



Purchasing Services

REQUEST FOR PROPOSAL (RFP)

TITLE: Uniforms and Scrub Rental and Cleaning and Management Services University-wide

RFP NUMBER: P11-031

DATE ISSUED: March 29, 2011

DUE DATE: April 26, 2011

TIME: 2:00 P.M.

LOCATION: UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY
DEPARTMENT OF PURCHASING SERVICES
LIBERTY PLAZA
335 George Street, 2nd Floor
New Brunswick, New Jersey 08903

Important Note: Bidders should check Section 1.3 of this document to verify if attendance at a mandatory event (e.g., pre-bid conference, site visit, etc.) is required for this procurement. Failure to attend a mandatory event will result in the rejection of your proposal.

In accordance with the requirements of this proposal, the undersigned offers and agrees, if their proposal is accepted, to furnish any and all services for which the prices are submitted in accordance with the attached conditions as specified in this proposal.

BIDDER'S NAME
AND ADDRESS

Phone: _____

FEIN #: _____

SIGNATURE AND TITLE OF
AUTHORIZED INDIVIDUAL

Name (signature)

Name (print)

Title

Request for Proposal: Uniforms and Scrub Rental and Cleaning Services (RFP #P11-031)

1.0 INFORMATION FOR BIDDERS

1.1 Purpose and Intent of the Procurement

1.1.1 Purpose

This Request for Proposal (RFP) is being issued by the University of Medicine and Dentistry of New Jersey (UMDNJ), Department of Purchasing Services on behalf of the University.

The purpose of this RFP is to enter a contract for the supply of Uniforms and Scrub Rental and Cleaning and Management Services University-wide.

1.1.2 Intent

It is the University's intent to award this contract to one (1) firm to provide Uniform and Scrub Rental and Cleaning and Management Services University-wide.

1.2 Background

The University of Medicine and Dentistry of New Jersey is the nation's largest public university of the health sciences with five regional campuses located in Camden, New Brunswick/Piscataway, Newark, Scotch Plains and Stratford. With approximately 15,000 faculty and staff, UMDNJ is committed to a mission of excellence in education, research and healthcare delivery and community service.

UMDNJ, campuses and departments require uniform and scrub rental and cleaning services for various university operations. Approximately 6500 university employees and students from the following campuses and departments will require Uniforms and Scrub Rental and Cleaning Services.

Cancer Institute of New Jersey (CINJ)
Environmental Occupational Health & Safety Services (EOHSS)
Environmental Services - (All Campuses)
Eric B. Chandler Health Center
Logistical Services – (All Campuses)
Materials Management Duplicating & Printing – (All Campuses)
New Jersey Dental School (NJDS) - Newark
Physical Plant (All Campuses)
Robert Wood Johnson Medical School (RWJMS)
School of Osteopathic Medicine (SOM)
School of Public Health and Environmental and Health Sciences Institute (SPH-EOHSI)
University Behavioral Health Care
University Hospital & UH Food & Nutrition - Newark

Various Departments in Central Jersey (i.e. Clinical Research Center, Medicine, Microbiology, Neuroscience – OB/GYN, Pathology, Pediatrics, Psychiatry, Surgery and Vivarium)

Delivery and service locations included but are not limited to:

UMDNJ – Newark, New Jersey
UMDNJ – Piscataway, New Jersey
UMDNJ – New Brunswick, New Jersey
UMDNJ – Camden, New Jersey
UMDNJ – Stratford, New Jersey
UMDNJ – Somerset, New Jersey

1.3 Key Events

1.3.1 Questions and Inquiries

It is the policy of the UMDNJ, Purchasing Services to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions should be mailed or faxed to the UMDNJ, Purchasing Services to the attention of the assigned buyer at the following address:

UMDNJ, DEPARTMENT OF PURCHASING SERVICES
335 GEORGE STREET, 2ND FLOOR
NEW BRUNSWICK, NEW JERSEY 08903
ATTN: Denise Council
Buyer's Phone Number: 732-235-9060
Buyer's Fax Number: 732-235-9024
E-Mail: counciem@umdnj.edu

1.3.1.1 Cut-Off Date for Questions and Inquiries

A mandatory Pre-bid Conference has been scheduled for this procurement; therefore, the cut-off date for submission of questions will be the conclusion of the mandatory Pre-Bid Conference. While all questions will be entertained at the mandatory Pre-bid Conference, it is strongly urged that questions be submitted in writing prior to the mandatory Pre-bid Conference. Written questions must be delivered to the Department of Purchasing Services' Buyer. It is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance of the mandatory Pre-bid Conference as possible. This request is made so that answers can be prepared prior to the mandatory Pre-bid Conference.

1.3.1.2 Question Protocol

Questions should be submitted in writing to the attention of the assigned UMDNJ, Purchasing Services buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the buyer; however, oral explanations or instructions given over the telephone shall not be binding upon the University. Bidders shall not contact any person within the University directly, in person, or by telephone, other than the assigned buyer, concerning this RFP.

1.3.2 Mandatory Pre-Bid Conference

A mandatory Pre-Bid Conference has been scheduled for this procurement. The purpose of the mandatory Pre-Bid Conference is to provide a structured and formal opportunity for bidders to raise questions and clarify any of the proposal requirements. The date, time and location are provided as follows:

DATE: April 5, 2011 - TIME: 10:00 AM

LOCATION: UMDNJ, UNIVERSITY HOSPITAL, THE BISTRO CAFETERIA, 150 BERGEN STREET, LEVEL B, NEWARK, NEW JERSEY

CAUTION: Bids will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-bid Conference.

It is the responsibility of the bidder to identify and address any additional requirements or information needed to submit a proposal. No special consideration shall be given to any bidder, because of the bidder's failure to be knowledgeable of all the requirements of the proposal after the pre-bid conference date.

1.3.3 Mandatory Site Visit

A mandatory Site Visit has been scheduled for this procurement, upon the conclusion of the Mandatory Prebid Conference. The purpose of the Site Visit is to provide a structured and formal opportunity for the bidders to raise questions and clarify any of the proposal requirements. The date, time and location are provided as follows:

DATE: April 5, 2011 - **UPON CONCLUSION OF THE MANDATORY PREBID CONFERENCE** - LOCATION: UMDNJ, UNIVERSITY HOSPITAL, THE BISTRO CAFETERIA, 150 BERGEN STREET, LEVEL B, NEWARK, NEW JERSEY

CAUTION: Bids will be automatically rejected from any bidder that was not represented or failed to properly register a mandatory Site Visit. IMPORTANT NOTE: NO QUESTIONS OR INQUIRIES REGARDING THE SUBSTANCE OF THIS RFP WILL BE ACCEPTED OR ANSWERED DURING THE SITE VISIT. ALL QUESTIONS MUST BE HELD AND SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1

1.4 Additional Information for Bidders

1.4.1 Revisions to this RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows:

Since a mandatory Pre-Bid Conference has been scheduled for this procurement, any addendum issued before the mandatory Pre-Bid Conference will be distributed to all bidders who were sent the initial RFP. Any addendum issued at the time of or after the mandatory Pre-Bid Conference will be distributed only to those bidders represented and properly registered at the mandatory Pre-Bid Conference.

1.4.2 Addendum as a Part of this RFP

Any addendum to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

1.4.3 Issuing Office

This RFP is issued by the UMDNJ, Department of Purchasing Services. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the UMDNJ for purposes of this RFP.

1.4.4 Bidder Responsibility

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

1.4.5 Cost Liability

UMDNJ assumes no responsibility and bears no liability for costs incurred by bidders in the preparation and submittal of proposals in response to this RFP.

1.4.6 Contents of Bid Proposal

All information submitted by bidders in response to a bid solicitation is considered public information, except as may be exempted from disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law.

All bid proposals as public records, with the exception of information determined by the courts or UMDNJ to be proprietary, are available for public inspection after contract award.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. UMDNJ reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter.

UMDNJ will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal. The bidder will be required to withdraw such designation before the bid proposal will be considered for contract award.

In the event of a challenge to the bidder's designation of confidentiality/proprietary materials, the bidder shall be solely responsible for defending its designation and UMDNJ shall have no responsibility thereof.

1.4.7 Price Alterations

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

1.4.8 Joint Venture

If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification and, if applicable, foreign (out of State) corporate registration must be supplied for each party to the joint venture.

1.4.9 Bid Bond

A bid bond is not required under this contract.

1.4.10 HIPAA Compliance

As a State Agency, New Jersey State regulations require that we obtain documentation regarding our vendor "HIPAA Compliance" status. In order to be in compliance and conduct business with your company for the procurements of goods and/or services, it will be necessary for your company to complete a Business Associate Agreement.

This agreement involves the access to protected health information that is considered protected pursuant to federal, state and/or local laws and regulations in accordance with the privacy requirements of the "HIPAA" – Health Insurance Portability and Accountability Act of 1996. The requirement is a precondition of entering into a valid and binding contract.

1.4.11 Business Registration Notice

All New Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue, prior to conducting business with the State of New Jersey. Proof of valid business registration must be submitted by a bidder with its bid proposal. Failure to submit such valid business registration with a bid will render the bid materially non-responsive. The business registration form (Form NJ-REG) can be found online at: <http://www.state.nj.us/treasury/revenue/busregcert.htm>

1.4.11.1 Definitions

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

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

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

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

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

“Contracting agency” means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit.

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

1.4.11.2 Requirements Regarding Business Registration Form

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

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

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

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

1.4.12 Deficit Reduction Act

The University of Medicine and Dentistry (UMDNJ) is committed to the prevention and detection of any fraud, waste, and abuse within the University related to all health care programs, including Federal and State programs. To this end, UMDNJ maintains a vigorous compliance program geared in part to educating our community on the range of fraud and abuse laws, including the importance of submitting accurate claims and reports to the Federal and State governments. Our policies prohibit the knowing submission of a false claim for payment in relation to any health care program, including a Federal or State funded health care program. Such a submission is a violation of Federal and State law and can result in significant administrative and civil penalties under the Federal and State False Claims Acts.

To assist UMDNJ in meeting its legal and ethical obligations, any employee, contractor or agent who is aware of the preparation or submission of a false claim or report or reasonably suspects any other potential fraud, waste, or abuse in relation to a Federal or State funded health care program is required to report such information to his or her supervisor and UMDNJ's Office of Ethics and Compliance.

Any employee of UMDNJ who in good faith reports such information will be protected against retaliation for coming forward with such information both under UMDNJ's internal compliance policies and procedures and United States and New Jersey law.

As an organization, UMDNJ obligates itself to investigate any such information swiftly and thoroughly through its internal compliance programs and mechanisms. Nonetheless, if an employee, contractor or agent believes that the organization's response is deficient and unresponsive, the employee shall bring these concerns to UMDNJ's Office of Ethics and Compliance. If such follow-up still does not trigger an investigation, after a reasonable period of time, the employee, contractor or agent has the ability to bring his/her concerns to the appropriate government agency under the relevant Federal and/or State laws.

This information shall be provided to all UMDNJ employees and all contractors and agents of UMDNJ.

2.0 DEFINITIONS

The following definitions shall be part of any contract awarded or order placed as a result of this RFP:

“Addendum” – Written clarification or revision to this RFP issued by UMDNJ, Purchasing Services.

“Amendment” – A change in scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Vice President for Finance and Treasurer.

“Bidder” – An individual or business entity submitting a bid in response to this RFP.

“Carousel Service” – Uniform service conveyer system for handling, storage and retrieval.

“Contract” – This RFP, any addendum to this RFP, and the bidder’s proposal submitted in response to this RFP and UMDNJ’s Contract Term Sheet.

“Contractor” – The contractor is the bidder awarded a contract.

“Evaluation Committee” – A committee established to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Vice President.

“HIPAA” – Health Insurance Portability and Accountability Act of 1996.

“JCAHO” – Joint Commission on Accreditation of Healthcare Organizations

“Loaded Hourly Rate”- All-inclusive rate for the project requested.

“Locker Service” – Delivery and pick-up of Uniform services from each individual employee, staff or student locker.

“May” – Denotes that which is permissible, not mandatory.

“Project” – The undertaking of services that are the subject of this RFP.

“Request for Proposal (RFP)” – This document, which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs as identified herein.

“Shall” or “Must” or “Will” – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

“Should” – Denotes that which is recommended, not mandatory.

“Subtasks” – Detailed activities that comprise the actual performance of a task.

“Task” – A discrete unit of work to be performed.

“UMDNJ” – The University of Medicine and Dentistry of New Jersey, or otherwise referred to as the “University.”

“Vice President” – The Vice President of Supply Chain Management; the contracting officer of UMDNJ.

3.0 SCOPE OF WORK

3.1 Contractor Requirements

- 3.1.1 The Contractor shall provide uniforms and scrubs rental and cleaning and management services university-wide.
- 3.1.2 The Contractor's facilities must be available for inspection by the Infection Control Department of UMDNJ and must meet all JCAHO requirements.
- 3.1.3 The Contractor shall provide uniform delivery and service to the following locations, which include but are not limited to - (See Maps attached) or visit our web site at: http://www.umdj.edu/home2web/finding_umdj/:

UMDNJ – Newark, New Jersey
UMDNJ – Piscataway, New Jersey
UMDNJ – New Brunswick, New Jersey
UMDNJ – Camden, New Jersey
UMDNJ – Stratford, New Jersey
UMDNJ – Somerset, New Jersey

- 3.1.4 The charge for the uniform service shall be a unit price representing one change of clothing and shall be based on only those employees, staff and students actually using the required uniforms.
- 3.1.5 The Contractor shall conduct an inventory of all uniforms 6 months prior to contract expiration.

3.2 Uniform Requirements

- 3.2.1 Uniforms to be furnished are to be of superior quality conforming to the best commercial standards. Uniforms shall be polyester-cotton blend 65/35; 65/40; 80/20 or 65 polyester/34 cotton/1 stainless steel where applicable or 100% cotton where applicable. See uniform specifications in Section 3.10. Uniforms are to be maintained in good condition. All repairs are to be expertly made at the Contractor's location.
- 3.2.2 Uniforms requested are of various colors and types for departmental differentiation (more than 80 departments). Some uniforms are purchased by the department and will need to be cleaned as customer owned garments. See uniform specifications in Section 3.10.
- 3.2.3 Uniforms must be of Angelica sample specifications and/or from an approved equal brand manufacturer. Uniforms to be furnished must be manufactured to suitable specifications for industrial laundry requirements. The manufacturer of the garments provided under this contract must be used throughout the term of the contract award including any extension.

- 3.2.4 All employees will be provided with uniforms that are new at the inception of this contract. Uniforms worn out or damaged through normal wear and tear shall be repaired to the satisfaction of UMDNJ or replaced at Contractor's expense within five (5) days, assuring continuity of service. Additional or new employees shall be provided with new uniforms at start of employment per UMDNJ representative approval. The Contractor shall maintain a sufficient supply of replacement garments for new employees during the duration of the contract including any extensions.
- 3.2.5 The Contractor must affix, sew or heat seal patched on uniform at no additional charge. Contractor must supply patches with new and current UMDNJ logo. This patch must be applied to all uniforms as specified.
- 3.2.6 The Contractor shall measure new employees, staff and students for size at UMDNJ facility before ordering uniforms.
- 3.2.7 All uniforms must be bar-coded with a labeling system that provides location and department, employee name, locker number, type of uniform issued, department code and installation date. Bar-coding and rebar-coding of uniforms must be provided at no additional charge to UMDNJ.
- 3.2.8 The Contractor shall scan all uniforms at UMDNJ facilities for pick-up and delivery. No employee can appear on the Contractor's service list more than once. Changes initiated for increase or decrease of size or quantity to an individual employee must be an adjustment to the original status. (UMDNJ will not be responsible for payment of any duplicate entries.)
- 3.2.9 The Contractor shall have available big and tall sizes (i.e. 2X to 6X) on an as needed basis at no additional cost for all required uniforms.
- 3.2.10 The Contractor shall provide uniform dresses for employees that do not wear pants, and when in some instances a department may choose to purchase garments that will need to be cleaned.
- 3.2.11 The Contractor will not make any changes to the employee's data profile without written authorization from the UMDNJ representative. The Contractor will not accept any request for a service change either from an individual or group of individual employees.
- 3.2.12 **The Contractor shall not charge for rental and cleaning services during the time the Medical and Dental Schools are closed for summer or interim sessions. Uniform services are to be charged on a use basis only.**

3.3 Pick-Up and Delivery

- 3.3.1 UMDNJ reserves the right to inspect the uniforms delivered and to return all uniforms determined to have been unsatisfactorily serviced. If the delivered work is rejected for failure on the part of the Contractor to meet requirements, the Contractor will be required to pick-up the work, reprocess it, and redeliver it, as previously specified, to UMDNJ within the next 24 hours.
- 3.3.2 The Contractor shall establish standard daily delivery quotas with UMDNJ personnel management so as to determine the quantity of uniforms to be delivered in each department.
- 3.3.3 The Contractor must provide a minimum of two deliveries and pickups per week at the Newark campus facilities. This service must occur on a weekly basis for the carousel program and per employee locker within each required University department. The pick-up and delivery schedule shall be twice (2) per week, Tuesday and Friday. Pickup and deliveries will not occur on New Year's Day, Thanksgiving and Christmas Day holidays.
- 3.3.4 The Contractor must provide a minimum of one delivery and pickup per week at the Piscataway/New Brunswick/Somerset central campuses and Camden/Stratford southern campuses.
- 3.3.5 The Contractor's deliveries of uniforms are to be considered due on the dates agreed upon by UMDNJ. The Contractor will be considered to be in default if such schedule is not met unless a schedule modification from UMDNJ is granted in writing.
- 3.3.6 The Contractor shall deliver all uniform inventory and install lockers within sixty (60) days of award of contract.
- 3.3.7 The Contractor must only issue uniforms to new staff members or students when requested by the UMDNJ Project Manager and/or designee(s).

3.4 Laundering

- 3.4.1 All uniforms shall be washed, cleaned and thoroughly rinsed in sufficient soft water having a ph range of 6.5 to 6.9. Cleaning must be cleaned in accordance with EPA registered detergent and disinfectant. No soapy or other objectionable odor shall be left in uniforms.
- 3.4.2 All uniforms used under this contract shall conform to the quality of the best commercial products of the industry. American Institute of Laundry Test or Equal will be accepted.
- 3.4.3 All uniforms shall be hydro-extracted (centrifuged) or have performed a water press to remove water from laundered uniforms. Care will be taken that items are not subjected to unnecessary strain or tearing.

- 3.4.4 All uniforms shall be handled in such a manner as to limit the shrinkage and to avoid injury of any kind to material. Uniforms are to be wrinkle free when delivered.
- 3.4.5 All uniforms that are not processed for locker or carousel service shall be packed in bundles. Bundles are to be no heavier than thirty (30) pounds.
- 3.4.6 During the period of the contract, UMDNJ, at its discretion, may elect to supply test pieces to the Contractor to be processed as directed in order to determine average tensile strength losses. Control pieces will remain the possession of UMDNJ until such time as all pieces are sent to a testing laboratory for analysis.
- 3.4.7 The Contractor shall have stand-by equipment at another location ready to serve the contract requirements in case of breakdown of the primary equipment. Any expenses incurred by UMDNJ as a result of a breakdown will be the Contractors' responsibility.

