not acceptable as part of a Quote {Proposal} and shall be deemed non-responsive.

4.4.5.6 CASH DISCOUNTS

The Vendor {Bidder} is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the price rankings of Quotes {Proposals}.

Should the Vendor {Bidder} choose to offer cash discounts the following shall apply:

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

4.4.6 COOPERATIVE PURCHASING PROGRAM

The Vendor {Bidder} should complete the Cooperative Purchasing Form indicating willingness or unwillingness to extend State Blanket P.O. {Contract} pricing and terms to Cooperative Purchasing Program participants.

5.0 SPECIAL CONTRACTUAL {BLANKET P.O.} TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL {BLANKET P.O.} TERMS AND CONDITIONS

This Blanket P.O. {Contract} awarded, and the entire agreement between the parties, as a result of this Bid Solicitation {RFP} shall consist of this Bid Solicitation {RFP}, including the SSTC, Bid Amendment {Addendum} to this Bid Solicitation {RFP}, the Vendor's {Contractor's} Quote {Proposal}, any Best and Final Offer, and the Division's Notice of Award.

In the event of a conflict in the terms and conditions among the documents comprising this Blanket P.O. {Contract}, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking, shall be:

- a. Executed Offer and Acceptance Page {Signatory Page};
- b. Bid Solicitation {RFP} Section 5, as may be amended by Bid Amendment {Addendum};
- c. The State of NJ Standard Terms and Conditions (SSTC) accompanying this Bid Solicitation {RFP};
- d. All remaining sections of the Bid Solicitation {RFP}, as may be amended by Bid Amendment {Addendum};
- e. The Vendor's {Contractor's} final submitted Best and Final Offer; and
- f. The Vendor's {Contractor's} Quote {Proposal} as accepted by the State.

Note: In the event of conflicting information between the Bid Solicitation {RFP} and fields contained in ~~AL~~ **START**, the Bid Solicitation {RFP} will govern and ~~AL~~ **START** will be updated via Bid Amendment {Addenda} or Change Order {Contract Amendment}.

5.2 BLANKET P.O. {CONTRACT} TERM AND EXTENSION OPTION

The term of this Blanket P.O. {Contract} shall be for a period of four (4) years. The anticipated "Blanket P.O. {Contract} Effective Date" is provided on the "Summary" page the Bid Solicitation {RFP} in ~~AL~~ **START**. If delays in the procurement process result in a change to the anticipated Blanket P.O. {Contract} Effective Date, the Vendor {Bidder} agrees to accept a Blanket P.O. {Contract} for the full term of this Blanket P.O. {Contract}.

This Blanket P.O. {Contract} may be extended up to three (3) years with no single extension exceeding one (1) year, by the mutual written consent of the Vendor {Contractor} and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of this Blanket P.O. {Contract} or rates more favorable to the State.

5.2.1 PRICE ADJUSTMENT

The Blanket P.O. {Contract} pricing shall remain firm for the first year of the Blanket P.O. {Contract}.

The Vendor {Contractor} may request a price increase for each contracted brand through the submission of a revised Price Sheet once during a rolling twelve (12) month period following the first year of the Blanket P.O. {Contract}. If a Vendor {Contractor} has been awarded more than one (1) brand, each brand may be updated at different times during a rolling twelve (12) month

period, but in no event shall a Vendor {Contractor} update a single awarded brand more than one (1) time during a rolling twelve (12) month period.

Requests for price adjustments must include justification and documentation such as notice of an increase in the manufacturer's price, new product literature or an increase in the industry (i.e. fuel, labor, equipment, material etc.). The Vendor {Contractor} must provide, as applicable, a revised Price Sheet to the Procurement Specialist in hard copy and electronic form as specified by the Division. The file name should contain the Blanket P.O. {Contract} number and date of the revised price list. The correspondence to the Division with the revised price list shall reference the location of the specific price line that has been revised.

The State reserves the right to negotiate any requested price increase determined to be excessive or deny any requests for price increase that are excessive and/or not properly justified by the Vendor {Contractor} and/or recommended by the Division.

Price adjustments shall only be valid when they have been reduced to writing and approved in writing at the sole discretion of the Director. No other changes or revisions to the Blanket P.O. {Contract} and/or price list shall be permitted. The State's decision shall be final.

All approved Blanket P.O. {Contract} price increases will be reflected in a revised Blanket P.O. {Contract} to the Vendor {Contractor} and the publication of a Change Order {Contract Amendment} on the Division's NJSTART website.

