



Request for Proposal 06-X-38516

For: Laundry Rental Service

Department of Human Services, DHS

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	02/01/06	4PM
Mandatory Pre-bid Conference (Refer to RFP Section 1.3.3 for important details about the new electronic bid option.)	Not applicable to this procurement	na
Mandatory Site Visit (Refer to RFP Section 1.3.3 for more information.)	Not applicable to this procurement	Na
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	02/17/06	2:00 PM

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

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

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

Using Agency/Agencies

Department of Human Services, DHS

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury (the "Division"), on behalf of the State of New Jersey for the Department of Human Services (DHS). The intent of This RFP is to solicit bid proposals from vendors of qualified large scale commercial laundries, experienced in the health care laundry business. The successful bidder will be responsible to provide a linen rental service, to include a three (3) day reserve supply of all linen, and its processing and transportation. In addition the successful bidder will be responsible to provide all inclusive laundry service for personal items as defined in Section 2.2 of this RFP.

The intent of this RFP is to award a three (3) year term contract to the responsible bidder whose bid proposal, conforming to this RFP is most advantageous to the State, price and other factors considered. An award shall be made to one primary vendor for all six (6) facilities listed in this RFP.

The contract resulting from this RFP shall service all facilities, and shall require the laundry processing service for personals, laundry rental/cleaning service for flats/rough. Laundry processing of personals is for those items belonging to the client (customer owned goods). The laundry rental service is for those items provided by the contractor for use of each facility, which the contractor also launders.

The successful bidder must comply with the New Jersey Department of Health and Senior Services, Division of Long Term Care Systems for Long Term Care Facilities and the published guidelines for the International Fabric Institute and the laundry standards set forth by the Center for Disease Control, Atlanta, Georgia.

This RFP solicits bid proposals for apparel products. Executive Order #20, issued by Governor James E. McGreevey on June 11, 2002, states that the State has a compelling interest to ensure that apparel purchased and rented by the State is produced in production facilities within the United States and that such production facilities meet certain minimum requirements. A copy of this Executive Order is available on-line, www.state.nj.us/infobank/circular/eom20. Accordingly, bid proposals providing for apparel production within the United States must meet the requirements of Executive Order #20 in order to be responsive and eligible for contract award. **Such bid proposals will be given preference over bid proposals providing for apparel production outside the United States.** Failure to comply with this Executive Order#20 through-out the contract term shall deem the contractor in breach of contract, in which contract shall be subject to termination.

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

All bidder's bid proposals submitted must complete the Affidavit of Apparel Production provided in this RFP, in its entirety. Failure of a bidder to complete the Affidavit and include the completed Affidavit with the bid proposal will preclude a contract award being made to that bidder.

The expected services and products are described in [RFP Section 3.0](#) (Scope of Work).

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

1.2 BACKGROUND

The DHS has six (6) State facilities requiring laundry services. These facilities include the Mental Health Hospitals and the Developmental Centers. They generate approximately three million (3,000,000) pounds of institutional laundry consisting of sheets, towels, pillowcases, washcloths, blankets, spreads, gowns, and other related articles.

The contractor shall be required to provide both laundry rental /cleaning service for flats/rough and complete laundry processing service for personals.

The facilities included in this contract are:

Greystone Park Psychiatric Hospital
Hunterdon Developmental Center
Trenton Psychiatric Hospital
North Jersey Developmental Center
New Lisbon Developmental Center
Greenbrook Developmental Center

This is a procurement of the Laundry Rental Services, DHS term contract, presently due to expire on 05/31/06. Bidders who are interested in the current contract specifications and pricing information may review the current contract T1373 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

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

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

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

1.3.2 SUBMISSION OF BID PROPOSAL

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

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

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

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

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

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

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

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

All bid proposals, with the exception of information determined by the State to be proprietary, are available for public inspection.

Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 PRICE ALTERATION

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

1.4.6 JOINT VENTURE

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

1.5 PRICE LIST AND/OR CATALOG PRICING

Not applicable to this procurement

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

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

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

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

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

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

State - State of New Jersey

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

2.2 CONTRACT SPECIFIC DEFINITIONS

Apparel is defined as any clothing, headwear, linens or fabric.

Apparel Production- shall include the cutting, manufacturing of apparel products performed by the vendor or by any sub-contractors, not including the production of supplies or sundries such as buttons, zippers, and thread.

A large scale commercial laundry shall be defined as- any commercial laundry that has the capacity to process three (3) million pounds of laundry per year and to operate 360 days a year.

Laundry Processing Service :

Personals: is defined as the processing, cleaning, transport, pick- up and delivery of personal clothing.

Note: Clothing worn by patients, (shirts, pants, underwear, socks, pajamas, etc. and patient owned comforters).

Laundry Rental/Cleaning Service -

Flats/Rough: is defined as the processing, cleaning, transport, pick up and delivery of flats/rough owned and supplied by the Contractor.