3.5 Shortage Or Damages

- 3.5.1 The Contractor will be responsible for all losses in possession of UMDNJ up to 5% of the original cost of any uniforms furnished against this bid. UMDNJ will be responsible for loss of any uniform in its possession beyond 5% of the original cost of said uniforms, based upon the following formula: Replacement cost of new uniforms, less 5% of the cost of the original uniforms, less 1/36 of the cost of the original uniforms per month starting with date on which the item was first delivered to the user and up to the date on which the loss occurred. However, items should be fully depreciated by the end of the 3rd year of the contract.

3.6 Reporting

- 3.6.1 The Contractor shall provide reports for wearer activity, uniform use and order status. These reports will show cost and utilization by department in addition to wearer and locker information for audit purposes and will be accessible on line to UMDNJ.
- 3.6.2 The Contractor must have an online ordering and tracking system available for UMDNJ to access campus wide. Control and invoice reports must be available online. Online reports must be customizable and downloadable via internet access from Contractor's website.
- 3.6.3 The Contractor shall provide daily pick-up and delivery control reports to designated UMDNJ representatives at each service location. These reports shall include the following requirements:
- Each daily report will be signed-off by the Contractors Representative (s) and UMDNJ Representative(s).

- The number of uniforms ordered, lost or damaged (other than normal wear and tear), picked-up, repaired, replaced or delivered for each employee or locker number.
 - Names of employees or students transferred to another department, cost center or locker location.
 - New University and terminated staff must be accommodated via the weekly control and invoicing reports. Control reports must clearly show the addition and deletion of individuals and a control method for their uniform allocations status including lost or damaged uniforms. The Contractor shall furnish a list of all uniforms returned on a weekly basis.
- 3.6.4 The Contractor shall provide and implement a system for departments to report departing employees, staff and students. The monthly reports will be itemized by employees name, (alphabetically within department, cost center and carousel program) showing locker location and number, uniform issue to include type, color size and termination date. Provide samples of the reports.
- 3.6.5 The Contractor shall provide monthly reports to UMDNJ designated representatives. The reports shall include a listing of serviced employees, staff and students in alphabetical order to include; department name or cost center; locker number and area serviced. A report shall also be available for listing of University-wide employees, staff and students. Provide samples of the reports.
- 3.6.6 The Contractor must conduct locker inspections on a quarterly basis to verify uniform usage and returned uniforms from employees that have been terminated.
- 3.7 Representative Support
- 3.7.1 The Contractor will provide an Account Manager available on call, 24 hours a day, 7 days a week. The Account Manager will oversee and coordinate all activities of the Uniform Services from a Contractor's prospective, address operational and/or quality issues and promptly resolve any problems. At a minimum, the Account Manager will be required to attend regular monthly Uniform Committee meetings and must be available to attend other meetings as determined by UMDNJ Project Manager and/or designee (s).
- 3.7.2 The Contractor shall place an account representative in the UMDNJ five (5) days a week, four (4) hours a day.
- 3.7.3 The Contractor will maintain the University Hospital uniform room with 2 FTE's five days a week from 7:00am to 5:00pm (including holidays) and one PTE (20 hours week) to service the scrub machines.

3.8 Locker and Carousel Service

- 3.8.1 The Contractor shall provide, install and maintain change-o-matic lockers at no additional cost to each UMDNJ employee and individual department. Each locker unit shall contain 38 ½" x 6 3/8" openings to supply eight (8) individuals. Each locker shall be numbered and labeled by name. UMDNJ uses approximately 450 unit banks of lockers campus wide. Lockers are not required for customer owned garments.
- 3.8.2 The Contractor shall provide a uniform carousel service system and 2 FTE's to staff carousel (UMDNJ owned) from 7:00am to 5:00pm, 5 days a week. Carousel service will consist of a UMDNJ employee, staff or student turning in soiled uniforms for laundering service and they will receive a written acknowledgement receipt of their uniforms. The user will turn in an acknowledgement receipt for pick up of laundered uniforms.
- 3.8.3 The Contractor shall provide UMDNJ with a master key for the lockers provided at each campus location.

3.9 Reusable Scrub Program

- 3.9.1 The Contractor must have prior working experience with the daily operation and maintenance of scrub dispensing systems of similar size and scope to UMDNJ University Hospital.
- 3.9.2 The Contractor shall provide a sufficient supply of valet scrub dispensing machines at no-charge to UMDNJ as needed located on the Newark Campus. This will include maintenance and repairs and provide a mechanism to prevent losses or abuse of the garments in the machines.
- 3.9.3 The Contractor will supply and launder scrubs for the valet machines, to be provided in all sizes. Usage is approximately 1750 scrubs per week.
- 3.9.4 The Contractor must maintain a service schedule for replenishment of machines with clean scrubs and remove soiled scrubs so as to have adequate scrubs available at all times, (24 hours a day 7 days per week). Machines must be filled 3 or 4 times per day 6 days per week.
- 3.9.5 The Contractor must maintain an on-site inventory to replenish the machines as needed.
- 3.9.6 The Contractor must provide reports on usage of the scrub machines on a monthly basis. The Contractor will provide reports on abuse and losses to the Hospital on a monthly basis.
- 3.9.7 If at any point UMDNJ finds the scrub dispensing system is no longer an asset it is UMDNJ'S prerogative to review other scrub dispensing options. The Contractor shall continue to provide the scrub laundering services and accommodate (within reason) new scrub distribution methods.

3.10 Uniform Specification

3.10.1 Uniform Specification

Men's SS Work Shirt Angelica Style or Equal

Description: Man's short sleeve work shirt with button front closure, lined (self material) collar, sewn-in collar stays and two breast patch pockets with button closure.

Material: A blend of 80% polyester/20% combed cotton in a poplin weave. Material weights 4.2 ounces per square yard and has a least 155 threads per square inch. Material is impregnated with a durable press soil release finish of post-cured type. After the uniform is fabricated, it is to be oven baked so that the material will meet a minimum of a 3.5 appearance after 25 launderings without pressing.

Color Code: Dew – Gray; DHW – White; DHX – Dark Green; DMW – Medium Blue; DSW – Light Green; DZW – Tan; DNW – Navy

Color: A non-chloride retentive white vat dyed. Colors must show good colorfastness to laundering 4(AATCC Test Method 61-1975 IVA), to perspiration (AATCC Test Method 15-1976), and to crocking (AATCC Test Method 8- 1977).

Finished Uniform Measurements:

Shirts are to be within manufacturing tolerance of the following:

Size:	Small	Medium	Large	Extra Large
Neck	14 ½	15 ½	16 ½	17 ½
Chest	41	45	49	53
Length	31	31 ¼	31 ½	31 ¾
Sleeve Short	32	32	33	-
Sleeve Medium	33	33	34	34
Sleeve Long	34 ½	34 ½	35	35 ½

Thread Polyester core, cotton wrapped, fully stabilized and closely matching the color of the material.

Buttons: 22 ligne, four hold polyester buttons, closely matching the color of the material.

Labels Indicate size, style number, fiber content and permanent care laundry instructions. Label is to be permanently attached center back at neck and is to be printed with permanent ink.

Workmanship: Shirts are to be clean, free from loose threads and defects, which may affect the appearance or serviceability of the uniforms. Stress points are to be reinforced.

3.10.2 Uniform Specification

Scrub Top Angelica Style # 814 NLN or Equal

Description: Convenient front opening wraparound scrub topper with set-in sleeves. Princess lines. Two lower right pocket with scissors holder. Side tie closure. Double sizes 26-28 to 42-44. Color-coded size labels.

Material: Freostat-An intimate blend of 65% polyester / 34% cotton 1% stainless steel in a sheeting construction. Material weighs a minimum of 4.75 ounces per square yard and has a minimum of 126 threads per square inch. Materials have permanent static control to meet the requirements of NFPA 56. Material is impregnated with a durable press finish and will meet a minimum 3.5 appearance rating after 25 launderings without pressing.

Color: NLN – Pink print, Blue print, Green print colors show good colorfastness to laundering (AATCC Test Method 61-1980 IVA), perspiration (AATCC Test Method 15-1979), and crocking (AATCC Test Method 8-1981).

Finished Uniform Measurements:

Toppers are to be within manufacturing tolerance of the following.

Size:	26-28	30-32	34-36	38-40	42-44-
Bust	37 ½	41 ½	45 ½	49 ½	53 ½
Waist	27	31	35	39	43
Hips	38	42	46	50	54
Length	28	29	29 ½	30	30
Sweep (open)	53	57	61	65	69
Sweep (closed)	44	48	52	56	60

Construction: All major joining seams to be made with mock serge stitch type 512 with 8-10 stitch type 301 with 8-10 stitches per inch. All points of stress to be fast tacked with no less than 28 stitches per tack.

Workmanship: Toppers are to be clean; free from loose threads and defects with may affect the appearance or serviceability of the uniforms.

Findings: Thread 100% spun polyester or polyester core, cotton wrapped fully stabilized and closely matching the color of the material.

Label: Indicates size, fiber content, and permanent care laundering instructions. The label is to be printed in permanent ink and attached back at neck. Color Code: Blue for 26-28, Orange for 30-32, Brown for 34-36, Black for 38-40, Red for 42-44.

Gripper: 16-ligne stainless steel.

3.10.3 Uniform Specification

Scrub Pant Angelica Style # 854 NHN or Equal

Description: Pajama style with non-roll elastic waistband, No front or side opening. Tapered leg with hemmed bottom. Stitched down front creases. No pockets.

Material: Freostat-An intimate blend of 65% polyester/34% cotton 1% stainless steel in a sheeting construction. Material weighs a minimum of 4.75 ounces per square yard and has a minimum of 126 threads per square inch. Materials have permanent static control to meet the requirement of NFPA 56. Material is impregnated with a durable press finish and will meet a minimum 3.5 appearance rating after 25 launderings without pressing.

Color: NLN – Blue, Green, Raspberry. Colors must show good colorfastness to laundering (AATCC test Method 61-1980 IVA), perspiration (AATCC Test Method 15-1979), and crocking (AATCC Test method 8-1981).

Finished Uniform Measurements:

Pants are to be within manufacturing tolerance of the following:

Size:	26-28	30-32	34-36	38-40	42-44
Waist (Elastic)	19	23	27	31	35
Waist (Elastic Stretched Out)	32 ½	36 ½	40 ½	44 ½	48 ½
Hips	34 ½	38 ½	42 ½	46 ½	50 ½
Inseam	30 ½	30 ½	30 ½	30 ½	30 ½
Out seam	42 ½	42 ½	43	43 ½	44
Sweep (Each Leg)	16 ½	17	17 ½	18	18 ½

Construction: All major joining seams to be made with mock serge stitch type 512 with 8-10 stitches per inch. All single needle stitching to be stitch type 301 with 8-10 stitches per inch. All points of stress to be fast tacked with no less than 28 stitches per tack.

Workmanship: Pants are to be clean; free from loose threads and defects with may affect the appearance or serviceability of the uniform.

Findings: Elastic ¾ non-roll elastic, natural rubber with white polyester wrap, completely Launderable and dry cleanable.

Label: Indicates size, fiber content, and permanent care laundering instructions. The label is printed in permanent ink and attached back at neck. Color Code: Blue for 26-28, Orange for 30-32, Brown for 34-36, Black for 38-40, Red 42-44.

3.10.4 Uniform Specification

Men's Work Shirt Angelica Style # 82917 or Equal

Description: Men's long sleeve work shirt with button front closure, lined (self material) collar, sewn-in collar stays and two breast patch pockets with button closure.

Material: A blend of 80% polyester / 20% combed cotton in a poplin weave. Material weights 4.2 ounces per square yard and has a least 155 threads per square inch. Material is impregnated with a durable press soil release finish of post-cured type. After the uniform is fabricated, it is to be oven baked so that the material will meet a minimum of a 3.5 appearance after 25 launderings without pressing.

Color Code: Dew – Gray; DHW – White; DHX – Dark Green; DMW – Medium Blue; DSW – Light Green; DZW – Tan; DNW – Navy

Color: Shirt must have a non-chloride retentive white vat dyed. Color must show good colorfastness to laundering 4(AATCC Test Method 61-1975 IVA), perspiration (AATCC Test Method 15-1976), and crocking (AATCC Test Method 8- 1977).

Finished Uniform Measurements:

Shirts are to be within manufacturing tolerance of the following:

Size:	Small	Medium	Large	Extra Large
Neck	14 ½	15 ½	16 ½	17 ½
Chest	41	45	49	53
Length	31	31 ¼	31 ½	31 ¾
Sleeve Short	32	32	33	-
Sleeve Medium	33		34	34
Sleeve Long	34 ½	34 ½	35	35 ½

Thread Polyester core, cotton wrapped, fully stabilized and closely matching the color of the material.

Buttons: 22 ligne, four hold polyester buttons, closely matching the color of the material.

Labels Indicates size, style number, fiber content and permanent care laundry instructions. Label is to be per permanent attached center back at neck and is to be printed with permanent ink.

Workmanship: Shirts are to be clean, free from loosed threads and defects with my affect the appearance or serviceability of the uniform. Stress points are to be reinforced.

3.10.5 Uniform Specification

Work Pants Angelica Style # 85500 or Equal

Description: Work pants have proportioned fit and four inserted pockets.

Material: A blend of 65% polyester/20% cotton in a twill weave. Material weights 7.0 ounces per square yard and has a least 170 threads per square inch. Material is impregnated with a durable press soil release finish of post-cured type. After the uniform is fabricated, it is to be oven baked so that the material will meet a minimum of 3.5 appearances after 25 launderings without pressing.

Color Code: LQW – White; ZBW – Dark Green; ZCW – Charcoal; ZEW – Lt. Grey; ZHW – Spruce Green; ZNW – Navy; ZPW – Postman Blue ZZW – Khaki.

Color: Colors must show good colorfastness to laundering (AATCC Test Method 61-1975 IVA), perspiration (AATCC Test Method 15-1976), and crocking (AATCC Test Method 8-1977).

Finished Uniform Measurements:

Pants are to be within manufacturing tolerance of the following:

Size	28	29	30	31	32	33	
Waist	29	30	31	32	33	34	
Seat	37	38	39	40	41	42	
Bottom							
Opening	18 ½	18 ½	18 ½	18 ½	18 ½	18 ½	
Front							
Rise	11 7/8	12 ½	12 3/8	12 5/8	12 5/8	12 5/8	
Back							
Rise	16 5/8	16 7/8	16 7/8	17 1/8	17 1/8	17 1/8	
Size	34	36	38	40	42	44	46
Waist	35	37	39	41	43	45	47
Seat	43	45	47	49	51	53	55
Bottom	19	19	19	19	19 ½	19 ½	19 ½
Opening							
Front							
Rise	12 7/8	12 7/8	13 1/8	13 3/8	13 5/8	13 7/8	14 1/8
Back							
Rise	17 3/8	17 5/8	17 7/8	18 1/8	18 3/8	18 5/8	18 7/8

Thread: Polyester core, cotton wrapped, fully stabilized and closely matching the color of the material on which used

Label: Indicates size, fiber content and permanent care laundry instructions. Label is to be printed in permanent ink and attached inside waistband.

Workmanship: Pants are to be clean; free from loose threads and defect with may affect the appearance or serviceability of the uniform. Stress points are to be reinforced.

3.10.6 Uniform Specification

Work Pants Angelica Style # 88803 or Equals

Description: Women's industrial work pants feature zipper fly, side to waist adjustment; two inserted front pockets and two pat pockets.

Material: An intimate blend of 65% polyester / 35% combed cotton in fine line twill weave weighing a minimum of 7 ounces per square yard and having at least 175 threads per square inch. The material is impregnated with a durable press reactant finish of a post-cured type. After the uniform is fabricated, it is to be oven baked so that the material will meet a minimum of a 3.5 appearance rating after 25 laundering without pressing.

Color Code: LQW – White; ZBW – Brown; ZHW – Spruce Green; ZNW – Navy Blue; ZZW – Khaki.

Color: A non-chlorine retentive white and vat-dated colors. Colors must show good fastness to laundering (AATCC Test Method 61-1975 IVA), perspiration (AATCC Test Method 15-1976 and crocking (AATCC Test Method 8-1977).

Finished Uniform Measurements:

Pants are to be within manufacturing tolerance of the following:

Size:	22	24	26	28	30	32	34
Waist	22 ½	24 ½	26 ½	28 ½	30 ½	32 ½	34 ½
Hips	35 ½	37 ½	39 ½	41 ½	43 ½	45 ½	47 ½
Inseam	34	34	34	34	34	34	34
Unfinished							
Sweep	21	21 ½	22	22	22	22 ½	22 ½
Leg							
Front Rise	12 3/8	12 5/8	12 7/8	13 1/8	13 3/8	13 5/8	13 7/8
Back Rise	13 ¾	14	14 ¼	14 ½	14 ¾	15	15 ½

Thread: Polyester core, cotton wrapped, fully stabilized and closely matching the color of the material on which used.

Label: Paper label on outside or left waistband states style, fiber content. Permanent care laundry instructions, and is printed with permanent ink.

Workmanship: Pants are to be clean; free from loose threads and defect with may affect the appearance or serviceability of the uniform. Stress points are to be reinforced

3.10.7 Uniform Specification

Women's Tunic Top Angelica Style # 89011 or Equal

Description: Women's tunic top with below-the-hip length, long pointed collar with notched lapel, darted bodice with princess line back, two slant top patch pockets.

Material: A blend of 80 % polyester /20% combed cotton in a poplin weave. The material weighs a minimum of 4.8 ounces per square yard and has at least 162 threads per square inch. The material is impregnated with a durable press soil release finish of a post cure type. After the uniform is fabricated, it is to be oven baked so that the material will meet a minimum of a 3.5 appearance rating after 25 laundering without pressing.

Color: A bleached white and yet dyed colors. Colors must show good colorfastness to laundering (AATCC Test Method 61-1975-IV-A), perspiration (AATCC Test Method 15-1976) and crocking (AATCC Test Method 8-1977).

Angelica Color Code: RAW – Aqua, RCW – Blue, RDW – Gold, RHW – White, RCW – Orange. RPW – Pink, RYW – Yellow, RNW – Navy, RLW – Red, RYX – Bright Yellow.

Finished Uniform Measurements:

Toppers will be within manufacturing tolerance of the following:

Size	28	30	32	34	36	38	40	42
Bust	36	38	40	42	44	46	48	50
Waist	30	32	34	36	38	40	42	44
Hips	37	39	41	43	45	47	49	51
Length	30	30	30 ½	30 ½	30 ¾	31	31 ¼	31 ½
Open Sweep	46	48	50	52	54	56	58	60

Thread: Polyester core, cotton wrapped, fully stabilized and closely matching the color of the material.

Label: Label states style, size, fiber content and permanent care laundry instructions. Label is permanently attached center back at neck and is printed with permanent ink.