The State reserves the right to request any information on price concessions, price reductions, monetary benefits, rebates, or any promotional programs offered by the manufacturer, and verify the information provided by the Vendor {Contractor} with the manufacturer or any third party at any time during the term of the Blanket P.O. {Contract}.

5.2.2 PRODUCT ADDITION

The Vendor {Contractor} may request a product addition(s) for each contracted brand once during a rolling twelve (12) month period. If a Vendor {Contractor} has been awarded more than one (1) brand, each brand may be updated at different times during a rolling twelve (12) month period, but in no event shall a Vendor {Contractor} update a single awarded brand more than one (1) time during a rolling twelve (12) month period.

If a Using Agency initiates a request, with justification to the Division, that a product addition is necessary due to an emergency or unforeseeable condition, the product may be added. The Using Agency must submit the emergency product addition request in writing to the Procurement Specialist. The written request must include product addition justification, name of Vendor {Contractor} and Blanket PO {Contract} number. The product addition request should specifically reference the Using Agency contact requesting the addition and contact information.

Requests for product additions shall be limited to the category of product that a Vendor {Contractor} is awarded and shall meet the definition/requirements of the category. The Vendor {Contractor} must provide, as applicable, a revised Price Sheet to the Procurement Specialist in hard copy and electronic form as specified by the Division. The file name should contain the Blanket P.O. {Contract} number and date of the revised price list. The correspondence to the Division with the revised price list shall reference the location of the specific price line that has been revised.

In addition, requests for a product addition must include justification and documentation such as new product literature, specifications, technical data sheets, change in industry standards or applicable regulations, or a discontinuation of current product.

Product additions shall only be valid when they have been reduced to writing and approved in writing at the sole discretion of the Director. No other changes or revisions to the Blanket P.O. {Contract} and/or price list shall be permitted. The State's decision shall be final.

All approved Blanket PO {Contract} product additions will be reflected in a revised Blanket P.O. {Contract} to the Vendor {Contractor} and the publication of a Change Order {Contract Amendment} on the Division's NJSTART website.

5.3 BLANKET P.O. {CONTRACT} TRANSITION

In the event that a new Blanket P.O. {Contract} has not been awarded prior to this Blanket P.O. {Contract} expiration date, including any extensions exercised, and the State exercises this Blanket P.O. {Contract} transition, the Vendor {Contractor} shall continue this Blanket P.O. {Contract} under the same terms and conditions until a new Blanket P.O. {Contract} can be completely operational. At no time shall this transition period extend more than 180 days beyond the expiration date of this Blanket P.O. {Contract}, including any extensions exercised.

5.4 CHANGE ORDER {CONTRACT AMENDMENT}

Any changes or modifications to the terms of this Blanket P.O. {Contract} shall be valid only when they have been reduced to writing and signed by the Vendor {Contractor} and the Director.

5.5 VENDOR {CONTRACTOR} RESPONSIBILITIES

The Vendor {Contractor} shall have sole responsibility for the complete effort specified in this Blanket P.O. {Contract}. Payment will be made only to the Vendor {Contractor}. The Vendor {Contractor} shall have sole responsibility for all payments due any Subcontractor.

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

5.6 CLAIMS AND REMEDIES

5.6.1 CLAIMS

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

5.6.2 REMEDIES

Nothing in the Blanket P.O. {Contract} shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.6.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL BLANKET P.O. {CONTRACT} REQUIREMENTS

In the event that the Vendor {Contractor} fails to comply with any material Blanket P.O. {Contract} requirements, the Director may take steps to terminate the Blanket P.O. {Contract} in accordance with the SSTC, authorize the delivery of Blanket P.O. {Contract} items by any available means, with the difference between the price paid and the defaulting Vendor's {Contractor's} price either being deducted from any monies due the defaulting Vendor {Contractor} or being an obligation owed the State by the defaulting Vendor {Contractor} as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.7 ITEMS ORDERED AND DELIVERED

The Blanket P.O. {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. Refer to Section 6.3.a of the State of NJ Standard Terms and Conditions for additional information.

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

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

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

All products are to 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 Vendor's {Contractor's} expense.