3.0 SCOPE OF WORK

3.1 SERVICE AND PRODUCT

The Contractor shall provide an all inclusive linen, and rental service operation in accordance with the following:

- a. Collection of all soiled laundry items at the facility as identified within this RFP (pick-up).
- b. Laundry cleaning and processing of such items includes occasional heavily soiled and contaminated materials requiring special separate handling.
- c. Daily delivery of freshly processed laundered items based upon a stated schedule. The State shall not be liable for any items lost, stolen and or damaged.
- d. The Contractor shall provide scales for the using agencies. The Contractor shall provide carts, hampers, bags, clips and any other related equipment where appropriate.

3.2 PICK-UP AND DELIVERY SCHEDULES

The Contractor shall make regularly scheduled laundry deliveries and pick-ups per week. The Contractor shall provide a double shipment of laundry/linens on Saturdays and on the day before a holiday that is observed by the Contractor, with the exception of those holidays indicated below by (*). The Contractor shall conduct pickup and deliveries in strict accordance with the facility's schedule and requirements listed below:

List the Delivery Schedules for each DHS Agency

Greystone Psychiatric Hospital

Central Ave. Graystone Park NJ 07950
Deliver: 7:30 AM - 12 NOON Monday through Saturday
Manager- 973-292-4004

Trenton Psychiatric Hospital

Sullivan Way, Trenton NJ 08628
Deliver: 7AM -12 NOOM Monday through Saturday.
Manager # 609-633-1517

Greenbrook Regional Center

275 Greenbrook Rd. Greenbrook NJ 08812
Deliver: 6 AM - 12 NOON Monday, Wednesday, Friday
(Clothing)
Tuesday, Thursday, Saturday (Linens)
Manager # 732-968-5566

Hunterdon Developmental Center

40 Pittstown RD. Clinton NJ 08865
Deliver: 5 AM - 12 NOON Seven days a week
Manager # 908-730-1301

New Lisbon Developmental Center

Route 72 East Woodland NJ 08064
Deliver: 6 AM - 11 AM Monday through Saturday
Manager # 609-894-4022

North Jersey Developmental Center
 169 Minnisink Rd. Totowa NJ 07511
 Deliver: 7 AM - 12 NOON Monday, Wednesday, Friday
 Manager # 973-890-4541

- Holidays :
- * **Thanksgiving Day**
 - * **Christmas Day**
 - * **New Year Day**

NOTE: The State reserves the right to change schedules for operational efficiency with no additional cost to the State.

All emergency deliveries that may be required because of the failure of the vendor to provide the specified quantities or service shall be provided at no additional cost to the Using Agency and shall be made on the same day as the call from the agency is received even if at 5PM or later.

3.3 LAUNDRY PROVISIONS

3.3.1 A minimum of a three (3) day inventory shall be maintained to adequately supply all needs between deliveries as specified by the supervisor at the using institution. All inventory supplied to the institution shall be replenished as often as necessary and maintained at all times. The following quantities are an estimate of daily usage only and the State does not guarantee these quantities. Bidders are to use these quantities as a basic guide line.

Daily Standards/Usage - The following are only estimated quantities:

Trenton Psychiatric Hospital:

fitted/contour	200
flat sheet	300
thermal blanket	280
pillow cases	220
wash cloth	1500
bath towel	1100
patient gowns	120
under-pad	40

Greenbrook Regional Center

fitted/contour sheet	75
flat sheet	75
thermal blanket	75
pillow cases	35
bath towel	300
under-pad	120
large diaper, cloth	50
personal (items)	390

Hunterdon Developmental Center

flat sheet	300
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New Lisbon Developmental Center

fitted/contour sheet	350
flat sheet	400
thermal blanket	400
pillow cases	400
wash cloth	1200
bath towel	1200
under-pad	350

North Jersey Developmental Center

fitted /contour sheet	128
flat sheet	343
thermal blanket	171
pillow cases	129

Greystone Psychiatric Hospital

fitted/contour sheet	1,000
flat sheet	1,000
thermal blanket	550
pillow cases	600
wash cloth	1000
bath towel	500
personal items	506
ribbed spreads	100

3.3.2 The Contractor shall sort, wash, dry, iron, press, fold, and bundle all laundry rough/flats alike. The Contractor shall supply the facility with sufficient number of disinfected clean carts for clean linen delivery and soiled linen return. If personal clothing is accidentally sent with soiled linen the clothing shall be returned properly processed and packaged.

3.3.3 The new linen inventory shall be washed separately from the soiled linen and shall receive a light soil formula with a single wash and extract.

3.3.4 The Contractor must insure the separation of clean and dirty linens at all times. The Contractor shall deliver clean linen with protective covering.

3.3.5 The Contractor must protect all clean laundry from all sources of potential cross-contamination through the completion of its delivery. All clean laundry, shall be protected from physical, biological and chemical contamination.

Note: Extra Absorbent / Drawsheet

In addition to the requirement of a minimum of 1100 cc absorbency, the draw sheet must be constructed of two layers of heavyweight 100% preshrunk cotton birds-eye cloth, or a single ply of 10 oz. Terry, with a full sized waterproof barrier. Layers must be quilted and strongly lock stitched around edges, and must be strong enough to be used as a lifter.