Workmanship: Toppers are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.8 Uniform Specification

Men's Frock Angelica Style # 87008 or Equal

Description: Men's three quarter length frock with four button front closure, two lower patch pockets, one breast patch pocket with pencil division, back vent and side /hand vents.

Material: RHW – a blend of 80% polyester/20% combed cotton in a poplin weave. Material weights a minimum of 4.8 ounces per square yard and has at least 162 threads per square inch. Material is impregnated with a durable press soil release finish of a post-cured type. After the uniform is fabricated, it is to be oven baked so that the material will meet a minimum of a 3.5 appearance rating after 25 laundering without pressing.

Color: A bleached white, non-chlorine retentive, to show good whiteness retention characteristics. Angelica Color Code: RHW – White, Blue, Gold, Navy, Grey, and Tan.

Finished Uniform Measurement:

Frock will be within manufacturing tolerance of the following:

Size	32	34	36	38	40	42	44	46	48
Chest	39	41	43	45	47	49	51	53	55
Waist	38 ½	40 ½	42 ½	44 ½	46 ½	48 ½	50 ½	52 ½	54 ½
Length	39	39	39	39 ½	39 ½	39 ½	40	40	40
Sleeve Inseam	19	19	19	19	19	19	19	19	19

Thread: Polyester core, cotton wrapped, fully stabilized, and closely matching the color of the material.

Buttons: 30 ligne, four hole polyester buttons, closely matching the color of the material.

Label: Label states style, size, fiber content and permanent care laundry instructions. Label is permanently attached center back at neck and is printed with a permanent ink.

Workmanship: Frocks are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.9 Uniform Specification

Women's Smock Angelica Style # 88010 or Equal

Description: Women's smock with convertible notch collar, adjustable back belt, pencil division breast pocket and two lower patch pockets.

Material: A blend of 80% polyester/20% combed cotton in a poplin weave. Material weights a minimum of 4.8 ounces per square yard and has at least 162 threads per square inch. Material is impregnated with durable press soil release finish of post-cured type. After the uniform is fabricated, it is to be oven baked so that the material will meet a minimum of a 3.5 appearance rating after 25 laundering without pressing.

Color: A bleached white and vat dyed colors. Colors must show good colorfastness to laundering (AATCC Test Method 61-1975-IV-A), perspiration (AATCC Test Method 15-1976) and crocking (AATCC Test Method 8-1977).

Angelica Color Code: RAW– Aqua, RCW– Blue, RDW– Gold, RRX– Cherry Red, RHW- White, RNW- Navy

Finish Uniform Measurement:

Smock will be within manufacturing tolerance of the following:

Size	28 30	32	34	36	38	40	42	44	
Bust	38 ½	40 ½	42 ½	44 ½	46 ½	48 ½	50 ½	52 ½	54 ½
Waist	34 ½	36 ½	38 ½	40 ½	42 ½	44 ½	46 ½	48 ½	50 ½
Hips	39 41	43	45	47	49	51	53	55	
Length	37 37	38	38	38	38	39	39	39	
Sweep	46 48	50	52	54	56	58	60	62	

Thread: Polyester core, cotton wrapped, fully stabilized and closely matching the color of the material.

Buttons: 30 Ligne, two hole polyester buttons closely matching color of material.

Label: Indicates style, size, fiber content and permanent care laundry instructions. To be permanently attached top center back at neck. To be printed with a permanent ink.

Workmanship: Smocks are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.10 Uniform Specification

Women's Blouse Angelica Style # 88804 DHW or Equal

Description: Women's long sleeve industrial blouse has convertible collar, front placket, seven gripper front closure and two-gripper cuff closure.

Material: A blend of 80% polyester/20% combed cotton in a poplin weave. Material weighs a minimum of 4.4 ounces per square yard and has a least 155 threads per square inch. Material is impregnated with a durable press soil release finish and a post cured type. After the uniform is fabricated, it is to be oven baked so that the material will meet a minimum of a 3.5 appearance rating after 25 laundering without pressing.

Color: A non-chlorine retentive white showing good whiteness retention characteristics.

Finished Uniform Measurements: Blouses are to be within manufacturing tolerance of the following:

Size	28	30	32	34	36	38	40	42	44
Bust	36	38	40	42	44	46	48	50	52
Waist	34 ½	36 ½	38 ½	40 ½	42 ½	44 ½	46 ½	48 ½	50 ½
Sweep	37 ½	39 ½	41 ½	43 ½	45 ½	47 ½	49 ½	51 ½	53 ½
Length	28 ½	28 ½	28 ½	29	29 ½	29 ½	29 ½	30	30 ½

Thread: Polyester core, cotton wrapped, fully stabilized and closely matching the color of the material.

Label: Label states style number, size fiber content and permanent care laundry instructions. Label is permanently attached center back at neck and is printed in permanent ink.

Workmanship: Blouses are to be clean and free from loose threads and defects, which may affect the appearance or serviceability of the uniform. Stress points are to be reinforced.

3.10.11 Uniform Specification

Dress Angelica Style # 88001 or Equal

Description: Princess line dress with lapel collar, button front closure, two large rounded pockets set in gore seams.

Material: A blend of 80% polyester/20% cotton in a poplin weave. Material weighs a minimum of 4.8 ounces per square yard and has at least 162 threads per square inch. Material is impregnated with a durable press soil release finish of a post cure type. After the uniform is fabricated, it is to be oven baked so that the material will meet a minimum 3.5 appearance rating after 25 launderings without pressing.

Color: A bleached white and vat dyed colors to show good colorfastness to laundering (AATCC Test Method 6-1975 IVA), perspiration (AATCC Test Method 15-1976), and to crocking (AATCC Test Method 8-1977)

Angelica Color Code: RAW-Aqua, RCW- Blue, RDW- Gold, RHW- White, RJW- Jade Green, RLW- Cadet Blue, RNW- Navy, ROW- Orange, RPW- Pink, RLW- Red, RYW- Yellow, RYX- Bright Yellow.

Finished Uniform Measurement: Dresses will be within manufacturing tolerance of the following:

Size	28 30	32	34	36	38	40	42	44	
Bust	36 ½	38 ½	40 ½	42 ½	44 ½	46 ½	48 ½	50 ½	52 ½
Waist	26 28	30	32	34	36	38	40	42	
Hips	37 ½	39 ½	41 ½	43 ½	45 ½	47 ½	49 ½	51 ½	53 ½
Length	39 ½	39 ½	40	40 ½	41	41 ½	42 ½	42 ½	42 ½
Sweep	51 53	55	57	59	61	63	65	67	

Threads: Polyester core, cotton wrapped, fully stabilized and closely matching the color of the material.

Buttons: Polyester buttons closely matching the color of the material.

Label: Label states style, size, fiber content and permanently attached center back at neck and printed in permanent ink.

Workmanship: Dresses are to be clean and free from loose threads and defects, which may affect the appearance or serviceability of the uniform. Stress points are to be reinforced.

3.10.12 Uniform Specification

Men's Work Shirt Angelica Style or Equal

Description: Men's long sleeve work shirt with button front closure, lined (self material) collar, sewn-in collar stays and two breast patch pockets with button closure.

Material: 100% Cotton

Color: A non-chlorine retentive white vat dyed color to show good colorfastness to laundering (AATCC Test Method 61-1975-IV-A), perspiration (AATCC Test Method 15-1976) and crocking (AATCC Test Method 8-1977). Navy, Spruce Green

Finished Uniform Measurement:

Shirts are to within manufacturing tolerance of the following:

Size	Small	Medium	Large	Extra Large
Neck	14 ½	15 ½	16 ½	17 ½
Chest	41	45	49	53
Length	31	31 ½	31 ½	31 ¾
Sleeve Length Short	32	32	33	-
Sleeve Length Medium	33	33	34	34
Sleeve Length Long	34 ½	34 ½	35 ½	35 ½

Thread: Polyester core, cotton wrapped, fully stabilized and closely matching the color of the material.

Buttons: 22 ligne, four hold polyester buttons, closely matching the color of the material.

Label: Label indicates size; style number, fiber content and permanent care laundry instructions. Label is to be per permanent attached center back at neck and is to be printed with permanent ink.

Workmanship: Shirts are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.13 Uniform Specification

Men's Work Pants Angelica Style or Equal

Description: Work pants have proportioned fit and four inserted pockets.

Material: 100% Cotton

Color: Colors show good colorfastness to laundering (AATCC Test Method 6-1975 IVA), to perspiration (AATCC Test Method 15-1976), and to crocking (AATCC Test Method 8-1977).

Navy, Spruce Green

Sizing: Pants are to be within manufacturing tolerance of the following;

SIZE	28	29	30	31	32	33	34	36
Waist	29	30	31	32	33	34	35	37
Seat	37	38	39	40	41	42	43	45
Bottom Opening	18 ½	18 ½	18 ½	18 ½	18 ½	18 ½	19	19
Front Rise	11 7/8	12 ½	12 3/8	12 3/8	12 5/8	12 5/8	12 7/8	12 7/8
Back Rise	16 5/8	16 7/8	16 7/8	17 1/8	17 1/8	17 3/8	17 3/8	17 5/8
SIZE	38	40	42	44	46			
Waist	39	41	43	45	47			
Seat	47	49	51	53	55			
Bottom Opening	19	19	19 ½	19 ½	19 ½			
Front Rise	13 7/8	13 3/8	13 5/8	13 7/8	14 1/8			
Back Rise	17 7/8	18 1/8	18 3/8	18 5/8	18 7/8			

THREAD: Polyester core, cotton wrapped, fully stabilized and closely matching the color of the material on which used.

LABEL: Indicates size, fiber content, and permanent care laundering instructions. The label is to be printed in permanent ink and attached inside waistband.

Workmanship: Pants are to be clean and free from loose threads and defects, which may affect the appearance or serviceability of the uniform. Stress points are to be reinforced.

3.10.14 Uniform Specification

44" Lab Coat Angelica Style or Equal

Description: The 44" coat shall have one pointed pocket and two pointed waist pockets having a $\frac{3}{4}$ " clean finish hem. Pockets shall be set with a double row of lockstitch (stitch type 301). Upper corners of all pockets shall be bar tacked for strength.

The collar shall be a folded one-piece collar. The lab coat shall have two-piece set-in style sleeves with a $\frac{3}{4}$ " clean finish hem. Lapels shall be set to the fronts. Fronts shall have a clean finish hem and 4 buttons for closure.

The bottom of the lab coat shall have a $\frac{1}{2}$ " clean finish hem sewn with chain stitch (Stitch type 401). Major seams shall be sewn safety stitch (stitch type 516). All stitching shall be done with matching thread and stitches shall be a minimum of 8 S.P.I.

Care and size label will be sewn at center of neck below collar on inside of uniform. Lab coat shall be Sager Corporation style L-44-NL or equal.

Fabric: 4 $\frac{1}{2}$ oz. Natural Nomex, 6 oz. Natural Nomex, 6 $\frac{1}{2}$ oz. Natural Modacrylic. Please see flame retardant specifications 3.10.15.

Thread: Nomex Fabric shall be sewn with 100 percent Nomex thread. Modacrylic fabric shall be sewn with 100 percent polyester thread.

Sizing

SIZE	Small	Medium	Large	Xlarge	XXLarge
Chest	42	46	50	54	58
Sleeve	32	33	34	35	35
Overall Length	44	44	44	44	44

Label: Label indicates size; style number, fiber content and permanent care laundry instructions.

Workmanship: Blazers are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.15 Uniform Specification

COMPARATIVE THERMAL PROTECTIVE PERFORMANCE FLAME RETARDANT CLOTHING

Item (Fabric)	Weight Time (Oz/yds2)	Thickness (Mils)	Air-Perm (Ft/min)	Plain Time Time (Sec)	2 nd . Burn Time (Sec)	Plain Time (Sec)
SEF Modacrylic	6.2	17	76	2.4	3.4	1.0
FRT Cotton	9.8	30	10	4.6	5.1	0.5
Nomex* Aramid	4.4	17	272	3.0	5.0	2.0
Nomex* Aramid	5.8	19	72	4.0	6.5	2.5
Nomex* Aramid	9.7	28	47	5.6	8.9	3.3

* Tissue tolerance times are based on an exposure of 2.0-cal/cm2 sec 50/50 convective/ radiant energy

3.10.16 Uniform Specification

Master Chef Coat Angelica Style Chef Designs # KC82 or Equal

Description: The various size master chef coat shall have a welted pocket, thermometer pocket on left sleeve. Pockets shall be set with a double row of lockstitch (stitch type 301). Uniform shall be of high-end restaurant, hotel and hospitality image standard.

The collar shall be a one-piece stand up collar. The master chef coat shall have a french cut front with piped ventilation. The collar cuff and front of coat should be trimmed in black piping. Fronts shall have a clean finish hem and 12 cloth knot buttons for closure. Additional specifications should include a towel loop on the right side, underarm ventilation and pleated action-back.

Care and size label will be sewn at center of neck below collar on inside of uniform.

Material: 8.5 ounce Twill, 100% Cotton

Colors: Various Colors

Sizing

SIZE	Small	Medium	Large	Xlarge	XXLarge
Chest	36/38	40/42	44/46	48/50	52/54
Sleeve	33	34	35	35	36
Neck	14/14.5	15/15.5	16/16.5	17/17.5	18/18.5

Label: Label indicates size; style number, fiber content and permanent care laundry instructions.

Workmanship: Coats are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.17 Uniform Specification

Traditional Chef Coat Angelica Style Chef Designs # KT76 or Equal

Description: The various size chef coat shall have a left breast pocket and thermometer pocket on left sleeve. Pockets shall be set with a double row of lockstitch (stitch type 301). Uniform shall be of high-end restaurant, hotel and hospitality image standard.

The collar shall be a one-piece stand up collar. The chef coat shall have vented cuffs with a double breast front. The collar cuff and front of coat should be trimmed in black piping. Fronts shall have a clean finish hem and 8 black pearl buttons for closure.

Care and size label will be sewn at center of neck below collar on inside of uniform.

Material: 7.5 ounce Twill, 65/35% Polyester/Cotton

Colors: Various Colors

Sizing

SIZE	Small	Medium	Large	Xlarge	XXLarge
Chest	36/38	40/42	44/46	48/50	52/54
Sleeve	33	34	35	35	36
Neck	14/14.5	15/15.5	16/16.5	17/17.5	18/18.5

Label: Label indicates size; style number, fiber content and permanent care laundry instructions.

Workmanship: Coats are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.18 Uniform Specification

V-Style Cook Shirt Angelica Style Chef Designs # SP18 or Equal

Description: The V-Style cook shirt shall come in various sizes and colors. The collar shall be a birds eye rib trimmed v-neck and a hidden in-seam LC pocket. The cook shirt shall have birds eye trim on sleeve, pleated action-back and side slit. Uniform shall be of high-end restaurant, hotel and hospitality image standard.

Care and size label will be sewn at center of neck below collar on inside of uniform.

Material: 6.0 ounce fine line twill, 80/20 % Polyester/Cotton

Colors: Various Colors

Men's Sizing

SIZE	Small	Medium	Large	Xlarge	XXLarge
Chest	36/38	40/42	44/46	48/50	52/54

Women's Sizing

SIZE	Small	Medium	Large	Xlarge	XXLarge
Equivalent to Dress Size	6/8	8/10	12/14	16/18	20/22

Label: Label indicates size; style number, fiber content and permanent care laundry instructions.

Workmanship: Shirts are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.19 Uniform Specification

Standard Cook Shirt Angelica Style Chef Designs # SP04 or Equal

Description: The standard cook shirt shall come in various sizes and colors. Uniform shall be of high-end restaurant, hotel and hospitality image standard.

The collar shall be a one piece standard with a left chest pocket. The cook shirt shall have a squared bottom, which could be worn in or out. Based on a medium size, length will be 28” inches. A 5010 five button closure or 5020 and 5028 five gripper closure.

Care and size label will be sewn at center of neck below collar on inside of uniform.

Material: 4.3 oz. 80/20% polyester/cotton or 4.7 oz. 65/35% Polyester/Cotton

Colors: Various Colors

Men’s Sizing

SIZE	Small	Medium	Large	Xlarge	XXLarge
Chest	36/38	40/42	44/46	48/50	52/54

Label: Label indicates size; style number, fiber content and permanent care laundry instructions.

Workmanship: Shirts are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.20 Uniform Specification

Cotton Baggy Chef Pant Angelica Style Chef Designs # PC54 or Equal

Description: Baggy chef pants have proportioned fit with a full elastic waistband drawstring. Pants will include one hip pocket and two pockets at the side seams. Uniform shall be of high-end restaurant, hotel and hospitality image standard.

Material: 100% cotton twill. Material weights 6.5 ounces with the color black weighing 7.0 ounces. Pants should have a wrinkle resistant fabric able to be washed at home.

Colors: Black; Chili Pepper; Utensil Stripe; White & Black Check

SIZE	Small	Medium	Large	Xlarge	XXLarge
Waist Size	28-30	32-34	36-38	40-42	44-46

Label: Label indicates size; style number, fiber content and permanent care laundry instructions.

Workmanship: Pants are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.21 Uniform Specification

Bib Apron Full Length Angelica Style Chef Designs # TT30 or Equal

Description: Bib apron shall be one size fits all unisex. Bib will have an adjustable neck strap with plastic buckle and a three-section pocket. Uniform shall be of high-end restaurant, hotel and hospitality image standard.

Dimension: 24" wide x 34" long

Material: 7.5 ounce twill with a blend of 65/35 % polyester/cotton. Material should include a pre-cure soil release.

Colors: Various Colors

Size: One size fits all

Label: Label indicates size; style number, fiber content and permanent care laundry instructions.

Workmanship: Aprons are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.22 Uniform Specification

Bistro Apron Angelica Style Chef Designs # TT34 or Equal

Description: Bistro apron shall be one size fits all unisex. Bib will have large rectangular pocket with pencil divider and extra long ties. Uniform shall be of high-end restaurant, hotel and hospitality image standard.

Dimension: 28" wide x 32" long

Material: 7.5 ounce with a blend of 65/35 % polyester/cotton twill. Material should include a pre-cure soil release.

Colors: Various Colors

Size: One size fits all

Label: Label indicates size; style number, fiber content and permanent care laundry instructions.

Workmanship: Aprons are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.23 Uniform Specification

Bib Apron Short Angelica Style Chef Designs # TT32 or Equal

Description: Bib Apron Short shall be one size fits all unisex. Bib will have an adjustable neck strap with plastic buckle and a three-section pocket. Uniform shall be of high-end restaurant, hotel and hospitality image standard.

Dimension: 28" wide x 24" long

Material: 7.5 ounce with a blend of 65/35 % polyester/cotton twill. Material should include a pre-cure soil release.

Colors: Various Colors

Size: One size fits all

Label: Label indicates size; style number, fiber content and permanent care laundry instructions.

Workmanship: Aprons are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.24 Uniform Specification

Bib Apron Waist Angelica Style Chef Designs # TT46 or Equal

Description: Bib Apron Waist shall be one size fits all unisex. Bib will have a square bottom with a three-section pocket. Uniform shall be of high-end restaurant, hotel and hospitality image standard.