5.9 ELECTRONIC PAYMENTS

With the award of this Blanket P.O. {Contract}, the successful Vendor(s) {Contractor(s)} will be required to receive its payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, complete and return the "Credit Authorization Agreement for Automatic Deposits (ACH Credits)" Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number, and if the bank account is a checking or savings account. The form and instructions are located on the Office of Management & Budget's website at: <http://www.state.nj.us/treasury/omb/forms/index.shtml>. The completed form along with the required voided check or bank letter should be mailed or faxed to: Department of the Treasury, Office of Management and Budget, PO Box 221, 6TH Floor – Room 674, Trenton, N.J. 08625-0221; fax: (609)-984-5210. To assist in identifying payments, the State offers Vendors {Contractors} access to the Vendor Payment Inquiry web application (VPI) which offers check stub information online. Contact the State of New Jersey at AAIUNIT@treas.nj.gov to request access to this application.

5.10 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the SSTC accompanying this Bid Solicitation {RFP}.

The Vendor {Contractor} shall forward a written request to substitute or add a Subcontractor or to substitute its own staff for a Subcontractor to the Procurement Specialist for consideration. If the Procurement Bureau approves the request, the Procurement Specialist will forward the request to

the Director for final approval. No substituted or additional Subcontractors are authorized to begin work until the Vendor {Contractor} has received written approval from the Director.

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

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Vendor {Contractor} in its Quote {Proposal}.

5.11 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

Not applicable to this Bid Solicitation {RFP}.

5.12 BLANKET P.O. {CONTRACT} ACTIVITY REPORT

The Vendor {Contractor} must provide, on a calendar quarterly basis, a record of all purchases made under this Blanket P.O. {Contract} resulting from this Bid Solicitation {RFP}. This reporting requirement includes sales to State Using Agencies, political sub-divisions thereof and, if permitted under the terms of this Blanket P.O. {Contract}, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, 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 Microsoft excel such that an analysis can be made to determine the following:

- Vendor's {Contractor's} total sales volume, with line item detail, to each purchaser under this Blanket P.O. {Contract};
- Subtotals by product, including, if applicable, catalog number and description, price list with appropriate page reference, and/or Blanket P.O. {Contract} discount applied; and
- Total dollars paid to Subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this Blanket P.O. {Contract} requirement for information. Failure to report this mandated information may be a factor in future award decisions.

The Vendor {Contractor} must submit the required information in Microsoft Excel format to NJSupplierReports@treas.nj.gov.

Reports are due:

Quarter 1:	January 1 st through March 31 st – due by April 30 th
Quarter 2:	April 1 st through June 30 th – due by July 30 th
Quarter 3:	July 1 st through September 30 th – due by October 30 th
Quarter 4:	October 1 st through December 31 st – due by January 30 th

5.13 PROGRAM EFFICIENCY ASSESSMENT FOR STATE USING AGENCIES

The Program Efficiency Assessment shall not be charged against the winning Vendor(s) {Contractor(s)} and therefore is not to be included in the Vendor's {Bidder's} pricing. The State Using Agencies shall be charged an assessment equal to one-quarter of one percent (0.25%) of the value of all transactions under this Blanket P.O. {Contract}. This assessment is authorized by N.J.S.A. 52:27B-56 and N.J.A.C. 17:12-1.5, to maintain the State's procurement system at a level to meet industry standards of efficiency.

For purposes of this section, "transaction" is defined as the payment or remuneration to the Vendor {Contractor} for services rendered or products provided to the State pursuant to the terms of this Blanket P.O. {Contract}, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

5.14 DISCLOSURE OF PRODUCT COMPOSITION

Not applicable to this Bid Solicitation {RFP}.

5.15 ACCESSIBILITY COMPLIANCE

Not applicable to this Bid Solicitation {RFP}.

5.16 NEWS RELEASES

The Vendor {Contractor} is not permitted to issue news releases pertaining to any aspect of the services being provided under this Blanket P.O. {Contract} without the prior written consent of the Director.

5.17 ADVERTISING

The Vendor {Contractor} shall not use the State's name, logos, images, or any data or results arising from this Blanket P.O. {Contract} as a part of any commercial advertising without first obtaining the prior written consent of the Director.

6.0 QUOTE {PROPOSAL} EVALUATION

6.1 RIGHT TO WAIVE

The Director reserves the right to waive minor irregularities or omissions in a Quote {Proposal}. The Director also reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the State's interests associated with the procurement.

6.2 DIRECTOR'S RIGHT OF FINAL QUOTE {PROPOSAL} ACCEPTANCE

The Director reserves the right to reject any or all Quotes {Proposals}, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or Blanket P.O.s {Contracts} in accordance with N.J.S.A. 52:34-12. Tie Quotes {Proposals} will be awarded by the Director in accordance with N.J.A.C. 17:12-2.10.