Size to be provided: 54"X 81"

3.5 SUPPLIES

The vendor shall supply a sufficient supply of (40) forty quart polyethylene hampers to all facilities equipped with block deodorants. The hampers are to be located within the agency facilities and to be placed in a location as designated by the supervisor in charge. The contractor shall provide all necessary personnel and equipment needed to provide the services of this contract. All scales, carts, hampers, laundry bags, clips and any other related equipment shall be provided by the contractor.

3.6 TRAINING AND DELIVERIES

With the award of the contract, the successful contractor shall be required to provide initial instructions to all shifts. The contractor shall be available for additional instructions as requested by the supervisor in charge.

Deliveries of the specified quantities are to be considered due on the dates agreed upon by the contractor and the user institutions. The contractor will be considered to be in default if

such schedules, quantities and quality are not met, unless permission from the supervisor in charge is obtained.

3.7 LAUNDERING OF PERSONALS (PATIENT OWNED GOODS)

3.7.1 The Contractor shall pick-up, launder, package and deliver to all State facilities listed in this RFP. The actual personal items are identified in Section 2.2 of the RFP. **Personals:** is defined as the processing, cleaning, transport, pick- up and delivery of personal clothing.

Note: Clothing worn by patients, (shirts, pants, underwear, socks, pajamas, etc. and patient owned comforters). (Approximately 900 pieces daily)

The Contractor shall be responsible for and return all items, patient or State property to the facility from where it was originally picked-up at for processing.

The Contractor shall be responsible for the replacement of lost or damaged laundry from the time of pick-up through return delivery and inspection.

The Contractor will not be responsible for maintaining inventory of personal laundry. Each State facility listed in this RFP shall maintain its own inventory for these items.

The Contractor shall sort, wash, press, fold and bundle the personal laundry specified in this RFP.

The Contractor shall return all personal items back to the State facilities based on a standard forty-eight (48) hour turnaround time.

The following are the standards set forth at N.J.A.C.:

8:39-21.1 Mandatory laundry policies and procedures

(a) Soiled laundry shall be stored in a ventilated area; separate from other supplies, and shall be stored, sorted, rinsed and laundered only in areas specifically designated for those purposes.

(b) All soiled laundry from resident rooms and other service units shall be stored, transported, collected, and delivered in a covered laundry bag or cart,. Laundry carts shall be in good repair, kept clean, and identified for use with either clean or soiled laundry.

(c) Soiled laundry contaminated with blood and/or body fluids shall be collected in an effectively closed leak proof bag of sufficient strength to safely contain such laundry from point of origin to point of processing,

(d) Clean laundry shall be protected from contamination during processing, storage and transportation within the facility.

(e) Soiled and clean laundry shall be kept separate.

(f) An established protocol, reviewed by the infection control committee, shall be followed to reduce the number of bacteria in the fabric.

(g) Equipment surfaces that come into contact with laundry shall be sanitized.

(h) The facility shall develop and implement policies and procedures reviewed by the infection control committee, to protect staff from contamination when handling soiled laundry.

(i) Sour testing to ensure neutralization of alkaline residues from built-up detergents shall be conducted and fabric pH shall be maintained at 7.0 or below after souring.

(j) The facility shall develop and implement policies and procedures to ensure that residents' personal clothing is collected, processed and returned to the resident in a sanitary manner and in good condition.

(k) The facility shall have a system to identify each resident's clothing and a procedure to locate and/or minimizes loss of clothing.

Proper washroom formula shall be used, including appropriate PH adjustment, adequate cleansing, and rinsing with a residual bacteriostat in appropriate concentration. All temperatures must be a minimum of 160 degrees.

3.8 METHOD OF LAUNDRY CLEANING

3.8.1 The Contractor shall maintain the proper washroom formulae, adjustment to water conditions, soil content and work classifications to provide:

- a. Maximum safety and comfort to patients;
- b. Effective and complete soil removal;
- c. Maximum life of laundry, and
- d. Highest quality of whiteness.

3.8.2 The Contractor must sour all flatwork and other laundry to within a PH range of 4.5 to 6.5.

3.8.3 The Contractor must supply hot water to the wash wheel during all washings with a minimum temperature of 160 degrees Fahrenheit.

3.8.4 The Contractor shall have a linen reject credit policy for replacing at no additional cost all laundry that has been insufficiently processed and/or mishandled during delivery, including but not limited to the following:

- a. Contact soil present
- b. Incomplete removal of particulate soil and stains
- c. Excessively wrinkled material
- d. Improperly folded
- e. Laundry items labeled/stamped with other healthcare facilities logo/names.

Note: Stained laundry and reprocessing of laundry shall be kept to less than 3% of each daily delivery. Failure on the part of the contractor to comply shall be treated as a breach of the contract and a may result in the cancellation of the contract.

3.8.5 All laundry replacement or reprocessing of laundry required in order to meet the performance standard of less than 3% per day must be reprocessed at the sole expense of the Contractor. The State will not accept nor pay any invoices for replacement, re-washing or reprocessing due to the Contractor's inability to properly complete its tasks.