Dimension: 23" wide x 11" long

Material: 7.5 ounce with a blend of 65/35 % polyester/cotton twill. Material should include a pre-cure soil release.

Colors: Various Colors

Size: One size fits all

Label: Label indicates size; style number, fiber content and permanent care laundry instructions.

Workmanship: Aprons are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.25 Uniform Specification

Chef Hat Angelica Style Chef Designs # HP60 or Equal

Description: Chef Hat shall be one size fits all unisex. Hat will have an adjustable velcro closure. Uniform shall be of high-end restaurant, hotel and hospitality image standard.

Material: 80/20 % polyester/cotton. Material should include a pre-cure soil release.

Colors: Various Colors

Size: One size fits all

Label: Label indicates size; style number, fiber content and permanent care laundry instructions.

Workmanship: Hats are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.26 Uniform Specification

Skull Cap Angelica Style Chef Designs # HP70 or Equal

Description: Skull Cap shall be one size fits all unisex. Cap will have an elastic back. Uniform shall be of high-end restaurant, hotel and hospitality image standard.

Material: 65/20 % polyester/cotton. Material should include a pre-cure soil release.

Colors: Various Colors

Size: One size fits all

Label: Label indicates size; style number, fiber content and permanent care laundry instructions.

Workmanship: Caps are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.27 Uniform Specifications

Men's & Women's Oxford Shirt Angelica Style Superior Uniform Group # 64410 & 64430 or Equal

Description: Men's / Women's long and short sleeve oxford shirt with button front closure, sewn-in lined collar and one hemmed spade style pocket. Oxford shirt shall have a button down collar, two button adjustable cuffs and box pleat back. Uniform shall be of high-end restaurant, hotel and hospitality image standard.

Material: 60% cotton / 40% polyester. 4.25 oz. and 5.00 oz. yarn-dyed oxford

Color: Light Blue; White

Finished Uniform

Measurement: Shirts are to within manufacturing tolerance of the following:

Men's Sizes	Small	Medium	Large	Xlarge	XXlarge
Neck	14-14 ½	15-15 ½	16-16 ½	17-17 ½	18-18 ½
Chest	34-36	38-40	42-44	46-48	50-52
Length	32 ½-33	33 ½-34	34 ½-35	35-35 ½	35 ½ -36
Sleeve Length Short	32	32	33	-	
Sleeve Length Medium	33	33	34	34	
Sleeve Length Long	34 ½	34 ½	35 ½	35 ½	
Women's Sizes	Small	Medium	Large	Xlarge	XXlarge
Size	6/8	10/12	14/16	18/20	22/24
Chest	33 ½-35	35 ½-37 ½	38-40 ½	41 ½-44 ½	45 ½-48 ½
Waist	25-26 ½	27-29 ½	30-32 ½	33-36 ½	37-40 ½
Hips	35-36 ½	37-39	39 ½-42	42 ½-46	46 ½-50

Buttons: Seven buttons with vertical buttonholes.

Label: Label indicates size; style number, fiber content and permanent care laundry instructions. Label is to be permanently attached center back at neck and is to be printed with permanent ink.

Workmanship: Shirts are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.28 Uniform Specifications

Men's & Women's Metro Dress Shirt Angelica Style Superior Uniform Group # 41064 & 41066 or Equal

Description: Men's / Women's long sleeve metro shirt with button front concealed placket closure and back yoke with inverted pleat. Metro shirt shall have a point dress collar and two button adjustable cuffs. Uniform shall be of high-end restaurant, hotel and hospitality image standard.

Material: Cotton / Polyester

Color: Various

Finished Uniform

Measurement: Shirts are to within manufacturing tolerance of the following:

Unisex Sizes: XSmall – Xlarge

Buttons: Seven buttons with vertical buttonholes.

Label: Label indicates size; style number, fiber content and permanent care laundry instructions. Label is to be per permanent attached center back at neck and is to be printed with permanent ink.

Workmanship: Shirts are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.29 Uniform Specifications

Women's Blouse Angelica Style Superior Uniform Group or Equal

Description: Women's long and short sleeve blouse with button front closure. Blouse should have a one-piece shirt collar, adjustable cuffs and double yoke back. Uniform shall be of high-end restaurant, hotel and hospitality image standard.

Material: 60 / 40% Cotton/Polyester

Color: Various

Finished Uniform

Measurement: Shirts are to within manufacturing tolerance of the following:

Women's Sizes	Small	Medium	Large	Xlarge	XXlarge
Size	6/8	10/12	14/16	18/20	22/24
Chest	33 ½-35	35 ½-37 ½	38-40 ½	41 ½-44 ½	45 ½-48 ½
Waist	25-26 ½	27-29 ½	30-32 ½	33-36 ½	37-40 ½
Hips	35-36 ½	37-39	39 ½-42	42 ½-46	46 ½-50

Buttons: Seven buttons with vertical buttonholes.

Label: Label indicates size; style number, fiber content and permanent care laundry instructions. Label is to be per permanent attached center back at neck and is to be printed with permanent ink.

Workmanship: Blouses are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.30 Uniform Specifications

Men's & Women's Blazer Angelica Style Superior Uniform Group # 28204 & 20604 or Equal

Description: Men's and Women's single breasted jacket blazer fully lined. Men's Blazer shall have one inside pockets, two patch pockets with flaps and chest pocket. Men's Blazer shall have three inside pockets, two patch pockets with flaps and chest pocket. Uniform shall be of high-end restaurant, hotel and hospitality image standard.

Material: 10.5 ounce, 100% polyester

Colors: Various Colors

Finished Uniform

Measurement: Blazers are to be within manufacturing tolerance of the following:

Size: Men's even standard sizes 36-54
Women's even standard sizes 2-24

Buttons: Two Buttons

Label: Label indicates size; style number, fiber content and permanent care laundry instructions.

Workmanship: Blazers are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.31 Uniform Specifications

Ladies Tunic Vest Angelica Style #27101 Superior Uniform Group or Equal

Description: Ladies Tunic Vest fully princess lined front and back. Tunic vest shall have two usable front lower pockets and three black buttons. Uniform shall be of high-end restaurant, hotel and hospitality image standard.

Material: 100% polyester / Poly comfort fiber

Color: Black

Finished Uniform

Measurement: Tunic Vests are to be within manufacturing tolerance of the following:

Size: Women's sizes Small -XXLarge

Label: Label indicates size; style number, fiber content and permanent care laundry instructions.

Workmanship: Vests are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.32 Uniform Specifications

Men's Vest Angelica Style Superior Uniform Group # 66242 or Equal

Description: Men's Vest fully lined. Vest shall have a five button front closure, chest pocket, two lower pockets and adjustable back belt. Uniform shall be of high-end restaurant, hotel and hospitality image standard.

Material: 7.5 ounce, 65/35 % polyester/cotton, Poly-Comfort Fiber

Colors: Various Colors

Finished Uniform

Measurement: Vests are to be within manufacturing tolerance of the following:

Size: Men's sizes Small - XLarge

Label: Label indicates size; style number, fiber content and permanent care laundry instructions.

Workmanship: Vests are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.33 Uniform Specifications

Men's & Women's Plain Front Dress Pants Angelica Style Superior Uniform Group or Equal

Description: Men's and Women's plain front dress relaxed fit pants. Pants shall have a straight leg fit and a hook eye closure. Uniform shall be of high-end restaurant, hotel and hospitality image standard.

Material: 6 ounce, 100% Polyester

Colors: Various Colors

Finished Uniform

Measurement: Pants are to be within manufacturing tolerance of the following:

Men's Size: Waist 32-44; Inseam 29-34

Women's Sizes	Small	Medium	Large	Xlarge	XXlarge
Size	6/8	10/12	14/16	18/20	22/24
Chest	33 ½-35	35 ½-37 ½	38-40 ½	41 ½-44 ½	45 ½-48 ½
Waist	25-26 ½	27-29 ½	30-32 ½	33-36 ½	37-40 ½
Hips	35-36 ½	37-39	39 ½-42	42 ½-46	46 ½-50

Label: Label indicates size; style number, fiber content and permanent care laundry instructions.

Workmanship: Pants are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.34 Uniform Specifications

Men's & Women's Pleated Dress Pants Angelica Style Superior Uniform Group # 64236 & 62206 or Equal

Description: Men's and Women's pleated dress pants. Men's pants shall have two back welt pockets with a hook eye closure. Women's pant shall have no back pockets. Uniform shall be of high-end restaurant, hotel and hospitality image standard.

Material: 6 ounce, 100% Polyester

Colors: Various Colors

Finished Uniform

Measurement: Pants are to be within manufacturing tolerance of the following:

Men's Size: Waist 28-44; Inseam 29-34

Women's Sizes	Small	Medium	Large	Xlarge	XXlarge
Size	6/8	10/12	14/16	18/20	22/24
Chest	33 ½-35	35 ½-37 ½	38-40 ½	41 ½-44 ½	45 ½-48 ½
Waist	25-26 ½	27-29 ½	30-32 ½	33-36 ½	37-40 ½
Hips	35-36 ½	37-39	39 ½-42	42 ½-46	46 ½-50

Label: Label indicates size; style number, fiber content and permanent care laundry instructions.

Workmanship: Pants are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.35 Uniform Specifications

Men's & Women's Pleated Dress Pants Angelica Style Superior Uniform Group # 21617 & 20527 or Equal

Description: Men's and Women's comfort fit pleated dress pants. Men's pants shall have two back welt pockets with a hook eye closure. Women's pants shall include quarter top pockets, a side elastic and no back pockets. Uniform shall be of high-end restaurant, hotel and hospitality image standard.

Material: 6 ounce, 100% Polyester

Colors: Various Colors

Finished Uniform

Measurement: Pants are to be within manufacturing tolerance of the following:

Men's Size: Waist 28-44; Inseam 29-34

Women's Sizes	Small	Medium	Large	Xlarge	XXlarge
Size	6/8	10/12	1 4/16	18/20	22/24
Chest	33 ½-35	35 ½-37 ½	38-40 ½	41 ½-44 ½	45 ½-48 ½
Waist	25-26 ½	27-29 ½	30-32 ½	33-36 ½	37-40 ½
Hips	35-36 ½	37-39	39 ½-42	42 ½-46	46 ½-50

Label: Label indicates size; style number, fiber content and permanent care laundry instructions.

Workmanship: Pants are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.36 Uniform Specifications

Women Skirt Angelica Style Superior Uniform Group or Equal

Description: Women pleated skirt. Skirt shall have a side waist elastic, zip/button closure and ¼ top pockets. Uniform shall be of high-end restaurant, hotel and hospitality image standard.

Material: 6 ounce, 100% Polyester / Comfort Fiber

Colors: Various Colors

Finished Uniform

Measurement: Skirt is to be within manufacturing tolerance of the following:

Women's Sizes	Small	Medium	Large	Xlarge	XXlarge
Size	6/8	10/12	14/16	18/20	22/24
Chest	33 ½-35	35 ½-37 ½	38-40 ½	41 ½-44 ½	45 ½-48 ½
Waist	25-26 ½	27-29 ½	30-32 ½	33-36 ½	37-40 ½
Hips	35-36 ½	37-39	39 ½-42	42 ½-46	46 ½-50

Label: Label indicates size; style number, fiber content and permanent care laundry instructions.

Workmanship: Skirts are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.37 Uniform Specifications

Men's & Women's Warm Up Jacket Angelica Style Superior Uniform Group or Equal

Description: Men's and Women's five snap button front closure warm up jacket. Warm up jacket shall have knit collar, knit cuff, two lower pockets and scissor holder on right.

Material: 3.5 ounce, 50 % Polyester / 50% Cotton

Colors: Various Colors

Finished Uniform

Measurement: Warm up jackets are to be within manufacturing tolerance of the following:

Size: Men's even standard sizes Small - Xlarge
Women's even standard sizes Small - Xlarge

Buttons: Five Snap Button

Label: Label indicates size; style number, fiber content and permanent care laundry instructions.

Workmanship: Warm up jackets are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.38 Uniform Specification

Coveralls Angelica Style or Equal

Description: One-piece long sleeve protective Coverall. Coverall shall have two-way brass zipper front opening. Pockets shall be located on chest, hips and front of coveralls. The collar shall be a folded one-piece collar.

Material: 5 ounce, Touch-Tex II soft hand poplin

Colors: Various Colors

Finished Uniform

Measurement: Coveralls are to be within manufacturing tolerance of the following:

Sizing – Sized to be worn over clothing

Sizes	Small	Medium	Large	Xlarge	XXlarge
Chest	34-36	38-40	42-44	46-48	50-52

Label: Label indicates size; style number, fiber content and permanent care laundry instructions.

Workmanship: Coveralls are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.39 Uniform Specifications

Men's & Women's Knit Polo Shirt Angelica Style Superior Uniform Group or Equal

Description: Men's / Women's short sleeve knit polo shirt with three tortoiseshell button front closure. Shirt shall have a knit collar, left chest pocket and hemmed sleeves.

Material: 5.4 ounce, Wrinkle Resistant 60 % Cotton / 40 % Polyester Knit

Color: Various solid colors

Finished Uniform

Measurement: Shirts are to within manufacturing tolerance of the following:

Unisex Sizes: XSmall – XLarge

Men's Size	Small	Medium	Large	XLarge	XLarge
Chest	36/38	40/42	44/46	48/50	52/54

Women's Sizing

SIZE	Small	Medium	Large	XLarge	XXLarge
Equivalent to Dress Size	6/8	8/10	12/14	16/18	20/22

Buttons: Three buttons

Label: Label indicates size; style number, fiber content and permanent care laundry instructions. Label is to be per permanent attached center back at neck and is to be printed with permanent ink.

Workmanship: Shirts are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.40 Uniform Specifications

Men's & Women's Blended Polo Shirt Angelica Style Superior Uniform Group or Equal

Description: Men's / Women's short sleeve blended polo shirt with three tortoiseshell button front closure. Shirt shall have a knit no curl collar, left chest pocket, topstitched armholes and shoulder seams.

Material: 6.5 ounce, 100 % Soft Hand Polyester. Superior Color Retention, Soil Release and Moisture Management.

Color: Various solid colors.

Finished Uniform

Measurement: Shirts are to within manufacturing tolerance of the following:

Unisex Sizes: XSmall – Xlarge

Men's Size	Small	Medium	Large	XLarge	XXLarge
Chest	36/38	40/42	44/46	48/50	52/54

Women's Sizing

SIZE	Small	Medium	Large	XLarge	XXLarge
Equivalent to Dress Size	6/8	8/10	12/14	16/18	20/22

Buttons: Three buttons

Label: Label indicates size; style number, fiber content and permanent care laundry instructions. Label is to be per permanent attached center back at neck and is to be printed with permanent ink.

Workmanship: Shirts are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

3.10.41 Uniform Specifications

Men's & Women's Lapel Coat Angelica Style Superior Uniform Group or Equal

Description: Men's and Women's 3 button closure lapel coat. Lapel coat shall have one left breast pockets and two bottom pockets. Uniform shall be of high-end restaurant, hotel and hospitality image standard.

Material: 4.5 ounce, 80% Polyester / 20% Cotton Poplin

Colors: Various Colors

Finished Uniform

Measurement: Coats are to be within manufacturing tolerance of the following:

Size: Men's even standard sizes 36-54
Women's even standard sizes 2-24

Buttons: Three Button

Label: Label indicates size; style number, fiber content and permanent care laundry instructions.

Workmanship: Blazers are to be clean, free from loose threads and defects, which may affect the appearance or serviceability. Stress points are to be reinforced.

UMDNJ Number of Employees Serviced (Refer to Pricing Page)

<u>LOCATION</u>	<u>EMPLOYEES</u>
UH Newark	2860
University Newark	2569
University Piscataway	830
University New Brunswick	Included in Piscataway number
University Camden	8
University Stratford	103
University Somerset	4

Total: 6374 (Approximately)

* Includes 450 Union Employees

4.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

4.1 Contract Term and Extension Option

4.1.1 Contract Term

The contract will be awarded for three (3) years, commencing from the date of award. If delays in the bid process result in an adjustment of the anticipated contract effective date, the bidder agrees to accept a contract for the full term of the contract.

4.1.2 Contract Extension Option

This contract may be extended for (2) one-year option periods. Any extension of this contract under this provision will be put into effect by mutual agreement between the University and the Contractor, with written notification being provided to the Contractor by the University. The original terms and conditions will remain in effect for any extension period. Unless otherwise noted in this RFP (or any Addendum thereto), pricing for each optional year is to remain the same as the final year of the original contract term.

4.2 Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the Contractor to continue services, if requested by the Vice President, until new services can be completely operational. The Contractor acknowledges its responsibility to cooperate fully with the replacement Contractor and UMDNJ to ensure a smooth and timely transition to the replacement Contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The Contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by UMDNJ.

4.3 Precedence of the University's Standard Terms and Conditions

The contract resulting from this procurement shall consist of this RFP (including UMDNJ's Standard Terms and Conditions); any addendum to this RFP, the Contractor's bid proposal and UMDNJ's Contract Term Sheet.

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

Unless specifically noted within this RFP, UMDNJ's Standard Terms and Conditions take precedence over the Special Terms and Conditions contained in this Section of the RFP. The Standard Terms and Conditions in effect for this procurement can be found at the following Internet address: www.umdj.edu/purchweb

The version of the Standard Terms and Conditions that apply to this procurement is as follows:

- 1) If a mandatory event is conducted as part of this procurement (e.g., mandatory pre-bid conference, mandatory site visit, etc.), the Standard Terms and Conditions that apply to this procurement are those that are posted on the Web site referenced above on the business day prior to the mandatory event; or,
- 2) If no mandatory event is conducted as part of this procurement, yet an addendum is issued (e.g., in response to questions from bidders), the Standard Terms and Conditions that apply to this procurement are those that are posted on the Web site referenced above on the business day prior to the date of issuance of the addendum; or,
- 3) If no mandatory event is conducted and no addendum is issued for this procurement, the Standard Terms and Conditions that apply to this procurement are those that are posted on the Web site referenced above on the business day prior to the bid opening date.

In the event of a conflict between the provisions of this RFP, including UMDNJ's Standard Terms and Conditions and the Special Terms and Conditions contained in this Section, and any addendum to the RFP, the addendum shall govern.

4.4 Departure From Bid Specifications or Terms and Conditions

Notwithstanding the forgoing, a bidder's proposal may be deemed **NON-COMPLIANT AND BE REJECTED** and/or be found **non-responsive** if the change is a material departure from the bid specifications or the terms and conditions of this RFP. A material departure occurs when the change increases the likelihood that the waiver from compliance with the RFP is capable of giving the appearance of corruption or favoritism, or encouraging excessive spending or is likely to affect the amount or price of the bid or to influence any potential bidder to refrain from bidding or is capable of affecting the ability of the University to make a bid comparison, or is unacceptable to the University. The determination of material departure shall be in the sole discretion of the University.