6.3 STATE'S RIGHT TO INSPECT VENDOR {BIDDER} FACILITIES

The State reserves the right to inspect the Vendor's {Bidder's} establishment before making an award, for the purposes of ascertaining whether the Vendor {Bidder} has the necessary facilities for performing the Blanket P.O. {Contract}.

The State may also consult with clients of the Vendor {Bidder} during the evaluation of Quotes {Proposals}. Such consultation is intended to assist the State in making a Blanket P.O. {Contract} award that is most advantageous to the State.

6.4 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

The Director reserves the right to request all information which may assist him or her in making a Blanket P.O. {Contract} award, including factors necessary to evaluate the Vendor's {Bidder's} financial capabilities to perform the Blanket P.O. {Contract}. Further, the Director reserves the right to request a Vendor {Bidder} to explain, in detail, how the Quote {Proposal} price was determined.

6.5 ORAL PRESENTATION AND/OR CLARIFICATION OF QUOTE {PROPOSAL}

After the submission of Quotes {Proposals}, unless requested by the State as noted below, Vendor {Bidder} contact with the State is still not permitted.

After the Quotes {Proposals} are reviewed, one, some or all of the Vendors {Bidders} may be asked to clarify certain aspects of its Quote {Proposal}. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions, or revise or modify a Quote {Proposal}, except to the extent that correction of apparent clerical mistakes results in a modification.

The Vendor {Bidder} may be required to give an oral presentation to the State concerning its Quote {Proposal}.

A Vendor {Bidder} may not attend the oral presentations of its competitors.

It is within the State's discretion whether to require the Vendor {Bidder} to give an oral presentation or require the Vendor {Bidder} to submit written responses to questions regarding its Quote {Proposal}. Action by the State in this regard should not be construed to imply acceptance or rejection of a Quote {Proposal}. The Division will be the sole point of contact regarding any request for an oral presentation or clarification.

6.6 EVALUATION CRITERIA

The following criteria will be used to evaluate all Quotes {Proposals} that meet the requirements of this Bid Solicitation {RFP}. The criteria are not necessarily listed in order of importance:

- a. Price;
- b. Experience of the Vendor {Bidder}; and
- c. The Vendor's {Bidder's} documented past performance under similar Blanket P.O.'s {Contracts}, including, but not limited to, the Division's Vendor {Contractor} performance database.

6.6.1 EVALUATION METHODOLOGY

The State intends to make two (2) Statewide awards, one primary and one secondary, for each price line listed in Category(ies) one (1) through eleven (11) and up to five (5) Statewide awards for each price line listed in Category(ies) twelve (12) through sixteen (16) with the exception of brands bid directly by the brand manufacturer. Responsive brand manufacturers bidding directly shall be the sole awardee and shall be awarded one (1) Statewide Blanket P.O. {Contract}.

The Blanket P.O. {Contract} awards will be based on the highest discount offered or the lowest markup offered for Quotes {Proposals} that utilize the same price list publication date and price list type.

In the event that two (2) or more Vendors {Bidders} submit price lists for the same brand (including any equivalent brand) with different price list publication dates, the price list with the most current date will be used as the basis for Quote {Proposal} evaluation and Blanket P.O. {Contract} Award.

However, if Vendors {Bidders} have submitted Quotes {Proposals} for the same brand (including any equivalent brand) utilizing different types of manufacturer's price list (for example: retail, jobber, wholesale, cost/invoice), the State will evaluate each of the Vendors' {Bidders'} submissions by choosing a market basket of up to ten (10) items from each Vendor's {Bidder's} price list submission and applying the percentage discount or markup bid. The Quotes {Proposals} will be ranked based on the lowest combined pricing for the items selected. The method for selecting the market basket will be set prior to Quote {Proposal} opening and will not be revealed to Vendors {Bidders} until notice of intent to award is issued.

A market basket analysis will not be conducted in cases where the manufacturer is the only Vendor {Bidder} for the specified brand or when the manufacturer is offering its brand directly on an equivalent brand line or when all Vendors {Bidders} are providing a percentage discount or markup based on the same exact manufacturer's price list.

In the event that Quotes {Proposals} submitted by two (2) or more Vendors {Bidders} are tied with respect to price ranking and the cash discount for expedited payments does not resolve the tie, then ties will be determined by N.J.A.C. 17:12 et seq.