3.8.6 The Contractor shall fold neatly, stack and package all items to minimize wrinkling.

3.8.7 The Contractor shall ensure that clean laundry is covered and handled in a manner that it is protected from post-processing contamination.

3.8.8 The Contractor shall not deliver to the facility, by way of example but not limitation, any stained, torn, worn or any other substandard laundry.

3.8.9 The Contractor shall provide documentation upon request to the facility of all wash formulas, including water temperatures, Ph levels, cycle times and various detergents. The State may call upon the Contractor to provide any and all of its internal Quality Assurance Forms to verify this information.

3.9 TESTING/QUALITY ASSURANCE

All services performed by the Contractor shall meet legislative standards stated in N.J.A.C Title 8:39 Subchapter 21 for a commercial laundry specific to environmental issues, quality control, and protecting clean laundry from contamination. The Contractor must comply with the New Jersey Department of Health and Senior Services, Division of Health Facilities licensing standards for Long Term Care Facilities and the published guidelines for the "**International Fabric Institute and the Laundry Standards**" set forth by the Center for Disease Control, Atlanta, Georgia.

3.9.1 The Contractor shall demonstrate to the State facility that the laundering process is tested at least six (6) times per year for chemical and bacteriological standards. All test results must be provided within 48 hours of completion to: **The Household or Business Manager at each facility.**

3.9.2 The Contractor shall provide the Facility with a copy of all tests conducted. The schedule of tests shall be based on the day of the commencement of services. Testing shall be performed in two (2) months intervals two (2) months apart.

3.9.3 The Contractor shall make available upon request to the facility all detergent/chemical/bacteriological test and quality assurance Facility Material Safety Data Sheet (MSDS) sheets on all chemicals used to disinfect the delivery trucks and material handling equipment.

3.10 INVENTORY

3.10.1 The Contractor must return all property, patient or State property, to the facility discovered by Contractor during the processing of the laundry.

3.10.2 All clean/dry laundry shall be counted upon delivery at the institution for cost control verification.

3.10.3 The Contractor shall be liable for replacement of all lost or damaged laundry for the full term of the contract. The State facility will return all available rental linen/laundry supply owned by the Contractor at the end of the contract.

3.10.4 The State facility and the Contractor, upon request, shall jointly conduct a linen inventory at least twice per year to ensure that proper laundry quality and inventory levels are maintained.

(a) The facility must have a supply of linen appropriate to the residents' needs that is clean, in good repair, and is at least three times the number of residents.

(b) The facility must have a supply of three (3) blankets per resident during the months of October through April and two (2) blankets per resident from May through September.

3.10.5 The Contractor must conduct a linen inventory at the request of the State Contract Manager.

3.10.6 The Contractor shall stock the State facility during start-up with the initial supply of laundry/linens that constitutes a day's supply for immediate use and a three (3) day reserve supply for each resident.

3.11 TRANSPORTATION

3.11.1 The Contractor shall be responsible for transporting all laundry (including infectious laundry/linen) in accordance with the standards set forth in the RFP and specifically the Association of Infection Control Practitioners.

3.11.2 The Contractor shall tie all laundry in bundles and process as follows:

1. Pillow cases	- ironed and folded
2. Bath towels	- folded
3. Thermal Blanket	- folded
4. Ribbed Spreads	- folded
5. Wash cloths	- folded
6. Gowns	- folded
7. Sheets	- ironed and folded
8 Fitted/Contour Sheets	- folded
9. Under-pads	- folded

3.12 CONTRACTOR'S LAUNDRY FACILITY

3.12.1 The Contractor's plant shall be maintained in a satisfactory, sanitary manner and must conform to all State, Federal, Local and Agency requirements.

3.12.2 The Contractor's laundry plant must maintain an effective pest control program throughout the term of the contract.

3.12.3 The Contractor's soiled linen processing areas must be separated from clean laundry processing. Effective separation may be achieved by one or more of the following method:

- a. physical barrier
- b. negative air pressure
- c. positive airflow from clean to soiled

3.12.4 The Contractor's soiled sorting room shall have a minimum ten (10) air exchanges per hour exhausting directly outside.

3.13 HAMPERS AND CARTS / SPECIAL CONDITIONS:

3.13.1 The hampers and carts shall be maintained by the Contractor in good repair and equipment surfaces that come in contact with laundry shall be sanitized. A sufficient number of hampers shall be provided to the facility by the Contractor for pickup of all soiled laundry items and for the delivery and storage of clean items. The Contractor's carts shall be distinctly labeled to identify ownership.

3.13.2 All material handling carts used to convey "clean" laundry/linen must be clean and deodorized by the Contractor prior to receiving clean laundry.

3.13.3 All laundry carts used for delivery of processed laundry by the Contractor must be lined, or the clean laundry must be shrink-wrapped or wrapped. All laundry for delivery must be thoroughly covered from the time it is packed to the time it is delivered.

3.13.4 The Contractor must provide that all material handling equipment shall be of non-porous material and must be systematically disinfected prior to loading clean laundry.