4.5 Insurance

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

- **Commercial General Liability Insurance** - including contractual liability endorsement, subject to primary limits of coverage of not less than \$1,000,000 per occurrence/\$1,000,000 annual aggregate. If applicable, XCU coverage may be required;
- **Automobile Liability Insurance** – covering owned, non-owned and hired vehicles with not less than \$1,000,000 for bodily injury and property damage;

- **Excess Liability Insurance** - subject to an additional limit of liability of not less than \$1,000,000 per occurrence/\$1,000,000 aggregate excess of the primary policy;

- **Workers' Compensation Insurance** - statutory coverage and including employers liability coverage of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate;

- **Additional Insured** - UMDNJ to be named as additional insured ATIMA with respect to Commercial General, Automobile and Excess Liability Insurance provided by contractor pursuant to this proposal/contract;

- **Errors and Omissions Liability insurance** - with limits of \$1million/\$1million; UMDNJ to be named as additional insured ATIMA with respect to services provided by contractor pursuant to this proposal contract. If applicable, this insurance may be required.

- All insurers affording coverage are to be licensed to conduct the business of insurance within the State of New Jersey and to be rated not less than A- by Bests Insurance Rating Service.

-UMDNJ is to be named as certificate holder with respect to all afore-mentioned insurance coverages.

- All Insurance coverages shall remain in effect throughout the course of the contract. Contractor shall be responsible for any and all future claims, litigation, damages, liabilities, whatsoever, which may arise as a result of Contractor's performance of services pursuant to this contractual agreement.

All required commercial general liability insurance and any required pollution liability insurance coverage shall be maintained throughout the course of the project. Failure to maintain said insurance coverage shall be deemed sufficient cause to immediately terminate the contract without having to show additional cause. Further, said liability insurance coverages shall be subject to an extended reporting period of not less than six years following the completion of the contract/project and, also, shall include completed operations coverage for a period of not less than six years following the completion of the project /contract.

4.6 Contract Amendment

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the Contractor and the Vice President.

4.7 Contractor Responsibilities

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

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

4.8 Substitution of Staff

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor will identify the substitute personnel and the work to be performed.

The Contractor must provide detailed justification documenting the necessity for the substitution. Résumés must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The Contractor shall forward a request to substitute staff to the Vice President, through the University's Project Manager, for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the Vice President, through the University's Project Manager.

4.9 Substitution or Addition of Subcontractor(s)

If it becomes necessary for the Contractor to substitute and/or add a subcontractor, the Contractor will identify the proposed new subcontractor and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution or addition.

The Contractor must provide detailed résumés of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge ability and experience relevant to that part of the work, which the subcontractor is to undertake.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of a similar subcontractor proposed by the Contractor in its bid proposal.

The Contractor shall forward a request to substitute/add a subcontractor to the Vice President, through the University's Project Manager, for consideration and approval. No substitution or addition of a subcontractor is authorized until the Contractor has received written approval to proceed from the Vice President, through the University's Project Manager.

4.10 Ownership of Material

All data, technical information, materials gathered, oriented, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of UMDNJ and shall be delivered to UMDNJ upon 30 days notice by UMDNJ.

With respect to software computer programs and/or source codes developed for UMDNJ, the work shall be considered "work for hire," i.e., UMDNJ, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed.

4.11 Data Confidentiality

All financial, statistical, personnel and/or technical data supplied by UMDNJ to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the Contractor's suspension or debarment from UMDNJ contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

4.12 News Releases

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without prior written consent of the Vice President.

4.13 Advertising

The Contractor shall not use UMDNJ's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Vice President.

4.14 License and Permits

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply UMDNJ with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations shall have been included by the Contractor its bid proposal.

4.15 Claim and Remedies

4.15.1 Claims

The following shall govern claims made by the Contractor regarding contract award rescission, contract interpretation, Contractor performance and/or suspension or termination.

Final decisions concerning all disputes relating to contract award rescission, contract interpretation Contractor performance and/or reduction, suspension or termination are to be made in a manner consistent with N.J.A.C. 17:12-1.1, et seq. The Vice President's final decision shall be deemed a final agency action reviewable by the Superior Court of New Jersey, Appellate Division.

All claims asserted against UMDNJ by the 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.

However, any claim against UMDNJ relating to a final decision by the Vice President regarding contract award rescission, contract interpretation, Contractor performance and/or contract reduction, suspension or termination shall not accrue, and the time period for performing any act required by N.J.S.A. 59:8-8 or 59:13-5 shall not commence, until a decision is rendered by the Superior Court of New Jersey, Appellate Division (or by the Supreme Court of New Jersey, if appealed) that such final decision by the Vice President was improper.

4.15.2 Remedies

Nothing in the contract shall be construed to be a waiver by UMDNJ of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in writing executed by the Vice President.

4.16 Form of Compensation and Payment

UMDNJ's payment terms are Net 45 days.

3.5.1.6 The Contractor must submit invoices to UMDNJ with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the contract or purchase order number and must be in strict accordance with the firm, fixed prices submitted for uniforms on the RFP pricing sheet. The Contractor must submit invoices electronically via e-mail or internet access. Invoices should contain the number of uniforms ordered, lost or damaged (other than normal wear and tear), picked-up, repaired, replaced or delivered for each employee or locker number. Invoice reports must clearly show the addition and deletion of individuals and a control method for their uniform allocations status to including lost or damaged uniforms. All invoices must be approved by UMDNJ before payment will be authorized.

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

4.17 Additional Work and/or Special Projects

The Contractor shall not begin performing any additional work or special projects without first obtaining written approval from the Vice President, Supply Chain Management.

In the event that the need for additional work and/or a special project arises, UMDNJ will submit such a request to the Contractor in writing. The Contractor must present a written proposal to perform the additional work/special project to UMDNJ. The proposal should provide justification for the necessity of the additional work/special project. The relationship between the additional work/special project being requested and the work required by the Contractor under the base contract must be clearly established by the Contractor in its proposal for performing the additional work/special project. The Contractor's written proposal must provide a detailed description of the work to be performed, broken down by task and subtask. The proposal should contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt of the Contractor's written proposal, it shall be forwarded to the Vice President for written approval. Complete documentation from the using agency, confirming the need for the additional work/special project, must be submitted.

No additional work and/or special project may commence without the Vice President's written approval. In the event the Contractor proceeds with additional work and/or special projects without the written approval of the Vice President it shall be at the Contractor's sole risk. UMDNJ shall be under no obligation to pay for work done without the Vice President's written approval.

4.18 Option to Reduce Scope of Work

UMDNJ has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Vice President shall provide advanced, written notice to the Contractor.

Upon receipt of such written notice, the Contractor will submit, within five (5) working days to the Vice President, an itemization of the work effort already completed by task or subtasks. The Contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

4.19 Suspension of Work

The Vice President 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 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 Vice President may thereafter direct in writing. The period of suspension shall be deemed added to the Contractor's approved schedule of performance. The Vice President and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.

4.20 Change in Law

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the Contractor shall advise the Vice President in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Vice President and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.

4.21 Small Business Subcontractor Utilization Plan

The Contractor shall subcontract with set-aside firms according to the percentages stated in the "Supplier Diversity and Vendor Development Program Diversity Vendor Policy/Requirements" information which is attached to this RFP.

Upon contract award, the Contractor shall report all payments made to small business subcontractors to the University's Office of Supplier Diversity and Vendor Development.

4.25 Material Safety Data Sheets

The Contractor is required to furnish material safety data sheets (MSDS), or manufacturers' equivalent information sheets, on the products and/or chemicals used in performing the services specified in this RFP to the University's Project Manager. These sheets must list complete chemical ingredients including the percentage composition of each ingredient on the mixture (down to 0.1%), the chemical abstract services numbers for those substances listed any potentially hazardous products which may off gas during or flowing application. Failure to do so may constitute reason for termination of the contract.

4.26 Contractor's Personnel

4.26.1 Direct Management of Personnel

The Contractor will be solely responsible for all direct management, supervision, and control of the work performed by the Contractor's personnel. The Contractor shall be responsible for determining the proper work methods and procedures to be used and for ensuring that the work is properly and safely undertaken and completed in a satisfactory manner.

4.26.2 Employees of the Contractor

All parties must clearly understand that all Contractor personnel provided by the Contractor or any of his subcontractors shall be considered employees of the Contractor or subcontractor. Under no circumstances shall these people be considered employees of the University or as independent Contractors. Therefore, the Contractor and any of his subcontractors must provide all functions related to these personnel with respect to their classification as employees. These functions will include such services as salary, benefits and proper payroll deductions such as federal and state income taxes, disability and unemployment insurance, etc.

Contractor's personnel will be in uniform, clearly indicating name of firm and identifying their affiliation with the firm. In addition, personnel shall bear identification cards at all times with their name as well as the firm name listed on the card.

4.26.3 Employee Conduct

All Contractor personnel must observe all University regulations in effect at the location where the work is being performed. While on University property, the Contractor's personnel shall be subject to oversight by the University's Project Manager. Under no circumstances shall the Contractor's or any subcontractor's personnel be deemed employees of the University. Contractor or subcontractor personnel shall not represent themselves to be employees of the University.

Contractor's personnel will at all times make their best efforts to be responsive, polite, and cooperative when interacting with representatives of the University or any other University employees.

The Contractor's personnel shall be required to work in a harmonious manner with University employees as well as outside contractors, if applicable. Nothing contained in this RFP shall be construed as granting the Contractor the sole right to supply personal or contractual services required by the University.

The Contractor agrees that, upon request by the University's Project Manager, the Contractor shall remove from the work crew any of its personnel who are, in the opinion of the University, guilty of improper conduct or who are not qualified or needed to perform the work assigned to them. Examples of improper conduct include, but are not limited to, insobriety, sleeping on the job, insubordination, tardiness, or substandard performance. The University's Project Manager or their representative is empowered to request that the Contractor replace offending personnel immediately.

The University's Project Manager may require replacement and removal from the work crew any employee who is identified as a potential threat to the health, safety, security, general well being, or operational mission of the facility and its population.

4.26.4 Criminal Background Check

In addition, in connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment, except as provided under Public Law 89-176, September 10, 1965 (18 U.S.C. 4082)(c)(2) and Executive Order 11755, December 29, 1973.

All employees supplied by the Contractor may be required to have a criminal background check and/or be investigated during the term of this contract.

4.27 Licenses and Permits

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply the University's Project Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award, in the event that it had not been required as part of the Contractor's bid.

4.28 Requirements of PL 2005, Chapter 51/ Executive Order 117 Vendor Certification and Disclosure of Political Contributions

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Public Law 2005, c.51, was signed into law on March 22, 2005. On September 24, 2008, Governor Corzine issued Executive Order 117, which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in procurement. The Executive Order builds upon the provisions of Chapter 51. Pursuant to the requirements of Public Law 2005, c.51, and Executive Order 117, all bidders must submit the Two-Year Chapter 51/Executive Order 177 Vendor Certification and Disclosure of Political Contributions with their bid proposal. See Section 9 of this RFP for the certification form. The form and instructions for completion of the form may be found at http://.umdnj.edu/purchweb/employees/employ36_forms_policies.htm .

4.28.1 State Treasurer Review

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

4.29 New Jersey Election Law Enforcement Commission Requirement

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-20.13 (P.L. 2005, c.271, section 3) if the Contractor receives in excess of \$50,000 from a public entity in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

4.30 Federal and State Laws and Regulations Regarding Healthcare

The University is committed to compliance with all federal and state regulations regarding healthcare, including but not limited to licensing, Stark and anti-kickback laws, Medicare and Medicaid regulations. All services provided under this bid and the contract award under this bid must comply with all applicable laws. In addition, if a violation comes to the attention of either party, or any changes in the laws or regulations occurs which make the bid or contract entered into between the parties as a result of the bid, to be in violation of any applicable law, then the agreement shall be amended to address the violation or to comply with the change, or terminated if amending will not resolve the violation. The University shall have the option to amend the contract resulting from the RFP in order to comply with all applicable local, State and Federal laws, rules and regulations.

5.0 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

5.1 General

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

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP's requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

The bidder is instructed to clearly identify any requirement of this RFP that the bidder cannot satisfy.

5.2 Proposal Delivery and Identification

In order to be considered a bid proposal must arrive at the Department of Purchasing Services in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. UMDNJ regulations mandate that late proposals are ineligible for consideration. The exterior of all bid proposal packages must be labeled with the Request for Proposal identification number, final bid opening date and the buyer's name.

5.3 Number of Bid Proposal Copies

Each bidder must submit one (1) complete original bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each bidder should also submit five (5) full, complete and exact copies of the original. **A copy must also be provided on Compact Disk (CD).** The copies required are necessary in the evaluation of the bid. It is suggested that the bidder make and retain a complete copy of its bid proposal.

5.4 Proposal Form and Content

The proposal should follow the format indicated in the following Sections of this RFP. The bidder should limit their response to one volume, if at all possible, with that volume divided into three (3) sections as indicated below.

5.5 Section 1 – Forms

5.5.1 Ownership Disclosure Form

The bidder must complete the attached Ownership Disclosure Form. A complete Ownership Disclosure Form must be received prior to, or accompanying, the bid. Failure to do so will preclude the award of a contract.

5.5.2 MacBride Principles Certification

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

5.5.3 Affirmative Action

The bidder should complete the attached Affirmative Action Employees Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate, or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition of entering into a valid and binding contract.

5.5.4 Set-Aside Contracts

Since this procurement involves set-aside subcontracting requirements, the bidder must return the attached Subcontractor Utilization Plan Form or, in the alternative, the bidder must address the issue of set-aside subcontracting in its bid proposal. Upon contract award, the contractor shall report all payments made to all such subcontractors to the UMDNJ, Office of Supplier Diversity and Vendor Development.

5.5.5 Business Associate Agreement

The bidder should complete the attached Business Associate Agreement, involving the access to protected health information that is considered protected pursuant to federal, state and/or local laws and regulations in accordance with the privacy requirements of the “HIPAA” – Health Insurance Portability and Accountability Act of 1996. The requirement is a precondition of entering into a valid and binding contract.

5.5.6 Business Registration Notice

All New Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue, prior to conducting business with the State of New Jersey. Proof of valid business registration must be submitted by a bidder with its bid proposal. Failure to submit such valid business registration with a bid will render the bid materially non-responsive. The business registration form (Form NJ-REG) can be found online at:

<http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>

5.5.8 Requirements of PL 2005, Chapter 51/ Executive Order 117 Vendor Certification and Disclosure of Political Contributions

Pursuant to the requirements of Public Law 2005, c.51, and Executive Order 117, all bidders must submit the Two-Year Chapter 51/Executive Order 177 Vendor Certification and Disclosure of Political Contributions with their bid proposal. See Section 9 of this RFP for the certification form. Instructions for completion of the form may be found at:

http://www.umdnj.edu/purchweb/employees/employ36_forms_policies.htm .

5.6 Section 2 - Technical and Organizational Support and Experience Proposals

Bidders must submit their technical and organizational support and experience proposals by fully and accurately completing the Bidder Data Sheets included in this RFP as Section 7.0.

A bidder's failure to fully, properly and accurately complete all of the technical proposal and organizational support and experience information required by Section 7.0 of the RFP may result in their bid being considered non-responsive.

5.7 Section 3 - Cost Proposal

5.7.1 Bidders must submit their cost proposal in accordance with the Price Sheet(s) included in this RFP as Section 8.0. The Bidder shall provide the cost for total ownership of the garments after the lease/rental period begins for lost garments.

Failure to submit all information required will result in your bid being considered non-responsive. Each bidder is requested to hold its prices firm for a minimum of ninety (90) days so that an award can be made.

5.7.2 Each bidder should also provide a comprehensive listing of all labor categories that may be used to perform additional work and/or special projects or according to the additional work and/or special project clause(s) of this RFP. Loaded hourly rates are to be submitted for all labor categories that the bidder anticipates may be required to perform additional work and/or special projects.

Failure to include a labor category along with a loaded hourly rate will exclude that category from eligibility to perform additional work and/or special projects under the contract resulting from this RFP. Each bidder may submit labor categories for additional work that are not included in the base proposal to perform the Scope of Work required by this RFP.

Each bidder may also submit any additional price or cost information that the bidder feels may be required to perform any additional work and/or special projects required by this RFP.

ONLY price and costing information provided by the bidder in its original bid proposal submitted in response to this RFP may later be used for additional work and/or special projects to be paid against the contract resulting from this RFP.

6.0 PROPOSAL EVALUATION AND CONTRACT AWARD

6.1 Proposal Evaluation Committee

Proposals may be evaluated by an Evaluation Committee composed of members of affected departments together with representative(s) from the Department of Purchasing Services. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of an outside consultant in an advisory role.

6.2 Oral Presentation and/or Clarification of Bids

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

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

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

6.3 Evaluation Criteria

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

- 6.3.1 The bidder's general approach and plans to meet the requirements of this RFP.
- 6.3.2 The bidder's detailed approach and plans to perform the Uniforms and Scrub Rental and Cleaning Services required by the Scope of Work Section of this RFP, including quality of uniforms and scrubs and facility.
- 6.3.3 The bidder's documented experience in successfully providing Uniform and Scrub Rental and Cleaning Services contracts of a similar size and scope of those required by this RFP.

6.3.4 The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully providing Uniforms and Scrub Rental and Cleaning Services work on contracts of similar size and scope to those required by this RFP.

6.3.5 The overall ability of the bidder to mobilize, undertake and successfully providing Uniforms and Scrub Rental and Cleaning Services work for this contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

6.3.6 The bidder's cost proposal.

6.4 University's Right to Consider Additional Information

6.4.1 The Vice President may obtain any information determined to be appropriate regarding the ability of the bidder to supply and/or render the service required by this RFP.

6.4.2 The Vice President may consider such other factors that, in the opinion of the Vice President, are important in evaluating the bidder's proposal and awarding contracts as determined to be in the best interest of the University.

6.4.3. The University reserves the right to request all bidders to explain the method used to arrive at any or all cost or pricing figures.

6.4.4 When making the contract award decision, the University may consider evidence of formal or other complaints against any bidder(s) by the University for contracts held in the past or present by the bidder.

6.4.5 The University reserves the right to check the bidder's financial capacity and ability to successfully undertake and complete the services required by this RFP by any means deemed appropriate.

6.4.6 The University reserves the right to conduct site inspections of any facility(s) serviced by the bidder(s) to assist in judging the bidder's ability to provide the services required by this RFP. This applies to all facilities services by the bidder or any sub-contractor to the bidder. This right extends to all facilities of which the University is aware, or about which it becomes aware, that the bidder is servicing, whether or not the facility is listed in the bidder's proposal.

6.5 Contract Award

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to UMDNJ, price and other factors considered. Any or all bids may be rejected when the Vice President determines that it is in the public interest to do so.

6.6 Bidder's Right to Challenge a Contract Award

Except in cases of emergency, bidders have the right to protest a proposed contract award.