If a Vendor {Bidder} is bidding an equivalent product price line and is not the manufacturer of the equivalent brand, three (3) responsive Quotes {Proposals} must be received for the equivalent brand bid in order for the equivalent price line to be considered for an award. If three (3) responsive Quotes {Proposals} are received for the equivalent brand, the State will make two (2) Statewide awards, one primary and one secondary for the equivalent brand bid. The State will waive the three (3) responsive Quote {Proposal} criteria only if the Vendor {Bidder} can supply a letter from the manufacturer which states, that the Vendor {Bidder} is the sole source distributor of the brand.

In the event a manufacturer and its certified Dealer(s)/Distributor(s) bid the same product price line, the Vendor {Bidder} with the most advantageous markup or discount shall be awarded that product price line.

The not to exceed hourly rate proposed for Category(ies) 12A, 13A, 14A, 15A and/or 16A, will not be used as part of the evaluation criteria. Vendor {Bidders} are advised that Using Agencies shall utilize the not to exceed hourly rates in Category(ies) 12A, 13A, 14A, 15A and/or 16A in accordance with a Method of Operation to be promulgated to Using Agencies following Blanket P.O. {Contract} award. This Method of Operation shall provide Using Agencies with an opportunity to negotiate and evaluate total cost of products and related services and select the most cost effective alternative.

6.6.2 QUOTE {PROPOSAL} DISCREPANCIES

In evaluating Quotes {Proposals}, 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 correct sum of the column of figures.

In the event that a Vendor {Bidder} using **START** to submit a Quote {Proposal} uploads a price sheet/schedule attachment and completes the "Items" Tab in **START** (instead of entering a Unit Cost of \$1.00 as instructed), the price sheet/schedule attachment will govern.

6.6.3 EVALUATION OF THE QUOTES {PROPOSALS}

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible Vendor(s) {Bidder(s)} whose Quote {Proposal}, conforming to this Bid Solicitation {RFP}, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.7 below, the Director reserves the right to negotiate price reductions with the selected Vendor(s) {Bidder(s)}.

6.7 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

In accordance with N.J.S.A. 52:34-12(f) and N.J.A.C. 17:12-2-7, after evaluating Quotes {Proposals}, the Division may establish a competitive range and enter into negotiations with one Vendor {Bidder} or multiple Vendors {Bidders} within this competitive range. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one Vendor {Bidder} or multiple Vendors {Bidders}. Negotiations will be structured by the Division to safeguard information and ensure that all Vendors {Bidders} are treated fairly.

Similarly, the Division may invite one Vendor {Bidder} or multiple Vendors {Bidders} to submit a Best and Final Offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that does not result in more advantageous pricing to the State will not be considered, and the State will evaluate the Vendor's {Bidder's} most advantageous previously submitted pricing.

If required, after review of the BAFO(s), clarification may be sought from the Vendor(s) {Bidder(s)}. The Division may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the State.

After evaluation of Quotes {Proposals} and as applicable, negotiation(s), and/or BAFO(s), the Division will recommend, to the Director, the responsible Vendor(s) {Bidder(s)} whose Quote(s) {Proposal(s)}, conforming to the Bid Solicitation {RFP}, is/are most advantageous to the State, price, and other factors considered. The Director may accept, reject or modify the recommendation of the Division. The Director may initiate additional negotiation or BAFO procedures with the selected Vendor(s) {Bidder(s)}.

Negotiations will be conducted only in those circumstances where it is deemed by the Division or Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Vendor {Bidder} is advised to submit its best technical and price Quote {Proposal} in response to this Bid Solicitation {RFP} since the State may, after evaluation, make a Blanket P.O. {Contract} award based on the content of the initial submission, without further negotiation and/or BAFO with any Vendor {Bidder}.

All contacts, records of initial evaluations, any correspondence with a Vendor {Bidder} related to any request for clarification, negotiation or BAFO, any revised technical and/or price Quotes {Proposals}, and related documents will remain confidential until a Notice of Intent to Award a Blanket P.O. {Contract} is issued.

If the Division contemplates negotiation, Quote {Proposal} prices will not be publicly read at the Quote {Proposal} opening. Only the name and address of each Vendor {Bidder} will be publicly announced at the Quote {Proposal} opening.