3.14 VEHICLES

3.14.1 Contractor's laundry delivery trucks used to deliver and pick up linens should be of sufficient height to allow easy transfer of linen carts onto and from the facility which has a loading dock, thereby minimizing the number of times the linen must be handled.

3.14.2 The cargo area of all laundry delivery trucks must be thoroughly cleaned and disinfected prior to loading clean laundry, in accordance with the standards stated in this RFP.

3.14.3 All vehicles shall have adequate space to pick-up all laundry; no soiled laundry shall be left at the facility for lack of space availability on the vehicle.

3.15 CONTRACTOR PERSONNEL

3.15.1 All Contractor personnel shall be physically able to do their assigned work and shall be free from any communicable disease.

3.15.2 All Contractor personnel shall be capable employees thoroughly trained and qualified in the work assigned to them.

3.15.3 All Contractor personnel must observe all regulations in effect at the State Agency. While on State property employees shall be subject to control of the State, but under no circumstances shall the contractor's employees be deemed to be employees of the State? Neither the Contractor nor its personnel shall represent themselves as State employees.

3.15.4 The State's Contract Manager may request the Contractor to transfer from the work crew employees who are found to be incompetent, prone to excessive tardiness, absenteeism, theft or other problems of conduct.

3.15.5 The Contractor shall provide to the State Contract Manager a certified document that all employees and other Contractor personnel have been instructed in the proper handling of health care linen and
That the Contractor has implemented the Universal Precaution Procedures as recommended by the Center for Disease Control in Atlanta (CADS) and adopted by Occupational Safety and Health Administration (OSHA).

3.16 PLANT INSPECTION

A State health representative shall have the right to access and inspect the Contractor's laundry plant(s) to assure performance and compliance with regulations referenced within this RFP prior to award and during the full term of the contract.

3.17 EMERGENCY BACKUP SERVICE

In the event the operation of Contractor's primary laundry service is involuntarily interrupted or the services provided for under this RFP are delayed or postponed, the Contractor shall take whatever measures deemed appropriate to obtain linen services for the facility, including but not limited to, contracting with another laundry for the needed services at no additional cost to the facility. **The bidder must provide the details in its bid proposal of the back up plan and identify the laundry (in its bid proposal), that will render the back-up services.** The Director reserves the right to request pertinent information e.g., user list, site visit, etc.) on the back-up facility identified in the bid proposal.

3.18 MANDATORY LAUNDRY POLICY AND PROCEDURES.

Below is a listing of mandatory requirements relative to laundry operations.

The Bidder must provide a brief, but detailed explanation to demonstrate how its firm intends to achieve and maintain compliance with the Department of Health Mandatory Laundry Service Policies. (Below)

(a) Soiled laundry shall be stored in a ventilated area, separate from other supplies, and shall be stored, sorted, rinsed, and laundered only in areas specifically designated for those purposes.

(b) All soiled laundry from resident rooms and other service units shall be stored, transported, collected, and delivered in a covered laundry bag or cart. Laundry carts shall be in good repair, kept clean, and identified for use with either clean or soiled laundry.

(c) Soiled laundry contaminated with blood and/or body fluids shall be collected in an effectively closed leak proof bag of sufficient strength to safely contain such laundry from point of origin to point of processing.

(d) Clean laundry shall be protected from contamination during processing, storage, and transportation within the facility.

(e) Soiled and clean laundry shall be kept separate.

(f) Equipment surfaces that come into contact with laundry shall be cleaned and deodorized daily.

(g) Sour testing to ensure neutralization of alkaline residues from residual built detergents shall be conducted, and fabric Ph shall be maintained at 7.0 or below after souring.

LINEN ITEM SPECIFICATIONS: (06-X-38516)

1. PILLOW CASES

SIZE	42" X 34"
COLOR:	WHITE - UNIFORM WITH NO VISIBLE SHADING OR STREAKING
THREAD COUNT:	T-130 BALANCED WEAVES 65 WARP AND 65 FILL FOR A TOTAL OF 130 YARNS PER INCH
FABRIC COMPOSITION:	T-130 NO IRON 50% POLYESTER - 50% COTTON
WEAVE-	PLAIN
WEIGHT:	MINIMUM OF 3.5 OZ. PER YARD
SHRINKAGE:	MAXIMUM OF 2% IN EACH DIRECTION

2. FLAT SHEETS

SIZE:	66" X 104"
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COLOR: WHITE - UNIFORM WITH NO VISIBLE SHADING OR STREAKING
 THREAD COUNT: T - 130 BALANCED WEAVE
 65 WARP
 65 FILL
 FOR A TOTAL 130 YARNS PER INCH
 FABRIC
 COMPOSITION: T -130
 NO IRON
 50% COTTON
 50% POLYESTER
 WEAVE: PLAIN
 WEIGHT: MINIMUM WEIGHT PER SQUARE YARD
 SHALL BE 3.5 OZ.
 SHRINKAGE: MAXIMUM OF 2% IN EACH DIRECTION