A bidder's protest must be submitted to the buyer of record with a copy to the Vice President of Supply Chain Management ("Vice President") within ten (10) days of receipt of notice to the bidder that it did not receive a contract award for its submitted bid proposal or notice that an award had been made to another bidder. The protest period may be shortened by the Vice President of Supply Chain Management. If the protest period is shortened or a protest period is not authorized due to emergency, all bidders will receive notice of the shortened protest period or emergency in the notice sent to bidder on the award of the contract.

Notices of contract award under this section may be faxed, e-mailed, sent by regular mail or by any other means, excluding telephonic communication, conducive to transmitting the notice. If notice is sent by regular mail, the recipient is deemed to have received the notice three (3) days after mailing.

If a bidder files a protest to a contract award under this section, the bidder must set forth in writing with specificity the basis of the protest. At the time of the protest filing, the bidder must also submit all documentation supporting the basis of the protest. Failure to comply with these requirements may lead to rejection of the protest and UMDNJ award of the contract.

The protest will be reviewed and addressed with reasonable promptness. If deemed necessary by Vice President, a hearing may be held on the merits of the protest. In all cases, the Vice President will notify the bidder of the final determination on the protest.

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The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to UMDNJ, price and other factors considered. Any or all bids may be rejected when the Vice President determines that it is in the public interest to do so.

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The protest will be reviewed and addressed with reasonable promptness. If deemed necessary by Vice President, a hearing may be held on the merits of the protest. In all cases, the Vice President will notify the bidder of the final determination on the protest.

7.0 BIDDER'S INFORMATION

The bidder should fully complete and submit the following "Bidder's Information" to as part of your bid response. Failure to satisfactorily complete and submit the "Bidder's Information" may result in a determination that your bid is non-responsive, resulting in rejection of your bid.

7.1 Bidder's Gear-up and Transition Plan

All bidders, including any present or incumbent contractor(s) should submit a detailed gear-up and transition plan with their bid proposal. The plan should be designed to show the University that the bidder would be able to establish complete and satisfactory contract operation on the contract beginning date.

The bidder should show how they plan to make an orderly and efficient transition from the current contract to complete and satisfactory delivery of all services required by the new contract. The Gear-Up and Transition Plan should provide for an orderly and efficient start-up.

The Gear-Up and Transition Plan should be submitted with the proposal using the following sheets. The plan should address, at a minimum, how the following issues will be handled:

7.1.1 Gear-Up and Transition Timetable

Provide the bidder's gear-up and transitional plan. The plan should include a detailed timetable for gear-up and transition. The timetable should convince the University that the new contract will be operational on the contract beginning date required. For evaluation purposes only, bidders should use a contract award date of July 1, 2011 for the beginning of the gear-up and transitional period. The new contract should begin and be operational on July 1, 2011.

7.1.2 Recruitment and Orientation of Staff

The bidder's plan for recruitment, orientation of new staff and assignment of contractor's staff required to perform the services, service categories or other work elements as detailed in the Scope of Work of this RFP.

7.1.3 Staff Assigned to Contract

The bidder shall provide the number and qualifications of management, supervisory and other staff proposed for by the bidder to provide the Uniforms and Scrub Rental and Cleaning Services including the number of hours and shifts each person will be assigned as outlined in Section 3.7 of the RFP.

7.1.4 Supervisory Personnel

Provide the bidder's plan for implementation and use of on-site supervisory staff during the gear-up, transitional period and duration of the contract. This plan should show all personnel that will be assigned to manage, supervise and monitor your firm's transition to the new contract.

7.1.5 Backup Staff

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must clearly be identified in the proposal as backup staff.

7.2 Bidder's Equipment, Materials and Supplies

The bidder should provide a list showing item name, manufacturer make/brand, model number and proposed use on this contract of all equipment, materials and supplies (including those listed in the RFP as required), that the bidder, in its judgment, feels will be required to successfully provide the services or other work elements as detailed in the Scope of Work of this RFP.

7.3 Bidder's Management Information

7.3.1 Management Overview

The bidder shall provide a narrative of the general approach and plans to provide the services required in the Scope of Work section of the RFP. The Contractor shall provide a plan and schedule how the customer owned garments will be cleaned.

7.3.2 Contract Management

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with UMDNJ, including, but not limited to, status meetings, status reports, etc.

7.3.3 Contract Schedule

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable items(s) to be submitted as evidence of completion of each task and/or subtask.

7.4 Listing of Potential Problems

The bidder should include a summary of any areas it anticipates encountering in implementing or providing the services or other work elements as detailed in the Scope of Work of this RFP. The bidder should list problems, which the bidder, in its judgment, feels may become problems. It is important for the bidder to convince the University of its understanding of, and ability to solve, these problem areas.

1. List Potential Problem.
2. Show in a brief narrative that you understand the cause and substance of the potential problem. Be specific.
3. Give a specific recommendation on how to address and solve the problem.

7.5 Contact Information

7.5.1 The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include Name of the individual to contact, telephone and fax number and e-mail address.

7.5.2 The bidder should list the name of the individual that may be contacted at all times if service or information is required from the contractor by the University.

7.5.3 The bidder should list the name, address and telephone number of the insurance firm from which it intends to purchase the insurance required for this contract, and a person to contact at this firm. Name of individual at the insurance company, telephone and fax number and e-mail address that the University may contact to verify this information:

7.6 Bidder's Organizational Chart

The bidder should provide, using this page, an organizational chart that shows the bidding firm's entire organizational structure. The chart should include actual names and titles. The purpose of this organizational chart is to show the University how the bidder's contract management and on-site supervisors proposed for this contract fit into the overall organizational structure.

7.7 Project Organization Chart

The bidder should provide, using this page, an organizational chart showing the bidder's organization for this term contract alone. The term contract organization chart should show the bidder's management and on-site supervisor(s) assigned directly to this contract. Show individuals with their names and titles. If subcontractors are proposed, show the subcontractor's management and supervisory personnel with name and titles.

7.8 Listing of Bidder's Management and Supervisory Personnel

The bidder should provide a complete list of all contract management and on-site supervisory personnel to be assigned to this contract by the bidder. The bidder should also include subcontractor personnel, if applicable. This list should identify the position/title of each individual assigned and provide a summary of each individual's function and role in the contract.

Detailed résumés should be submitted for all management, supervisory and key personnel to be assigned to the contract. Résumés should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Résumés should clearly identify previous experience in completing similar contracts. Beginning and ending dates should be given for each similar contract. A description of the contracts should be given and should demonstrate how the individual's work on the completed contract related to the individual's ability to contribute to the successfully providing the services required by this RFP.

With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and telephone number.

7.9 References of Firm

The bidder should provide a list of current references that clearly demonstrate the bidder's proven capabilities in performing services on contracts of similar size and scope to those required by this RFP.

Emphasis should be placed on contracts that are similar in size and scope to those required by this RFP. A description of all such contracts should include and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide the contact person's name, title, phone number, e-mail address, and address. Beginning and ending dates should also be given for each contract.

7.10 Listing of all Contracts Lost in Last Three (3) Years

The bidder should provide a complete list of all contracts the bidder has lost or has had terminated during the last three (3) years, along with the reason why each one was lost or terminated. Include the name of a contact person and phone number for each contract lost or terminated.

7.11 Subcontractor Data Information

If the bidder is proposing to use subcontractors, the bidder must provide the subcontractor's name, address, contact person, telephone number and e-mail address with your bid submission. Also, include the work that will be performed by the subcontractor, list previous experience in performing similar services to those required by this RFP. Provide references for the subcontractor including contact person, telephone number and e-mail address.

NOTE: If there is more than one (1) subcontractor, bidders should submit the following data for each subcontracting firm. It is suggested that bidders make blank copies of this section and complete a copy for each subcontractor.

7.12 Bidder's Financial Capacity

The bidder should provide proof of the firm's financial capacity and capabilities to undertake and successfully provide services required under this contract. A financial statement for the most recent fiscal year or bank reference is acceptable. The University reserves the right to check and evaluate the firm's financial capacity and capability by any means deemed appropriate. The submission of this information with the bid is desired by the University, but is not mandatory. However, if a bidder chooses not to include this information with its bid, this information may be requested from the bidder during the evaluation process. If the bidder is requested to submit this information during the evaluation process, the bidder will be required to submit it, and failure to do so will be cause for finding the bid non-responsive. Attach information to this form.

8.0 PRICE SHEET AND SUPPORTING DETAIL

UMDNJ Garments Used for Approximately 6374 Employees

Garment Description	Spec #	U/M	Year 1 Unit Cost	Year 2 Unit Cost	Year 3 Unit Cost
Shirt Work SS Angelica Style	3.10.1	EA	\$_____	\$_____	\$_____
Scrub Top Angelica Style # 814 NLN	3.10.2	EA	\$_____	\$_____	\$_____
Scrub Pant Angelica Style # 854 NHN	3.10.3	EA	\$_____	\$_____	\$_____
Shirt Work LS Angelica Style # 82917	3.10.4	EA	\$_____	\$_____	\$_____
Pants Work Angelica Style # 85500	3.10.5	EA	\$_____	\$_____	\$_____
Pants Work Women's Angelica Style # 88803	3.10.6	EA	\$_____	\$_____	\$_____
Tunic Top Women's Angelica Style # 89011	3.10.7	EA	\$_____	\$_____	\$_____
Frock Men's Angelica Style # 87008	3.10.8	EA	\$_____	\$_____	\$_____
Smock Women's Angelica Style # 88010	3.10.9	EA	\$_____	\$_____	\$_____
Blouse Industrial Women's Angelica Style # 88804	3.10.10	EA	\$_____	\$_____	\$_____
Dress Princess Line Angelica Style # 88001	3.10.11	EA	\$_____	\$_____	\$_____
Shirt Work Men's	3.10.12	EA	\$_____	\$_____	\$_____
Pants Work Men's	3.10.13	EA	\$_____	\$_____	\$_____

Request for Proposal: Uniforms and Scrub Rental and Cleaning Services (RFP #P11-031)

Garment Description	Spec # U/M	Year 1 Unit Cost	Year 2 Unit Cost	Year 3 Unit Cost
Coat Lab 44"	3.10.14 EA	\$_____	\$_____	\$_____
Coat Master Chef Angelica Style Chef Designs # KC82	3.10.16 EA	\$_____	\$_____	\$_____
Coat Chef Traditional Angelica Style Chef Designs # KT76	3.10.17 EA	\$_____	\$_____	\$_____
Shirt Cook V-Style Angelica Style Chef Designs # SP18	3.10.18 EA	\$_____	\$_____	\$_____
Shirt Cook Shirt Angelica Style Chef Designs # SP04	3.10.19 EA	\$_____	\$_____	\$_____
Pant Cotton Baggy Chef Angelica Style Chef Designs # PC54	3.10.20 EA	\$_____	\$_____	\$_____
Apron Bib Full Length Angelica Style Chef Designs # TT30	3.10.21 EA	\$_____	\$_____	\$_____
Apron Bistro Angelica Style Chef Designs # TT34	3.10.22 EA	\$_____	\$_____	\$_____
Apron Bib Short Angelica Style Chef Designs # TT32	3.10.23 EA	\$_____	\$_____	\$_____
Apron Bib Waist Angelica Style Chef Designs # TT46	3.10.24 EA	\$_____	\$_____	\$_____
Hat Chef Angelica Style Chef Designs # TT46	3.10.25 EA	\$_____	\$_____	\$_____
Cap Skull Angelica Style Chef Designs # HP70	3.10.26 EA	\$_____	\$_____	\$_____
Shirt Oxford Men's Angelica Style Superior Uniform Group # 64410	3.10.27 EA	\$_____	\$_____	\$_____
Shirt Oxford Women's Angelica Style Superior Uniform Group # 64430	3.10.27 EA	\$_____	\$_____	\$_____

Garment Description	Spec #	U/M	Year 1 Unit Cost	Year 2 Unit Cost	Year 3 Unit Cost
Shirt Dress Metro Men's Angelica Style Superior Uniform Group # 41064	3.10.28	EA	\$_____	\$_____	\$_____
Shirt Dress Metro Women's Angelica Style Superior Uniform Group # 41066	3.10.28	EA	\$_____	\$_____	\$_____
Blouse Women's	3.10.29	EA	\$_____	\$_____	\$_____
Blazer Men's Angelica Style Superior Uniform Group # 28204	3.10.30	EA	\$_____	\$_____	\$_____
Blazer Men's Angelica Style Superior Uniform Group # 20604	3.10.30	EA	\$_____	\$_____	\$_____
Vest Tunic Ladies Angelica Style Superior Uniform Group # 27101	3.10.31	EA	\$_____	\$_____	\$_____
Vest Men's Angelica Style Superior Uniform Group # 66242	3.10.32	EA	\$_____	\$_____	\$_____
Pants Plan Front Dress Men's	3.10.33	EA	\$_____	\$_____	\$_____
Pants Plan Front Dress Women's	3.10.33	EA	\$_____	\$_____	\$_____
Pants Pleated Dress Men's Angelica Style Superior Uniform Group # 64236	3.10.34	EA	\$_____	\$_____	\$_____
Pants Pleated Dress Women's Angelica Style Superior Uniform Group # 62206	3.10.34	EA	\$_____	\$_____	\$_____
Pants Pleated Dress Men's Angelica Style Superior Uniform Group # 21617	3.10.35	EA	\$_____	\$_____	\$_____

Garment Description	Spec #	U/M	Year 1 Unit Cost	Year 2 Unit Cost	Year 3 Unit Cost
Pants Pleated Dress Women's Angelica Style Superior Uniform Group # 20527	3.10.35	EA	\$_____	\$_____	\$_____
Skirt Women's Angelica Style Superior Uniform Group	3.10.36	EA	\$_____	\$_____	\$_____
Warm Up Jacket Men's Angelica Style Superior Uniform Group	3.10.37	EA	\$_____	\$_____	\$_____
Warm Up Jacket Women's Angelica Style Superior Uniform Group	3.10.37	EA	\$_____	\$_____	\$_____
Coveralls Angelica Style Superior Uniform Group	3.10.38	EA	\$_____	\$_____	\$_____
Shirt Polo Knit Men's Angelica Style Superior Uniform Group	3.10.39	EA	\$_____	\$_____	\$_____
Shirt Polo Knit Women's Angelica Style Superior Uniform Group	3.10.39	EA	\$_____	\$_____	\$_____
Shirt Polo Blended Men's Angelica Style Superior Uniform Group	3.10.40	EA	\$_____	\$_____	\$_____
Shirt Polo Blended Women's Angelica Style Superior Uniform Group	3.10.40	EA	\$_____	\$_____	\$_____
Coat Lapel Angelica Style Superior Uniform Group	3.10.41	EA	\$_____	\$_____	\$_____
Customer Owned Garments: embroidery cost		EA	\$_____	\$_____	\$_____
Customer Owned Garments: cleaning cost		EA	\$_____	\$_____	\$_____

A sample of each uniform MUST be included with the bid package.

Linen Rental Distribution Services for UMDNJ-The University Hospital

PROPOSAL #P11-031

PLEASE COMPLETE AND SUBMIT THIS FORM AS YOUR COST PROPOSAL. THE COST MUST INCLUDE TOTAL, ALL-INCLUSIVE COST FOR THE UNIFORMS AND SCRUB RENTAL AND CLEANING AND MANAGEMENT SERVICES, INCLUDING TRAVEL COSTS AND RELATED EXPENSES:

8.1 PRICE SHEET AND SUPPORTING DETAIL	First Year	Second Year	Third Year
On-Site Management Services – Monthly cost:	\$	\$	\$

Pricing for the optional year periods will remain the same as the final year of the original contract term.

BIDDER'S NAME: _____

9.0 REQUIRED FORMS

- Ownership Disclosure Form - attached
- MacBride Principle Certification - attached
- Business Associate Agreement – attached
- Affirmative Action Employee Information can be found online at:
http://www.umdny.edu/purchweb/words_download/Form%20AA%20_302%20.pdf
http://www.umdny.edu/purchweb/words_download/AA302_instructions.pdf
- Two Year PL 51/Executive Order 117 Vendor Certification Form
<http://www.umdny.edu/purchweb/vendors/index.htm>
- The business registration form (Form NJ-REG) can be found online at:
<http://www.state.nj.us/treasury/purchase/busreg.htm>

OWNERSHIP DISCLOSURE FORM

Name of Firm: _____

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

Name	Home Address	Date of Birth	Office Held	Ownership Interest
_____	_____	_____	_____	_____

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on any attached sheet. If there are no owners with 10% or more interest in your firm, enter "None" below. Complete the certification at the bottom of this form. If this form has previously been submitted to the UMDNJ, Purchasing Department in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

Name	Home Address	Date of Birth	Office Held	Ownership Interest
_____	_____	_____	_____	_____

COMPLETE ALL QUESTIONS BELOW

Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes complete and attach a separate disclosure form reflecting previous ownership interests.) Yes _____ No _____

Has any person listed in this form or its attachments ever been arrested, charged, indicted, plead guilty or been convicted in a criminal or disorderly persons matter by the State of New Jersey, any other Political subdivision state or the U.S. Government? (If yes, attach a detailed explanation for each instance.) Yes _____ No _____

Has any person or entity listed in this form or its attachments ever been excluded suspended, debarred or otherwise declared ineligible by any agency of government from bidding or Contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.) Yes _____ No _____

Are there now any criminal matters, suspension or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.) Yes _____ No _____

Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attach a detailed explanation for each instance.) Yes _____ No _____

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

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

Date: _____	_____ Signature
	_____ Name
	_____ Title

FEIN # _____

Request for Proposal: Uniforms and Scrub Rental and Cleaning Services (RFP #P11-031)

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

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

I certify, pursuant to N.J.S.A. 52:34-12-2, that the entity for which I am authorized to bid:

_____ has not ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories or similar facilities, either directly or indirectly through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

_____ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

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

Signature of Bidder

Dated: _____

Print or Type Name

Title

PBMACB 12/95

**This Business Associate Agreement
Is Related To and a Part of the Following
Underlying Agreement:** RFP #P11-031 _
Uniform and Scrub Rental and Cleaning and
Management for UMDNJ

Effective Date of Underlying Agreement: _____
School/Unit: _____
Vendor: _____

Business Associate Agreement

This Business Associate Agreement (“BAA”) is entered into between The University of Medicine and Dentistry of New Jersey – Human Resource Department (“**UMDNJ**”), a body corporate and politic of the State of New Jersey having its principal administrative offices at 65 Bergen Street, Newark, New Jersey 07107 (hereinafter referred to as “**Covered Entity**”) and

[Name and Address of Contracting Party] (hereinafter referred to as “**Business Associate**”) (the “**Covered Entity**” and “**Business Associate**” hereinafter collectively referred to as the “**Parties**”). Any conflict between the terms of this BAA and the Underlying Agreement between the Parties shall be governed by the terms of this BAA.