6.8 "REQUEST FOR REVISION" WITHIN ~~6~~ START

The State may request a revision of the Vendor's {Bidder's} Quote {Proposal} within ~~6~~ **START**. The Vendor {Bidder} shall respond to the "Request for Revision" (e.g., to reduce pricing if a BAFO is requested) only for the reason(s) identified by the State. Any changes made by a Vendor {Bidder} to the Quote {Proposal} other than as requested by the State shall be considered null and void.

6.9 POOR PERFORMANCE

A Vendor {Bidder} with a history of performance problems may be bypassed for consideration of an award issued as a result of this Bid Solicitation {RFP}. The following materials may be reviewed to determine Vendor {Bidder} performance: Blanket P.O. {Contract} cancellations for cause pursuant to Section 5.7(b) of the SSTC; information contained in Vendor performance records; information obtained from audits or investigations conducted by a local, state or federal agency of the Vendor's {Bidder's} work experience; current licensure, registration, and/or certification status and relevant history thereof; or its status or rating with established business/financial reporting services, as applicable. Vendors {Bidders} should note that this list is not exhaustive.

7.0 BLANKET P.O. {CONTRACT} AWARD

7.1 DOCUMENTS REQUIRED BEFORE BLANKET P.O. {CONTRACT} AWARD

7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134) AND EXECUTIVE ORDER NO. 117 (2008)

- a. The State shall not enter into a Blanket P.O. {Contract} to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, 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 Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods.
- b. Prior to awarding any Blanket P.O. {Contract} or agreement to any Business Entity, the Business Entity proposed as the intended Vendor {Contractor} of the Blanket P.O. {Contract} shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four (4) 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 means 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 Division's website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>, shall be provided to the intended Vendor {Contractor} for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Blanket P.O. {Contract}, the intended Vendor {Contractor} shall submit to the Division, in care of the Division Procurement Specialist, 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 Blanket P.O. {Contract} under this Bid Solicitation {RFP}, as well as future Blanket P.O. {Contract} opportunities.
- c. Further, the Vendor {Contractor} is required, on a continuing basis, to report any contributions it makes during the term of the Blanket P.O. {Contract}, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>, shall be provided to the intended Vendor {Contractor} with the Notice of Intent to Award.

The Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form is located on the Division's website. The form is also available in NJSTART. Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through NJSTART. QRGs are located on the NJSTART Vendor Support Page.

Vendors {Bidders} should verify its Chapter 51 Compliance status on the "Maintain Terms and Categories" Tab within its profile in NJSTART. In the event of an issue with a Vendor's {Bidder's} Chapter 51 Compliance status, NJSTART provides a link to take corrective action.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

Not applicable to this Bid Solicitation {RFP}.

7.1.3 AFFIRMATIVE ACTION

The intended Vendor {Contractor} must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended Vendors {Contractors} not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf.

Vendors {Bidders} should verify its Affirmative Action Compliance status on the "Maintain Terms and Categories" Tab within its profile in **NJSTART**. In the event of an issue with a Vendor's {Bidder's} Affirmative Action Compliance status, **NJSTART** provides a link to take corrective action.

7.1.4 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Vendor {Bidder} and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Blanket P.O. {Contract}. See Section 4.4.2.1 of this Bid Solicitation {RFP} for further information.

Vendors {Bidders} should verify its Business Registration Certification Active status on the "Maintain Terms and Categories" Tab within its profile in **NJSTART**. In the event of an issue with a Vendor's {Bidder's} Business Registration Certification Active status, **NJSTART** provides a link to take corrective action. Vendors {Bidders} may refer to the QRG "Vendor Categories and Certifications" for instructions on completing certifications on the "Maintain Terms and Categories" Tab within its profile in **NJSTART**. QRGs are located on the [NJSTART Vendor Support Page](#).

7.2 FINAL BLANKET P.O. {CONTRACT} AWARD

The State intends to make two (2) Statewide awards, one primary and one secondary, for each price line listed in Category(ies) one (1) through eleven (11) and up to five (5) Statewide awards for each price line listed in Category(ies) twelve (12) through sixteen (16) with the exception of brands bid directly by the brand manufacturer. Brand manufacturers bidding directly shall be awarded one (1) Statewide Blanket P.O. {Contract}.

If a Vendor {Bidder} is bidding an equivalent product price line and is not the manufacturer of the equivalent brand, three (3) responsive Quotes {Proposals} must be received for the equivalent brand bid in order for the equivalent price line to be considered for an award. If three (3) responsive Quotes {Proposals} are received for the equivalent brand, the State will make two (2) Statewide awards, one primary and one secondary for the equivalent brand bid.