3. BATH TOWELS

SIZE: 20" X 40"
 COLOR: WHITE - UNIFORM WITH NO VISIBLE SHADING OR STREAKING
 FABRIC
 COMPOSITION: WHITE - UNIFORM WITH NO VISIBLE SHADING OR STREAKING
 TERRY CLOTH 100%
 GROUND WARP YARN
 (35% COTTON AND 65% POLYESTER)
 TERRY PILE 100%
 FILLING YARN
 (65% POLYESTER AND 35% COTTON)
 WEIGHT: WEIGHT OF TOWELS SHALL BE A MINIMUM OF
 5 LBS. 8 OZ. PER DOZEN
 SHRINKAGE: SHALL NOT EXCEED A MAXIMUM OF 7%

4. WASH CLOTHS

SIZE: 12" X 12"
 COLOR: WHITE - UNIFORM WITH NO VISIBLE SHADING OR STREAKING
 FABRIC
 COMPOSITION: 100% COTTON TERRY CLOTH
 TERRY FILE FACE - 100% COTTON
 GROUND WARP YARN - 100% COTTON
 FILLING YARN - 100% COTTON
 WEIGHT: THE MINIMUM WEIGHT PER ONE DOZEN WASH
 CLOTHS SHALL BE 1.25 LB (MINIMUM)
 SHRINKAGE: SHALL NOT EXCEED 10% SHRINKAGE IN
 LENGTH AND NO MORE THAN 6% IN WIDTH
 DIRECTION
 QUALITY: FABRIC SHALL BE FIRST QUALITY GOODS

5. BEDSPREADS

SIZE: 74" WIDE X 96" LENGTH
 COLOR: WHITE - UNIFORM WITH NO VISIBLE SHADING OR STREAKING
 STYLE: THERMAL SPREAD
 FABRIC
 COMPOSITION: 100% COTTON WITH 3/4 " HEM
 DOUBLE STITCH/STATIC FREE
 WEIGHT: MINIMUM WEIGHT PER SPREAD 3.50 LBS. (EACH)

6. BLANKETS

STYLE: THERMAL TYPE WITH 3/4 " HEM
DOUBLE STITCH
COLOR: WHITE - UNIFORM WITH NO VISIBLE
SHADING OR STREAKING
100% STATIC FREE
SIZE: 66" X 90"
WEAVE: OPEN WEAVE
WEIGHT: MINIMUM WEIGHT PER SPREAD 2.5 LBS.,
(EACH)
FABRIC
COMPOSITION: 100% COTTON

7.FITTED/CONTOUR SHEETS

SIZE: 80" X 35" X 6 99
COLOR: WHITE - UNIFORM WITH NO VISIBLE SHADING
OR STREAKING
THREAD COUNT: T -130 BALANCED WEAVE
65 WARP AND 65 FILL FOR A TOTAL OF
130 YARNS PER INCH
FABRIC
COMPOSITION: T - 130 - NO IRON
50% COTTON
50% POLYESTER
WEAVE: PLAIN
WEIGHT: MINIMUM WEIGHT PER SQUARE YARD
SHALL BE 3.5 OZ.
SHRINKAGE: MAXIMUM OF 2% TN EACH DIRECTION

8.PATIENT GOWNS

STYLE: VELCRO CONV. T - 106/56
COLOR: BLUE
SIZE: LARGE RAGLAN WITH REINFORCED NECK
FABRIC 50% DACRON
COMPOSITION: 50% COTTON

9.BATH BLANKETS

SIZE: 70" X 90"
MATERIAL: 100% COTTON
UNBLEACHED w/ DOUBLE STITCH HEM
STATIC FREE
MINIMUM WEIGHT: 1.4 LBS. PER BLANKET
COLOR: WHITE - UNIFORM WITH NO VISIBLE SHADING
OR STREAKING

4.0 Bid PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page [http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER: 06X38516.shtml](http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER:06X38516.shtml). Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit five (5) **full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage [http://www.state.nj.us/treasury/purchase/bid/summary/BID NUMBER: 06X38516.shtml](http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER:06X38516.shtml). The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER: 06X38516.shtml.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER: 06X38516.shtml.

4.4.2 PROOF OF REGISTRATIONS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER: 06X38516.shtml

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

Not applicable to this procurement.

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

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER: 06X38516.shtml.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract. The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER: 06X38516.shtml.

4.4.3.3 SERVICES SOURCE DISCLOSURE FORM

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form. [http://www.state.nj.us/treasury/purchase/bid/summary/BID NUMBER: 06X38516.shtml](http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER:06X38516.shtml). Refer to section 7.1.2 of this RFP.

4.4.4 SUBMITTALS

Affidavit of Apparel Production:

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder’s Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage: [http://www.state.nj.us/treasury/purchase/bid/summary/BID NUMBER: 06X38516.shtml](http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER:06X38516.shtml).

4.4.4.2 SAMPLES/SAMPLE TESTING

Not applicable to this procurement.