WHEREAS, in connection with the Underlying Agreement the Business Associate provides services to Covered Entity and Covered Entity discloses to Business Associate certain Protected Health Information that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009) (the “**HITECH Act**”), and regulations promulgated by the U.S. Department of Health and Human Services (the “**HHS**”) (hereinafter the “**HIPAA Regulations**” and the “**HITECH Regulations**,” respectively) and/or applicable state and/or local laws and regulations; and

WHEREAS, for good and lawful consideration and with acknowledgment of the mutual promises, set forth in the Underlying Agreement and herein, the Parties, intending to be legally bound, hereby agree as follows:

I. Definitions¹

A. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information (“PHI”) which compromises the security or privacy of such information in violation of HIPAA, the HITECH Act, the HIPAA Regulations, and/or the

¹ An expanded definition of the following terms as well as the definition of other relevant terms are available on UMDNJ’s website at <http://www.umdj.edu/purchweb/vendors/index.htm> . Terms used in this Business Associate Agreement but not otherwise defined shall have the meaning ascribed to those terms in HIPAA, the HITECH Act, and any current and future regulations promulgated under HIPAA and/or the HITECH Act. See 45 C.F.R. 160.103, 164.402 and 164.501.

HITECH Regulations, except where a good faith belief exists that unauthorized persons to whom such information is disclosed would not reasonably have been able to retain such information. The term “**Breach**” does not include:

1. Any unintentional acquisition, access, or use of PHI by an employee or person acting under the authority of a Covered Entity or Business Associate if:
 - a. Such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or person, respectively, with the Covered Entity or Business Associate; and
 - b. Does not result in further unauthorized use or disclosure; or
2. Any inadvertent disclosure by a person who is otherwise authorized to access PHI at a Covered Entity or Business Associate to another, similarly authorized person at the same Covered Entity, Business Associate or organized health care arrangement in which the Covered Entity participates and such information received as a result of such disclosure is not further used or disclosed in an impermissible manner.

B. Business Associate means a service provider that receives PHI from, or creates or maintains PHI on behalf of, a Covered Entity including, but not limited to, claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefits management, practice management, reprising, transcription, legal, actuarial, accounting, consulting, data aggregation, administrative, accreditation or financial services, and vendors that offer personal health records to patients as part of a Covered Entity’s electronic health record, where the service or function involves the use or disclosure of individually identifiable health information from the Covered Entity or from another Business Associate of the Covered Entity. A Business Associate excludes, among others, employees of Covered Entities.

C. Covered Entities include (i) health care providers that transmit patient health information electronically in connection with a covered transaction, (ii) health plans (including employer-sponsored employee welfare benefit plans and self-insured employer-offered health plans), and (iii) health care clearinghouses.

D. Data Aggregation means, with respect to PHI created or received by a Business Associate, the combining of PHI received by a Business Associate in its capacity as a Business Associate for more than one Covered Entity to permit data analyses that relate to the health care operations of the respective Covered Entities.

E. Designated Record Set means any grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a Covered Entity that is (i) medical records and billing records about individuals, and/or (ii) enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, used, in whole or in part, by or for the Covered Entity, to make decisions about individuals.

F. **Electronic Protected Health Information (“Electronic PHI”)** means PHI that is transmitted by or maintained in electronic media.

G. **Individual** means the person who is the subject of PHI and includes a person who qualifies as a personal representative (45 C.F.R. 164.502(g)).

H. **Protected Health Information (“PHI”)** means physical and/or mental health and demographic information collected from an individual and created or received by a Covered Entity and/or Business Associate that identifies or could reasonably identify an individual (*i.e.*, is “individually identifiable”) and is held or transmitted in any form including electronic media. PHI excludes educational records and employment records held by a Covered Entity as an employer (45 C.F.R. 164.501).

I. **Required By Law** means that Covered Entities may use and disclose PHI without individual authorization as required by law (including by statute, regulation, or court orders) in accordance with the requirements in 45 C.F.R. 164.512(c), (e) or (f).

J. **Unsecured PHI** means PHI not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary of HHS.

II. **Permitted Uses and Disclosures of PHI by Business Associate**

A. Except as otherwise limited in this BAA, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such uses and/or further disclosures (i) do not violate the requirements of HIPAA’s Business Associate contract standard at 45 C.F.R. 164.504(e)(1) and/or the HITECH Act, if done by the Covered Entity, (ii) are the minimum necessary PHI to accomplish the intended purpose, or (iii) are Required By Law.

B. Except as otherwise limited in this BAA, Business Associate may use or disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate, provided, however, that any such uses or disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that (i) the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (ii) the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

C. Except as otherwise limited in this BAA, Business Associate may use PHI to provide Data Aggregation services to Covered Entity (42 C.F.R. 164.504(e)(2)(i)(B)).

D. Business Associate may use PHI to report violations of law to appropriate federal and state authorities as permitted under HIPAA and/or other federal and state laws. (45 C.F.R. 164.502(j) (1)).

III. Duties and Obligations of Business Associate Related to PHI

A. Business Associate shall not use or disclose PHI other than as permitted or required by the Underlying Agreement, this BAA, and/or as Required By Law. Business Associate shall immediately notify Covered Entity of any use or disclosure of PHI in violation of this BAA.

B. Business Associate shall use and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI and/or Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

C. Business Associate shall notify, in writing, the Covered Entity when the Business Associate discovers a Breach of Unsecured PHI. A Breach is deemed to have been discovered by a Business Associate as of the first day on which Business Associate (by its employee, officer, or other agent) knows or would have known of such Breach by exercising reasonable diligence. Business Associate's notification to Covered Entity (i.e., UMDNJ) shall:

1. Be made to the Covered Entity without unreasonable delay and in no event later than ten (10) days following the discovery of a breach, except in the case of a Business Associate that is an agent of the Covered Entity, in which case the Business Associate must provide the Covered Entity with immediate notification of the breach, except where law enforcement officials determine that a notification would impede a criminal investigation or cause damage to national security. Unless the language in the underlying agreement between the parties indicates that a Business Associate is an independent contractor, then the Business Associate shall be considered an agent of UMDNJ for purposes of breach notification.

2. To the extent possible, provide the identity of each Individual whose Unsecured PHI was, or is reasonably believed to have been, Breached, and any other information that the Covered Entity is required to include in the notice to affected Individuals under 45 C.F.R. 164.404(c), either at the time of notice of Breach to the Covered Entity or as promptly thereafter as information becomes available. Include information in substantially the same form as the "Notification To the Covered Entity About A Breach of Unsecured Protected Health Information" available to Business Associates at UMDNJ's website at http://www.umdj.edu/hipaaweb/BN/NOTICATION_TO_THE_COVERED_ENTITY.pdf.

D. Business Associate is subject to the same legal requirements to cure, terminate or report violations to the Secretary of HHS under the same duty and in the same manner as Covered Entity.

E. Business Associate shall mitigate, to the extent practicable, any harmful effect known to it resulting from an unauthorized use or disclosure of PHI or Breach of Unsecured PHI.

F. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI (i) received from, or (ii) created or received by Business Associate on behalf of, a Covered Entity agrees, in writing, to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI.

G. Business Associate (i) shall provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI and, (ii) to the extent applicable, shall provide access for inspection and copying of PHI in a Designated Record Set at reasonable times at the request of Covered Entity or, as directed by Covered Entity, to an Individual (45 C.F.R. 164.524). If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act. (42 U.S.C. §17935(e)).

H. Business Associate shall, upon request with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI provided to it by Covered Entity.

I. Business Associate agrees to use, disclose and request (i) only the minimum necessary PHI, as defined by law, and (ii) to the extent practicable, only the limited data set of PHI excluding direct identifiers, as defined in 45 C.F.R. 164.514(e)(2).

J. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI (45 C.F.R. 164.528). Should a Covered Entity or an Individual request an accounting of disclosures of PHI pursuant to 45 C.F.R. 164.528, Business Associate agrees to promptly provide Covered Entity with information in a format and manner sufficient to respond no later than sixty (60) days after receipt of such request, subject to specific statutory exceptions.

K. Business Associate shall make its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to Covered Entity at the request of Covered Entity, or the Secretary of HHS, for purposes of the Secretary determining Covered Entity's compliance with HIPAA and/or the HITECH Act in the time, manner and place designated by the Covered Entity and/or the Secretary.

L. To the extent applicable, Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to, no later than sixty (60) days after receipt of such request from a Covered Entity or Individual.

M. Business Associate agrees to abide by the limitations on marketing communications to Individuals regarding the purchase and use of products or services set forth in the HITECH Act and the HITECH Regulations.

N. Business Associate agrees and acknowledges that the administrative rules governing, and the civil and criminal penalties for violating, HIPAA, the HITECH Act, the HIPAA Regulations and the HITECH Regulations, apply to it in the same manner as they apply to Covered Entity, as more fully set forth at UMDNJ's website at <http://www.umdj.edu/complweb/policies/index.htm>.

IV. **Term and Termination**

A. **Term.** The term of this BAA shall be effective as of the effective date of the Underlying Agreement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section IV.

B. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

1. Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this BAA and the Underlying Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
2. Immediately terminate this BAA and/or the Underlying Agreement if Business Associate has breached a material term of this BAA and cure is not possible; or
3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of HHS.

C. **Effect of Termination.**

1. (a) Except as provided in paragraph C.2 of this Section, upon termination of this BAA, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.

(b) Except as provided in paragraph C.2 of this Section, if Covered Entity, in its sole discretion, requires that Business Associate destroy any or all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, either due to the termination of this BAA or otherwise, Business Associate shall certify, in writing, to Covered Entity that the PHI has been destroyed and rendered indecipherable, pursuant to HIPAA and the HITECH Act. This provision also shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible within thirty (30) calendar days of such request. In such case, Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. This provision also shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

3. Should the Business Associate make a disclosure of PHI in violation of this BAA, Covered Entity shall have the right to immediately terminate any contract, other than this BAA, then in force between the Parties, including the Underlying Agreement.

4. The provisions of this Section IV.C, shall survive the termination of this BAA and the Underlying Agreement for any reason.

V. Remedies In Event of Breach

A. Business Associate agrees and acknowledges that irreparable harm will result to Covered Entity, and to its business, in the event of breach by Business Associate of any covenants, duties, obligations and assurances in this BAA and further agrees that remedy at law for any such breach shall be inadequate and that damages resulting there from are not susceptible to being measured in monetary terms. In the event of any such breach or threatened breach by Business Associate, Covered Entity shall be entitled to (i) immediately enjoin and restrain Business Associate from any continuing violations and (ii) reimbursement for reasonable attorneys' fees, costs and expenses incurred as a proximate result of the breach. The remedies in this Section V shall be in addition to any action for damages and/or other remedy available to Covered Entity for such breach.

B. Business Associate shall indemnify and hold Covered Entity, its directors, officers, employees and agents harmless from any and all liabilities, damages, reasonable attorneys' fees, costs and expenses incurred by Covered Entity as a result of a breach of this BAA caused by Business Associate's actions or inactions and/or those of its employees and agents.

C. Business Associate agrees and acknowledges that the provisions of this BAA shall be strictly construed.

VI. Miscellaneous

A. **Independent Contractor.** None of the provisions of this BAA and/or the Underlying Agreement are intended to create nor shall be deemed or construed to have created any relationship between the Parties other than that of independent entities contracting with each other unless otherwise explicitly stated in this BAA or the Underlying Agreement.

B. Detrimental Reliance By Covered Entity. Business Associate agrees and acknowledges that its covenants, duties, obligations and assurances herein shall be detrimentally relied upon by Covered Entity in choosing to commence or continue a business relationship with Business Associate. Covered Entity shall not be liable to Business Associate for any claim, loss, or damage relating to Business Associate's use or disclosure of any information received from Covered Entity or from any other source.

C. Regulatory References. Any reference herein to law means the law as in effect or as amended.

D. Construction. The BAA shall be construed broadly and any ambiguity shall be resolved in favor of a meaning that complies and is consistent with applicable law.

E. Severability. In the event that any provision of this BAA violates any applicable statute, ordinance or rule of law in any jurisdiction that governs this BAA, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this BAA.

F. Authority. The signatories below have the right and authority to execute this BAA for their respective entities and no further approvals are necessary to create a binding agreement.

G. Covered Entity's Notices To Business Associate. Covered Entity's Notices to Business Associate are available on UMDNJ's website at http://www.umdj.edu/hipaaweb/privacy/privacy_NPPUMDNJ03.htm. Such Notices include, but are not limited to, (i) any limitations in the Covered Entity's Notices of Privacy Practices that may affect the Business Associate, (ii) any changes in, or revocation of, permission by an Individual to use or disclose PHI, or (iii) any restriction in the use or disclosure of PHI that Covered Entity has agreed to.

H. Compliance With State Law. Business Associate agrees and acknowledges that as the holder of individually identifiable health information it is subject to New Jersey law. In the event of any conflict between federal health care laws and New Jersey law, the Business Associate shall comply with the more restrictive provision.

I. Conflict Among Contracts. Should there be conflict between the terms of this BAA and any other contract between the Parties (either previous or subsequent to the date of this BAA), the terms of this BAA shall control unless the Parties, in a subsequent writing, specifically otherwise provide.

J. Modification. This BAA may only be modified by a writing signed by the Parties. The Parties agree to take such action subsequent to this BAA as necessary to amend the BAA from time to time as necessary for the Parties to comply with the requirements of any applicable law.

K. Notices to Parties. Any notice required under this BAA to be given shall be made in writing to:

To The Covered Entity:

University of Medicine and
Dentistry of New Jersey
University Heights
65 Bergen Street, Suite 1419
Newark, New Jersey 07107-3001

Telephone: _____

E-Mail: _____

To The Business Associate:

Name/Title: _____

Address: _____

Telephone: _____

E-Mail: _____

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement the day and year first written below.

By: UNIVERSITY OF MEDICINE
AND DENTISTRY OF NEW JERSEY
[COVERED ENTITY]

By: [BUSINESS ASSOCIATE]

Approved: _____

Approved: _____

Title: Denise Mulkern
Senior Vice President for Finance

Title: _____

Date: _____

Date: _____

*Version 1
2009-2010*

EXHIBIT A

UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY **STANDARD TERMS AND CONDITIONS**

Section A: Terms and Conditions Governing All Contracts

1.0 REFERENCE TO LAWS

The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

1.1 Compliance – Laws

The Contractor must comply with all local, state, and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

1.2 Compliance – State Laws

It is agreed and understood that any orders placed 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.

This contract is subject to the New Jersey Contractual Liability Act N.J.S.A. 59:13-1, et seq. and the New Jersey Tort Claims Act N.J.S.A. 59: 1-1, et seq.

1.3 Compliance – Codes

The Contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building Code, OSHA and all applicable codes for this requirement. The Contractor will be responsible for securing and paying all necessary permits, where applicable.

1.4 Compliance Obligations

Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. §1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement.

Contractor has received a copy of UMDNJ's Code of Conduct and UMDNJ's Stark Law and Anti-Kickback Statute Policies and Procedures. UMDNJ's Code of Conduct is available at <http://www.umdny.edu/complweb/code/conduct.pdf>. UMDNJ's Stark Law and Anti-Kickback Statute Policies and Procedures are available at the following web addresses: http://www.umdny.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_05.pdf; http://www.umdny.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_10.pdf; and,

http://www.umdnj.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_15.pdf.

Each party shall ensure that its individuals providing service under the agreement who meet the definition of "Covered Persons" (as such term is defined in the "Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and the University of Medicine and Dentistry of New Jersey" available at <http://www.umdnj.edu/presweb/president/UMDNJ-CIA.pdf>) shall comply with UMDNJ's Compliance Program, including the training related to the Anti-Kickback Statute and the Stark Law.

1.5 Anti-Discrimination

The Contractor or Subcontractor agrees to comply with the laws and regulations pursuant to the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., the Civil Rights Act of 1964, Title VII, 42 U.S.C.A. S200e et seq., the Age Discrimination in Employment Act, 29 U.S.C.A. S621 et seq., the Americans with Disabilities Act, 42 U.S.C.A. S12101 et seq., and all other laws guaranteeing equal employment.

1.6 The Worker and Community Right to Know Act

The provisions of N.J.S.A. 34:5A-1 et seq. which requires the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to UMDNJ must be labeled by the Contractor in compliance with the provisions of the Act.

1.7 Notice to All State Vendors of Set-Off for State Tax

Please be advised that pursuant to N.J.S.A. 54:49-19, 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 project 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 so much of that payment as shall be necessary to satisfy the indebtedness. The amount of the set-off shall not allow for the deduction of any expense or other deduction 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 of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State pursuant to N.J.S.A. 52:32-32 et seq.) to the taxpayer shall be stayed.

1.8 Corporate Authority

All New Jersey corporations must obtain a Certificate of Incorporation from the Department of the Treasury, Division of Revenue, prior to conducting business in the State of New Jersey.

1.9 Prevailing Wage Act

The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made part of every contract entered into on behalf of UMDNJ through the Department of Purchasing Services, except those contracts which are not within the contemplation of the Act. The contractor guarantees that neither it nor any subcontractors it might employ to perform work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor, for violation of the provisions of the Prevailing Wage Act.

1.10 Ownership Disclosure

All contractors are required to submit an Ownership Disclosure Form. Refer to N.J.S.A. 52:25-24.2.

2.0 PRECEDENCE OF STANDARD TERMS AND CONDITIONS

All of UMDNJ's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the solicitation document, whether stated in part, in summary, or by reference. In the event the contractor's terms and conditions conflict with UMDNJ's, UMDNJ's terms and conditions will prevail, unless the contractor is notified in writing of UMDNJ's acceptance of the contractor's terms and conditions.

3.0 INDEPENDENT STATUS OF CONTRACTOR

If awarded a contract or purchase agreement, the Contractor's status shall be that of an independent principal and not as an employee of UMDNJ.

3.1 Subcontracting or Assignment

The contract may not be subcontracted or assigned by the Contractor, in whole or in part, without the prior written consent of the Executive Director of Materials Management. Such consent, if granted, shall not relieve the Contractor of any of its responsibility under the contract. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and UMDNJ.

3.2 Mergers and Acquisitions

If the Contractor shall merge with, or be acquired by, another firm, the following documents must be submitted to the Executive Director of Materials Management:

(a) Corporate resolutions prepared by the awarded Contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; and,

(b) Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to the provisions of these Standard Terms and Conditions.

If the Contractor's partnership or corporation shall dissolve, the Executive Director of Materials Management must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Executive 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 will be made until all parties to the dissolved partnership or corporation submit the required documents to the Executive Director.

4.0 LIABILITIES

4.1 Liability – Copyright

The Contractor shall hold and save UMDNJ, its officers, agents, servants and employees, harmless from liability of any nature or kind for, or on account of, the use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

4.2 Indemnification

The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless UMDNJ and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and cost and expenses in connection therewith on account of the loss of life, property, or injury or damage to the person, body of property of any person or persons whatsoever including UMDNJ, its agents, servants or employees, which shall arise from or result directly or indirectly from the services and/or materials supplied under this contract and all fines, penalties and loss incurred, for or by the reason of the violation of any city or borough ordinance, regulation or laws of the State of New Jersey, or the United States, while said work is in progress. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement. This agreement shall be subject to all the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and all other laws applicable to the parties involved.