Vendors {Bidders} awarded brands under Category(ies) 12, 13, 14, 15 and/or 16 will also be awarded the associated brand price line for consulting services, installation, hardware/software configuration, training and repair services. Using Agencies may, but are not required to utilize Category(ies) 12A, 13A, 14A, 15A and/or 16A.

Blanket P.O. {Contract} awards shall be made with reasonable promptness by written notice to those responsible Vendors {Bidders}, whose Quotes {Proposals}, conforming to this Bid Solicitation {RFP}, are most advantageous to the State, price, and other factors considered. Any or all Quotes {Proposals} may be rejected when the Treasurer of the State of New Jersey or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The Vendor {Contractor} shall provide the State with current certificates of insurance for all coverages required by the terms of this Blanket P.O. {Contract}, naming the State as an Additional Insured. See Section 4.2 of the SSTC accompanying this Bid Solicitation {RFP}.

Vendors {Bidders} should verify its Insurance Certification Compliance status on the "Maintain Terms and Categories" Tab within its profile in **START**. In the event of an issue with a Vendor's {Bidder's} Insurance Certification Compliance status, contact the Division Procurement Specialist.

7.4 PERFORMANCE SECURITY

Not applicable to this Bid Solicitation {RFP}.

8.0 BLANKET P.O. {CONTRACT} ADMINISTRATION

8.1 STATE CONTRACT MANAGER

The State Contract Manager (SCM) is the State employee responsible for the overall management and administration of the Blanket P.O. {Contract}.

The State Contract Manager for this project will be identified at the time of execution of Blanket P.O. {Contract}. At that time, the Vendor {Contractor} will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and e-mail address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency Blanket P.O. {Contract} where only one State office uses the Blanket P.O. {Contract}, the State Contract Manager will be responsible for engaging the Vendor {Contractor}, assuring that Purchase Orders are issued to the Vendor {Contractor}, directing the Vendor {Contractor} to perform the work of the Blanket P.O. {Contract}, approving the deliverables and approving payment vouchers. The State Contract Manager is the person who the Vendor {Contractor} will contact **after the Blanket P.O. {Contract} is executed** for answers to any questions and concerns about any aspect of the Blanket P.O. {Contract}. The State Contract Manager is responsible for coordinating the use of the Blanket P.O. {Contract} and resolving minor disputes between the Vendor {Contractor} and any component part of the State Contract Manager's Department. The State Contract Manager is also responsible for notifying OIT and other appropriate parties of security and privacy violations or incidents. The SCM cannot modify the Blanket P.O. {Contract}, direct or approve a Change Order {Contract Amendment}.

If the Blanket P.O. {Contract} has multiple users, the State Contract Manager shall be the central coordinator of the use of the Blanket P.O. {Contract} for all Using Agencies, while other State employees engage and pay the Vendor {Contractor}. All persons and agencies using the Blanket P.O. {Contract} must notify and coordinate the use of the Blanket P.O. {Contract} with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any Blanket P.O. {Contract} user that is unable to resolve disputes with a Vendor {Contractor} shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the Blanket P.O. {Contract} by Blanket P.O. {Contract} users shall be directed to the State Contract Manager. The Vendor {Contractor} may contact the State Contract Manager if the Vendor {Contractor} cannot resolve a dispute with Blanket P.O. {Contract} users.

9.0 State of New Jersey Standard Terms and Conditions

(Rev: 12/15/2016 ST&C)

1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT - Unless the bidder/offeree is specifically instructed otherwise in the Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeree would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP, the bidder/offeree must present those conflicts during the Question and Answer period for the State to consider. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFP. The State's terms and conditions shall prevail over any conflicts set forth in a bidder/offeree's Proposal that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State.

2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS - The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

2.1 BUSINESS REGISTRATION – Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

2.2 ANTI-DISCRIMINATION - All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions Contracts (Exhibit B and Executive Order 151, August 28, 2009, attached) as appropriate.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

2.3 PREVAILING WAGE ACT - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on [this proposal] is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by [this proposal] has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by [this proposal] shall comply with

the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

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

2.5 MACBRIDE PRINCIPLES – The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

2.6 PAY TO PLAY PROHIBITIONS – Pursuant to N.J.S.A. 19:44A-20.13 et seq. (L.2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:

- a. Make or solicit a contribution in violation of the statute;
- b. Knowingly conceal or misrepresent a contribution given or received;
- c. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- d. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee;
- e. 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;
- f. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- g. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- h. 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.