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

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

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

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

4.4.6 PRICE SCHEDULE

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

LINE NO.	COMMODITY-SERVICE DESCRIPTION	

00001 00013 00025	LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE FLAT SHEETE AND TO CLEAN, PROCESS, & PICK-UP & DELIVER	<p>This shall be an all or none award. Bidders must provide pricing for all thirty-SIX (36) price lines in order to be considered for an award. Price Lines (00001 through 00036)</p> <p>Failure to provide pricing for all price lines in price line sheet shall be considered as Non-responsive.</p>
00002 00014 00026	LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE DRAW SHEETS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER	
00003 00015 00027	LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE THERMAL BLANKETS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER	
00004 00016 00028	LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE RIBBED SPREADS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER	
00005 00017 00029	FULLY LOADED FIRM FIXED PRICE TO PROVIDE FITTED/CONTOUR SHEETS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER	
00006 00018 00030	LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE PILLOW CASES AND TO CLEAN, PROCESS, & PICK-UP & DELIVER	
00007 00019 00031	LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE WASH CLOTHS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER	
00008 00020 00032	LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE BATH TOWELS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER	
00009 00021 00033	LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE PATIENT GOWNS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER	
00010 00022 00034	LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE UNDER-PADS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER	
00011 00023 00035	LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE LARGE DIAPERS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER	
00012 00024 00036	LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE LAUNDERING, PROCESSING , & PICK-UP & DELIVER	

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

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

[http://www.state.nj.us/treasury/purchase/bid/summary/BID NUMBER: 06X38516.shtml](http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER:06X38516.shtml).

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

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of three years (3). The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:

[http://www.state.nj.us/treasury/purchase/bid/summary/BID NUMBER: 06X38516.shtml](http://www.state.nj.us/treasury/purchase/bid/summary/BID_NUMBER:06X38516.shtml). If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of two (2) one-year periods, by the mutual written consent of the contractor and the Director. This contract is not expected to exceed a total of five (5) years: **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.]**

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than one hundred and twenty (120) days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

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

5.5 ITEMS ORDERED AND DELIVERED

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

and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

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

5.6 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.7 MANUFACTURING/PACKAGING REQUIREMENTS

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

Executive Orders issued during Governor James E. McGreevey's administration:

Executive order 20 pertaining to the Affidavit of Apparel Production may be found on the following web-site:

[HTTP://WWW.STATE.NJ.US/INFOBANK/CIRCULAR/EOINDEX.HTM](http://www.state.nj.us/infobank/circular/eoindex.htm)

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

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

5.8 CLAIMS

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

5.9 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions, located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/<bid#06x38516>.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire

departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

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

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

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

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 CONTRACT EVALUATION

The following criteria will be used to evaluate the bid proposal submitted in response to this RFP. The criteria are not listed in order of importance:

6.1.1 Price

6.1.2 Experience of the bidder

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

For evaluation purposes, pricing will be ranked according to the lowest cost of the total daily cost of all items listed below in the evaluation sheet for years 1, 2, & 3.

The bidders shall provide consistent and identical pricing in the evaluation model and in the price lines, price sheet. The price sheet price lines shall take precedence over the pricing in the evaluation model. Failure to provide consistent and identical pricing in the evaluation model and in the price lines, price sheet may render a bidder's bid proposal non responsive.

This shall be an all or none award. Bidders must provide pricing for all thirty-SIX (36) price lines in order to be considered for an award. Price Lines (00001 through 00036) on price sheet.

Failure to provide complete pricing of all price lines in evaluation price sheet below shall render the bid proposal to be Non-responsive.

EVALUATION SHEET		YEAR 1		YEAR 2		YEAR 3	
ITEM	DAILY USAGE	UNIT PRICE = Each	DAILY COST	UNIT PRICE = Each	DAILY COST	UNIT PRICE = Each	DAILY COST
FLAT SHEET	2400						
THERMAL BLANKET	1400						
RIBBED SPREAD	100						
FITTED/ CONTOUR SHEET	1700						
PILLOW CASE	1400						
WASH CLOTH	3700						
BATH TOWEL	3000						
PATIENT GOWN	125						
UNDER-PAD	500						
LARGE DIAPER	50						
TOTAL DAILY COST		YR. 1		YR. 2		YR. 3	

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

Prior to contract award and with the exception of scheduling a review of submitted bids, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal with the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

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

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

It is within the State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a bid proposal.

The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 BID DISCREPANCIES

In evaluating bids:

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

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State reserves the right, pursuant to N.J.S.A. 52:34-12(f), to negotiate: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder. In addition, the State reserves the right to seek a Best and Final Offer (BAFO) from one or more bidders. In response to the State's request to negotiate, the bidder must continue to satisfy all mandatory RFP requirements but may improve upon its original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes, in accordance with the following procedure:

The State will conduct an initial review and determine whether and with which bidder(s) it will negotiate, and will communicate its request to each such bidder. In response, the bidder will submit any required revisions to its proposal.

In response to the State's request for a BAFO, the bidder may submit a revised price proposal that is equal to or lower in price than its original submission, but must continue to satisfy all mandatory requirements.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the State's evaluation and the Award Recommendation, will remain confidential until an Intent to Award notice is issued.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

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

7.1.1.1 DEFINITIONS

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

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

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

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

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

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

7.1.1.4 STATE TREASURER REVIEW

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

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2

Under the referenced statute, effective August 3, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/<bid#>.shtml>.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the bidder to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions of the RFP, unless previously approved by the Director and the Treasurer.

