

Q&A Document

ESCNJ Response 1/30/26

Page 5: Standard Terms and Conditions Applicable to the Contract. We'd like to add our rental business terms into the standard terms, would that be acceptable? See edits on the Bid Specifications Document. This is acceptable.

Page 8: May we please have a copy of the Commission's Official Purchase Order form? (this is the required method of joinder by the Commission) May we include it as an exhibit to the contract? Yes, attached.

Page 8: QUESTION: are ALL purchases made under this contract required to use a Written Official Purchase Order? Yes. Or is it ONLY for ESCNJ Members? ESCNJ and ESCNJ's Co-op Members. Do other poli-sub and state agencies desiring to piggy back off this contract need to issue a purchase order to join? Yes What is their method of joinder? A Purchase Order is required to utilize the ESCNJ co-op awarded contract.

Page 41: Uniform Services Required. Bullet Point 7, may we update to the following:

- Furnish brand new, never worn garments for starting inventory, of standard garments in standard sizes, within 3-5 weeks after fitting measurements have been taken. The majority of new orders, exchanges, replacements and repairs of standard garments in standard sizes, shall be completed within a one week cycle. This is acceptable.

Page 41: Uniform Inspection. May we update the last sentence in this section to be:

Vendor shall replace all irreparably damaged, or permanently stained, or worn out uniforms with all brand new ones within 7 calendar days of pick-up, except for unusually larger or smaller sizes which should be replaced as soon as practically possible. This is acceptable.

Suppliers providing some items may not be the manufacturers. We request to add warranty language for flame resistant clothing and high visibility apparel. FRC and Hi Vis warranty language. These are items are lifesaving apparel and with language outlining party responsibility. This language is used in several of our cooperative contracts. If selected as the awardee we are amenable to working through the language between legal counsels to find common ground.

High Visibility Clothing. If Customer chooses to rent High Visibility Clothing, Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the Garments for their specific work conditions or uses; (b) identifying and selecting which Garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when Garments require repair or replacement to meet the required level of visibility. Customer acknowledges and understands that the Garments alone do not ensure visibility of the wearer. Customer further acknowledges that Cintas is relying upon Customer to determine whether any Garments need repair or replacement to maintain the required level of visibility. Cintas represents only that the Garments supplied satisfy certain ANSI/ISEA standards to the extent the Garments are so labeled. Customer acknowledges that Cintas has made no other representations, covenants or warranties, whether express or implied, related to the Garments.

Without limiting the enforceability of any other provision of this Agreement after termination or expiration, the Parties specifically agree that the provisions of the foregoing paragraph will survive, and continue to be binding on the Parties, after any expiration or termination of the Agreement.

Flame Resistant Clothing. If Customer chooses to rent Flame Resistant Clothing, Customer agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under Customer Agreement and Addendum and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT CINTAS HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. CINTAS MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES

APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer will notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Cintas from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat.

Without limiting the enforceability of any other provision of this Agreement after termination or expiration, the Parties specifically agree that the provisions of the foregoing paragraph will survive, and continue to be binding on the Parties, after any expiration or termination of the Agreement. [Acceptable.](#)

Page 42 Uniform Replacement. May we change the first sentence to read: Vendor will replace any Merchandise requiring replacement due to normal wear and tear at its own expense. [Acceptable.](#)

Page 43: Uniform Return Conditions: May we add to the end of the first paragraph the following: Uniforms not returned shall be charged and paid for at the then-current Loss Replacement Charge. [Acceptable.](#)

Page 45: May we add our language: **Hazardous Materials.** Customer agrees to notify Cintas in writing, prior to beginning service and any time thereafter, of any hazardous materials that may be picked up by Cintas in the soiled Merchandise or in any other products serviced under this Agreement. In no case will hazardous materials be present to the extent that they may be harmful to Cintas' employees. [Acceptable.](#)

Page 45: May we add our language: **No Federal Contractor.** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract, or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement. [Acceptable.](#)



PURCHASE ORDER
EDUCATIONAL SERVICES COMMISSION
OF NEW JERSEY

1660 STELTON ROAD, PISCATAWAY, NJ 08854-5956
TEL (732) 777-9848 - FAX (732) 777-9855
www.escnj.us

BUDGET YEAR

VENDOR NO.

PURCHASE ORDER NUMBER

THIS NUMBER MUST APPEAR ON
ALL PACKAGES, INVOICES AND
CORRESPONDENCE.

DATE:

VENDOR:

SHIP TO:

REQUISITION NUMBER

NAME

QUANTITY
ORDERED

CATALOG / UNIT

ITEM DESCRIPTION / ACCOUNT NUMBER

UNIT PRICE

TOTAL AMOUNT

SAMPLE

CONDITIONS - READ CAREFULLY

1. We reserve the right to cancel this order if not filled within the time agreed or if goods are not received in satisfactory condition.
2. Deliver the items at the price and quantity specified. Inside deliveries only.
3. Separate invoice voucher forms must be submitted for each order.
4. Blue vouchers must be signed and returned with invoice when required.
5. Make deliveries between 8:30 am and 4:00 pm.
6. **The purchaser is exempt by statute from payment of all federal, state and municipal excise, sales and other taxes.**
7. The Commission will not be liable for goods furnished without written notice.

**NO ORDER VALID UNLESS SIGNED BY
BOARD SECRETARY \ BUSINESS ADMINISTRATOR**

BOARD SECRETARY \ BUSINESS ADMINISTRATOR

VENDOR COPY - PLEASE RETAIN FOR YOUR RECORDS

ATTACHMENT A – EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27 et seq.
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A.10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted minority employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to review any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: https://www.nj.gov/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.