2.7 POLITICAL CONTRIBUTION DISCLOSURE – The 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 N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at <http://www.elec.state.nj.us/>.

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

No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or

proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g;

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards;

No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest;

No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;

No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person; and

The provisions cited above in paragraphs 2.8a through 2.8e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

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

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

2.10 COMPLIANCE - LAWS - The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2.11 COMPLIANCE - STATE LAWS - It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

3. STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

3.1 COMPLIANCE - CODES – The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS -

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree 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 it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:
 1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2;
 2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
 3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions; and
 4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

3.4 BUILDING SERVICE – Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

3.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.

3.6 SERVICE PERFORMANCE WITHIN U.S. – Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer. A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b) (1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

3.7 BUY AMERICAN – Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.

4. INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION - The contractor's liability to the State and its employees in third party suits shall be as follows:

- a. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract;
- b. The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and
- c. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

4.2 INSURANCE - The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A- VIII or better rating by A.M. Best & Company. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, and the certificates shall reflect that the insurance policies shall not be canceled for any reason except after sixty (60) days written notice to the State. Certificates of renewals shall be provided within thirty (30) days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey

08625 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at:

ccau.certificate@treas.nj.gov

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

- a. Occurrence Form Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;
- b. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE
\$1,000,000 DISEASE EACH EMPLOYEE
\$1,000,000 DISEASE AGGREGATE LIMIT
- d. This \$1 million amount may have been raised by the RFP when deemed necessary by the Director;
- e. In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 et seq., (small business set asides) the minimum amount of insurance coverage in subsections a., b., and c. above may have been lowered in the RFP for certain commodities when deemed in the best interests of the State by the Director.

5. TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR – The contractor's status shall be that of any independent contractor and not as an employee of the State.

5.2 CONTRACT AMOUNT - The estimated amount of the contract(s), when stated on the RFP form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of the RFP or any contract entered into as a result of the RFP.

5.3 CONTRACT TERM AND EXTENSION OPTION - If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least thirty (30) days prior to the expiration date of the existing contract. The contractor shall have fifteen (15) calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions including pricing of the original contract shall apply unless more favorable terms for the State have been negotiated.

5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK – The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- a. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and
- b. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.5 CHANGE IN LAW – Whenever a change in applicable law or regulation affects the scope of work, the Director shall provide written notice to the contractor of the change and the Director's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- a. If the contractor does not agree with the adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the adjusted contract price. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price;
- b. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.6 SUSPENSION OF WORK - The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

5.7 TERMINATION OF CONTRACT

a. For Convenience:

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than thirty (30) days written notice to the contractor;

b. For Cause:

1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond; and
 2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.
- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and
- d. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.8 SUBCONTRACTING OR ASSIGNMENT –

- a. Subcontracting: The contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws; and
- b. Assignment: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE - Nothing contained in any of the contract documents, including the RFP and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the State.

5.10 MERGERS, ACQUISITIONS - If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within thirty (30) days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR - The contractor hereby certifies that:

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

5.12 DELIVERY REQUIREMENTS-

- a. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;
- b. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;
- c. Items delivered must be strictly in accordance with the contract; and
- d. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 APPLICABLE LAW AND JURISDICTION - This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of

the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

5.14. CONTRACT AMENDMENT – Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

5.15 MAINTENANCE OF RECORDS - The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the RFP. Such records shall be made available to the State, including the Comptroller, for audit and review.

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S) - The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

- a. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;
- b. It shall advise the Attorney General of New Jersey:
 1. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and
 2. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- c. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and
- d. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

6. TERMS RELATING TO PRICE AND PAYMENT

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

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

Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

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

6.3 PAYMENT TO VENDORS -

- a. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have 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 not 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;
- b. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the original Bill of Lading, express receipt and other related papers must be sent to the State Contract Manager or using agency on the date of each delivery. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;
- c. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and
- d. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

6.4 OPTIONAL PAYMENT METHOD: P-CARD - The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction- processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

6.5 NEW JERSEY PROMPT PAYMENT ACT - The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a

rate established by the State Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice.

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

6.6 AVAILABILITY OF FUNDS – The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27 5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract/compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27-1 et seq.**

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity shall include, but not be limited to the following: employment, up grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, 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.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the

contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or

subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27-1 et seq.).

EXECUTIVE ORDER NO. 151 REQUIREMENTS

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.