7.2 FINAL CONTRACT AWARD

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

An award shall be made to one primary contractor for all thirty-six price lines. All price lines must be bid in order to be considered for an award.

Any failure on the part of the contractor to immediately advise the Using Agency of its inability to satisfy its contract within the time frame stated in Section 3.2 of this RFP shall be treated as a material breach of the contract and may result in the cancellation of the contract.

NOTE: THIS RFP PROVIDES AN AFFIDAVIT OF APPAREL PRODUCTION, WHICH SHOULD CLEARLY IDENTIFY WHERE THE APPAREL IS MANUFACTURED AND PRODUCED

Failure to complete this affidavit may render a bidder's bid proposal as non-responsive.

All apparel bid proposal shall contain a provision or provisions detailing the requirements of Executive Order 20, and compliance with this Order shall be made a binding part of all apparel contracts.

Executive Orders issued during Governor James E. McGreevey's administration:

Executive order 20 pertaining to the Affidavit of Apparel Production may be found on the following web-site:

[HTTP://WWW.STATE.NJ.US/INFOBANK/CIRCULAR/EOINDEX.HTM](http://www.state.nj.us/infobank/circular/eoindex.htm)

7.3 INSURANCE CERTIFICATES

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

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

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

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

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

Affidavit of Apparel

AFFIDAVIT OF APPAREL PRODUCTION

STATE OF _____ SS:

COUNTY OF:

I, _____ the
(Name) President, Vice President, Owner/Partner)

of _____ (hereinafter " Bidder") being first duly
(Bidder)

sworn, deposes and says:

1. I am authorized to act on behalf of the Bidder. I am personally acquainted with the operations of the Bidder, and have full knowledge of the factual basis comprising the contents of this Affidavit of Apparel Production (hereinafter "Affidavit"). The contents of this Affidavit are true to the best of my knowledge.

2. The Bidder submits this Affidavit as part of a bid proposal in response to a Request For Proposal issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey, as required by the Executive Order No. 20, signed by Governor James E. McGreevey on June 11, 2002 (hereinafter "E.O. No. 20").

3. The following are the names, titles and business addresses of the principal officers of each Subcontractor to be used for apparel production in fulfillment of the apparel contract:

4. **The following is a list of every location where apparel production will take place.** including any subcontractor locations:

5. All apparel production will be performed in the United States in production facilities that meet the following requirements:

(a) The Bidder and, if applicable, the Bidder's subcontractor shall adopt a neutrality position with respect to attempts to organize by employees, and agree(s) to voluntarily recognize a union when a majority or workers have signed cards authorizing union representation.

(b) Apparel production workers employed to fulfill this contract will not be terminated except for just cause. The Bidder and, if applicable, the Bidder's subcontractors shall provide mechanisms to resolve all disputes with apparel production workers.

(c) Apparel production workers employed to fulfill this contract shall be provided a safe and healthy work environment, and a work environment free of discrimination on the basis of race, national origin, religion, sex and sexual preference.

(d) The Bidder and, if applicable, the Bidder's subcontractors have not engaged in a pattern or practice of violation of legal employment protections not otherwise preempted, including laws and regulations governing wages and hours, discrimination, occupational safety and health.

(e) The Bidder and, if applicable, the Bidder's subcontractors provide non-poverty compensation at an hourly rate which at 40 hours of work a week for 50 weeks a year would be equal to but not less than the threshold income for a family of 3 as published by the United States Department of Health and Human Services.

6. Any changes to the information set forth in this Affidavit during the term of any awarded apparel contract must be immediately reported by Bidder to the Director, Division of Purchase and Property.

7. I understand that, if it is determined that the Bidder has violated E.O. No. 20, including any finding of a failure to provide truthful information within this Affidavit, the Director, Division of Purchase and Property, in conjunction with the Commissioner of the Department of Labor, may:

- a. Reject the bid or rescind any contract awarded.
- b. Terminate this contract at the earliest feasible date.
- c. Bar the Bidder from receiving pending or subsequent apparel contracts, unless preempted by federal law.

8. This Affidavit is submitted to the Division of Purchase and Property in order to induce the Division of Purchase and Property to accept a bid proposal, with knowledge that the Division of Purchase and Property relies upon the truth of the statements contained herein.

Bidder

By

Name
Title

SWORN AND SUBSCRIBED
TO BEFORE ME THIS

DAY OF _____, 2005

NOTARY PUBLIC

Executive Orders issued during Governor James E. McGreevey's administration:

Executive order 20 pertaining to the Affidavit of Apparel Production may be found on the following web-site:

[HTTP://WWW.STATE.NJ.US/INFOBANK/CIRCULAR/EOINDEX.HTM](http://www.state.nj.us/infobank/circular/eoindex.htm)

NOTE:

THIS AFFIDAVIT SHOULD CLEARLY IDENTIFY WHERE THE APPAREL IS MANUFACTURED AND PRODUCED