4.3 Insurance

The Contractor shall assume all responsibility for its actions and those of anyone else working for it while engaged in any activity connected with this contract. The Contractor shall carry sufficient insurance to protect it and UMDNJ from any property damage or bodily injury claims arising out of the contracted work. Evidence of current insurance coverage shall be provided in the form of a Certificate of Insurance, which shall be submitted no later than ten (10) days after receipt of notice of intent to award contract. The Certificate of Insurance should include the solicitation identification number and title of the solicitation.

In order to prevent any unnecessary delay, bidders may submit evidence of required insurance with their bid.

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

- **Commercial General Liability Insurance** - including contractual liability endorsement, subject to primary limits of coverage of not less than \$1,000,000 per occurrence/\$1,000,000 annual aggregate. If applicable, XCU coverage may be required;
- **Automobile Liability Insurance** – covering owned, non-owned and hired vehicles with not less than \$1,000,000 for bodily injury and property damage;
- **Excess Liability Insurance** - subject to an additional limit of liability of not less than \$1,000,000 per occurrence/\$1,000,000 aggregate excess of the primary policy;
- **Workers' Compensation Insurance** - statutory coverage and including employers liability coverage of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate;
- **Additional Insured** - UMDNJ to be named as additional insured ATIMA with respect to Commercial General, Automobile and Excess Liability Insurance provided by contractor pursuant to this proposal/contract;
- **Errors and Omissions Liability insurance** - with limits of \$1million/\$1million; UMDNJ to be named as additional insured ATIMA with respect to services provided by contractor pursuant to this proposal contract. If applicable, this insurance may be required.
- All insurers affording coverage are to be licensed to conduct the business of insurance within the State of New Jersey and to be rated not less than A- by Bests Insurance Rating Service.
- UMDNJ is to be named as certificate holder with respect to all afore-mentioned insurance coverages.
- **Liability Insurance MUST remain in effect for the duration of the Contract, including any extensions, and for ninety (90) days following termination of all work.**

No contract will be issued to the successful bidder until such time as the Contractor has supplied UMDNJ with a Certificate of Insurance verifying the above-indicated coverage. The Contractor is not authorized to begin service until UMDNJ is in receipt of said certificate.

5.0 CONTRACT TERMS

5.1 Termination of Contract

5.1.1 Change of Circumstances

Where circumstances and/or the needs of UMDNJ significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Executive Director of Materials Management may terminate a contract entered into as a result of the solicitation document, upon no less than 30 days notice to the Contractor with an opportunity to respond.

In the event of such termination, the Contractor shall furnish to UMDNJ, free of charge, such reports as may be required.

5.1.2 For Cause

Where a Contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Executive Director of Materials Management may terminate the contract upon 10 days notice to the Contractor with an opportunity to respond.

Where a Contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping, etc., so that the Executive Director of Materials Management is repeatedly required to use the complaints procedure in N.J.A.C. 17:12 4.2 et seq. the Executive Director may terminate the contract upon ten (10) days notice to the Contractor with an opportunity to respond.

In cases of emergency the Executive Director of Materials Management may shorten the time periods of notification and may dispense with an opportunity to respond.

In the event of termination under this section, the Contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.2 Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment covered by this contract and agrees to deliver same free from any claim, liens, or charges, and agrees further that neither he nor any other person, firm or corporation shall have any right to lien upon said materials, supplies and equipment.

5.3 Title and Risk of Loss

Unless this contract specifically provides for earlier passage of title and/or risk of loss, title to supplies covered by this contract shall pass to the UMDNJ upon formal acceptance, regardless of when or where UMDNJ takes physical possession.

The risk of loss or damage to supplies which so fail to conform to the contract as to give a right of rejection shall remain with the Contractor until cured or until accepted by UMDNJ.

5.4 Increased or Decreased Quantity

UMDNJ may increase or decrease the quantity of supplies called for herein at the unit price specified in the Contractor's response proposal.

5.5 Tax Exempt Status

UMDNJ is tax exempt. N.J.S.A. 54:32b-1, et. seq., exempts the material listed in this solicitation document from New Jersey State Sales or Use Taxes.

5.6 Payment Terms

UMDNJ will issue payment for goods and services within forty-five (45) days of the receipt and acceptance of goods and services by the using department, whichever is later. Vendors shall not submit an invoice to Accounts Payable until the vendor receives a Purchase Order from UMDNJ for the goods and services. Vendors shall also not date an invoice that is before the date the Purchase Order is issued by UMDNJ.

Vendors may propose a discount for payments made before the 45 day period. UMDNJ may exercise the discretion to take advantage of such early payment terms.

5.6.1 Availability of Funds

UMDNJ's obligation to pay the Contractor is contingent upon the availability of appropriate funds from which payment for contract purposes can be made. No legal liability in the part of UMDNJ for payment of any money shall arise unless funds are made available each fiscal year to UMDNJ by the State Legislature.

5.7 Discounts

In connection with any discount offered, time will be computed from date of delivery and acceptance at the UMDNJ destination.

5.8 Performance Security

If performance security is required, the Contractor shall furnish performance security in such amount on any award of a term contract line item purchase, see N.J.A.C. 17:12-2.5. The security shall be irrevocable; binding the Contractor to provide faithful performance of the contract, and shall be in the amount listed in the solicitation document, payable to the Treasurer, UMDNJ. Acceptable forms of performance security are as follows:

(a) A properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey; or, _ (b) A certified or cashier's check drawn to the order of the Treasurer, UMDNJ; or, _ (c) An irrevocable letter of credit drawn naming the Treasurer, UMDNJ as beneficiary, issued by a federally-insured financial institution.

The performance security must be submitted to UMDNJ within thirty (30) days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of the contract for cause, pursuant to the provisions of these standard terms and conditions, as well as non-payment for work performed.

5.9 Performance Guarantee of Contractor

The Contractor hereby certifies that:

5.9.1 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 the manufacturer's recommendations and standard practice.

5.9.2 All equipment supplied to UMDNJ and operated by electrical current is UL listed where applicable.

5.9.3 All new machines are to be guaranteed as fully operational for the period stated in the solicitation document from time of written acceptance by UMDNJ. The Contractor will render prompt service without charge, regardless of geographic location.

5.9.4 Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.

5.9.5 Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a forty-eight (48) hour period or within the time accepted as industry practice.

5.9.6 During the warranty period, the Contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.

5.9.7 All services rendered to UMDNJ 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 UMDNJ is rendered.

5.10 Delivery Guarantees

Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the solicitation document.

The Contractor shall be responsible for the delivery of material in first class condition to UMDNJ under this contract, and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the solicitation document.

Mere acceptance of delivery shall not constitute acceptance on behalf of UMDNJ.

In the event delivery goods or services is not made within the number of days stipulated or under the schedule defined in the solicitation document, UMDNJ reserves the right to obtain the material or service from any available source, with the difference in price, if any, to be paid by the Contractor for its failure to meet its contractual commitments.

5.11 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. Such records shall be made available to UMDNJ upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

5.12 Auditing

UMDNJ reserves the right to audit, or cause to be audited, the Contractor's books and accounts pertaining to UMDNJ at any time during the term of the contract and for five (5) years thereafter.

5.13 Contractor Reporting

UMDNJ may request the Contractor to report, from time to time, on the number and nature of purchasing transactions being handled under this contract. This information may include, but is not limited to, the number of items purchased, the dollar value of items purchased, etc.

5.14 Computation of Time

Time, if stated as a number of days, will include weekends and holidays.

5.15 Warranty of Supplies

5.15.1 Notwithstanding inspection and acceptance by the UMDNJ of supplies under the contract or any provision of this contract concerning the conclusiveness of any provision of this contract that at time of delivery:

- _ (a) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract; and,
- _ (b) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

5.15.2 Upon written notice of any breach of warranty, UMDNJ may either:

- _ (a) By written notice require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract; or
- _ (b) Retain such supplies, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the Contractor shall promptly make appropriate repayment.

5.15.3 If the contract provides for inspection of supplies by sampling procedures, UMDNJ may, at its option, determine the quantity of supplies or parts thereof which are subject to this paragraph in accordance with such sampling procedures.

5.15.4 When return, correction or replacement is required, UMDNJ shall return the supplies and transportation charges and responsibility for such supplies while in transit shall be borne by the Contractor.

5.15.5 If the Contractor fails or refuses to correct or replace the non-conforming supplies within a period of ten (10 days) (or such longer period as UMDNJ may authorize in writing) after receipt of notice from UMDNJ specifying such failure or refusal, UMDNJ may, by contract or otherwise, correct or replace them with similar supplies and charge to the Contractor the cost occasioned to UMDNJ thereby. In addition, if the Contractor fails to furnish timely disposition instructions, UMDNJ may dispose of the non-conforming supplies for the Contractor's account in a reasonable manner, in which case UMDNJ is entitled to reimbursement from the Contractor or from the proceeds for the reasonable expenses of the care and disposition of the non-conforming supplies, as well as for excess costs incurred or to be incurred.

5.15.6 Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the extent as supplies initially delivered.

5.15.7 The word "supplies" as used herein includes related services.

5.15.8 The rights and remedies of UMDNJ provided in this clause are in addition to and do not limit any rights afforded to UMDNJ by any other clause of the contract.

5.15.9 Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

5.16 Material and Workmanship

Unless otherwise specifically provided in this contract, all equipment, material, and articles covered by this contract are to be new and of the most suitable grade for the purpose intended. The Contractor shall number all other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment, which the Contractor contemplates incorporating in the work. When required by this contract or when called for by UMDNJ, the Contractor shall furnish for approval by UMDNJ full information concerning the material or articles (including, but not limited to, items such as Material Safety Data (MSD) sheets), which the Contractor contemplates incorporating in the work. No materials will be accepted unless MSD's have been provided and the containers are labeled according to OSHA 29CFR 1910, 1200 and the New Jersey Right to Know Law. When so directed, samples shall be submitted for approval, and this shall be done at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection.

5.17 Inspection and Tests

All supplies shall be subject to inspection and test by UMDNJ.

5.18 Price Fluctuation During Contract

Unless otherwise noted by UMDNJ, all prices quoted shall be firm through issuance of a 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 decreases during the contract period, UMDNJ 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 Executive Director of Materials Management must be notified in writing of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to the provisions of these Standard Terms and Conditions.

5.19 Delivery Costs

All shipments must be made "F.O.B. Destination." Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to UMDNJ.

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

6.0 STANDARDS PROHIBITING CONFLICTS OF INTEREST

No bidder or contractor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fees commission, compensation, gift, gratuity, or other thing of value of any kind to any UMDNJ officer or employee as defined by N.J.S.A. 52:13D-13b. with which such bidder or contractor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13013i., of any such UMDNJ officer or employee, or any 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. 52:130-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any UMDNJ officer or employee from any bidder or contractor shall be reported in writing forthwith by the bidder or contractor to the Attorney General and the New Jersey Executive Commission on Ethical Standards.

No bidder or contractor 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 bidder or contractor to, any UMDNJ officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to UMDNJ 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 UMDNJ officer or employee or upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No bidder or contractor shall influence, or attempt to influence or cause to be influenced, any UMDNJ 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 bidder or contractor shall cause or influence, or attempt to cause or influence, any UMDNJ officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the bidder or contractor or any other person, bidder, contractor or corporation.

The provisions cited above shall not be construed to prohibit a UMDNJ officer or employee from receiving gifts from or contracting with bidder or contractor under the same terms and conditions as are offered or made available to members of the general public, subject to any guidelines promulgated by the New Jersey Executive Commission on Ethical Standards. UMDNJ reserves the right to take any or all of the following actions upon bidder's or contractor's violation of any of the foregoing provisions:

- _ (a) Immediate termination of this or any contract between UMDNJ, the bidder or contractor;
- _ (b) Disqualification of bidder or contractor from any future contracts, bids or requests for bid; and,
- _ (c) Any other action, at law or in equity.

Section B: Terms and Conditions Governing Bids and Proposals

1.0 APPLICABILITY OF STANDARD TERMS AND CONDITIONS

Unless the bidder is specifically instructed otherwise in the solicitation document (i.e., Request for Proposal (RFP), or Invitation for Bids (IFB)), the following terms and conditions will apply to all contracts or purchase agreements made with the University of Medicine and Dentistry of New Jersey (UMDNJ). These terms are in addition to the terms and conditions set forth in the solicitation document and should be read in conjunction with same unless the solicitation document specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any UMDNJ's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification, or exception in UMDNJ's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.

2.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

2.1 Corporate Authority

All New Jersey corporations must obtain a Certificate of Incorporation from the Department of the Treasury, Division of Revenue, prior to conducting business in the State of New Jersey.

If a bidder receiving a notice of intent to award is the proposed contract awardee and such bidder is a corporation incorporated in a state other than New Jersey, such bidder must provide either a copy of its Certificate of Authority to do business in New Jersey, issued by the New Jersey Department of the Treasury, Division of Revenue, or evidence of its application to the Division of Revenue for such Certificate of Authority, within seven (7) days of the notice of intent to award.

If a bidder awarded a contract or purchase agreement is an individual not residing in this state or a partnership organized under the laws of another state, then the bidder shall execute a power of attorney designating the State Treasurer as its true and lawful attorney to receive process in any civil actions which may arise out of the performance of this contract or agreement. This appointment of the State Treasurer shall be irrevocable and binding upon the bidder, its heirs, executors, administrators, successors or assigns. Within ten (10) days of receipt of this process, the Treasurer shall forward same to the bidder at the address designated herein.

3.0 PROPOSALS TERMS

3.1 Contract Amount

The estimated amount of the contract(s), when stated in the solicitation document, shall not be construed as either the maximum or minimum amount which UMDNJ shall be obliged to order as the result of this solicitation document or any contract entered into as a result of this solicitation document.

3.2 Director of Purchasing Service's Right of Final Bid Acceptance

The contract shall be awarded to that responsible bidder whose bid, conforming to the solicitation document, will be most advantageous to UMDNJ, price and other factors considered. Awards will not be based on any discounts offered by the bidder. The Director of Purchasing Services reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of UMDNJ to do so.

3.3 Causes for Automatic Rejection of Bids

Bids may be automatically rejected for the following reasons:

3.3.1 No signature on at least one copy of the bid;

3.3.2 Bid not received on or before the scheduled time, date specified, and place designated on the bid request form (or as amended during the procurement process via addendum);

3.3.3 Failure to attend a mandatory pre-bid conference and/or mandatory site inspection;

3.3.4 Failure to initial a price alteration. If a unit price in the bid has been altered, the bidder's initials must appear adjacent to the alteration. Examples of alterations include, but are not limited to, cross-outs and erasures, with re-entered prices. If the alteration has not been so initialed, that particular item only in the bid will be automatically rejected, except as follows: If the extended price is correct and does not contain alterations, it shall be considered the bid price. If the extended total price does not contain alterations and the altered unit price is not initialed, the extended total price is considered as the bid price. In the event of an automatic rejection of a price (or prices), when the bid contains multiple items, the remainder of the bid will be evaluated;

3.3.5 If information essential to a bid evaluation, including, but not limited to, price, terms, and product description is submitted in pencil;

3.3.6 Failure to comply with Ownership Disclosure requirements promulgated pursuant to N.J.S.A. 52:2524.2.

3.4 UMDNJ's Right to Inspect Bidder's Facilities UMDNJ reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

3.5 UMDNJ's Right to Request Further Information

The Director of Purchasing Services reserves the right to request all information which may assist in making a contract award, including factors necessary to evaluate the bidder's financial ability.

Further, the Director of Purchasing Services reserves the right to request a bidder to explain in detail how the bid price was determined. Section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 96-499) requires that providers include in contracts for services a provision allowing the Federal Government to have access to all documents and records that are needed to verify the Contractor's cost, if the value of the contract over 12 months is at least \$10,000.

3.6 Brand Name Specification

When a specification requires a particular manufacturer or brand, it indicates the quality and characteristics of the item being specified. Failure on the part of the bidder to confirm its provision of the manufacturer and/or brand specified shall be construed by UMDNJ to mean that the bidder will furnish the brand as specified. In instances where manufacturer or brand are specified, the bidder may offer the brand specified, or may offer an "equal" item, provided that the item is similar to the specified brand in all essential characteristics in terms of quality and functionality.

3.7 Samples UMDNJ reserves the right to require the bidder/Contractor to submit samples for approval. UMDNJ shall be the sole judge as to whether said materials meet its requirements. All literature and/or samples submitted in connection with this bid shall become the property of UMDNJ.

When "Samples Required" is indicated in a solicitation document, it shall be understood that all bidders shall furnish and deliver samples for each item where specified.

Sample(s) shall be delivered to UMDNJ at the time of bid submission.

Sample(s) delivered shall be tagged indicating the name of the bidder, the UMDNJ bid number, bid item number and complete description of item.

Failure to submit samples required may disqualify a bid.

3.8 Corrections

Erasures or other changes in bids must be explained or otherwise noted over signature of bidder.

3.9 Bid Security

3.9.1 Bid Security

If bid security is required, such security must be submitted with the bid in the amount listed in the solicitation document, see N.J.A.C. 17:12-2.4. Acceptable forms of bid security are as follows:

- (a) A properly executed individual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey; or,
- (b) A certified or cashier's check drawn to the order of UMDNJ; or,
- (c) An irrevocable letter of credit drawn naming the Treasurer, UMDNJ as beneficiary issued by a federally-insured financial institution.

UMDNJ will hold all bid security during the evaluation process. As soon as is practicable after completion of the evaluation, UMDNJ will:

- (a) Issue an award notice for those offers accepted by UMDNJ; and,

(b) Return all bond securities to those who have not been issued an award notice.

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

3.10 Complaints

Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant these Standard Terms and Conditions, a bidder may be bypassed for this award. See N.J.A.C. 17:12 –2.8.

3.11 Subcontracting or Assignment

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

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

4.0 TERMS RELATING TO PRICE QUOTATION

4.1 Delivery Costs

Unless otherwise noted in the solicitation document, all prices for items in bid proposals are to be submitted “F.O.B. Destination.” Proposals submitted other than “F.O.B. Destination” may not be considered. Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to UMDNJ.

“F.O.B. Destination” does not cover “spotting,” but does include delivery on the receiving platform at any destination within UMDNJ, unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the Contractor’s convenience when a single shipment is ordered. The weights and measures of UMDNJ shall govern.

4.2 C.O.D. Terms

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

Acceptance of UMDNJ Standard Terms and Conditions: Sections A & B:

Name of Firm: _____

Accepted by: _____

Name and Title: _____

Date: _____

AFFIRMATIVE ACTION DOCUMENTATION

Dear Vendor:

As a State Agency, New Jersey State Regulations N.J.A.C. 17:27 requires us to obtain documentation regarding our vendors' "Affirmative Action" status. In order for us to be in compliance and do business with your company for the procurement of goods and services, it will be necessary for you to provide only one of the following documents with your bid/proposal response.

1. A State of New Jersey "Certificate of Employee Information Report Approval," or
2. A Form AA/302 Affirmative Action Employee Information Report, or
3. A Federal letter of approval from the Department of Labor.

Please understand the importance of this request. Although you may have already submitted this information, our files must be updated annually with current employment statistics. Your noncompliance of this request may result in suspension of any future business with your company.

Sincerely,

Purchasing Services