Request for Proposals
Residence Hall Mattresses
For
Rowan University
RFP 18-49

Rowan University
The Office of Contracting & Procurement

201 Mullica Hill Road
Glassboro, NJ 08028
Bunce Hall Suite 208
Phone: 856.256.4171
Email: bids@rowan.edu
Table of Contents

Administration Information .............................................. 2
  • Institution Contacts
  • Schedule of RFP Events
  • Required Procurement Documentation

Project Overview ...................................................... 4
  • Services Required
  • General and Personnel Requirements

Contract Deliverables and Requirements, Evaluation ............ 13
Proposal Page ......................................................... 16
**Administrative Information**

**Institution Contacts:**

All questions should be submitted via email with the subject heading:

**RFP 18-49 Residence Hall Mattresses**

Inquiries will not be accepted by telephone. Questions or inquiries should be sent to bids@rowan.edu.

All questions submitted will be answered on the Purchasing Department website: Contracting & Procurement Department website on the date indicated below. See Section XII. B. for further details.

Questions regarding opening documents or accessing items on the website should be addressed to:

Alicia Gannon  
Office of Contracting and Procurement  
E-mail: gannon@rowan.edu

**Due Date:**

Submissions must be received no later than January 30, 2018 at 2:00 pm in the Rowan University Procurement Department located at Rowan University, Bunce Hall Suite # 208, 201 Mullica Hill Road, Glassboro, NJ 08028.

In order to be considered for the award, all submissions must be received at the appropriate location by the required time. Any package not received on time at the noted location may be rejected.

Refer to the Submissions Requirements section of this document for further details.

**Schedule of RFP Events:**

- Request for Proposals Issued: January 8, 2018
- Questions Due: January 17, 2018
- Answers Posted to the website: January 24, 2018
- Submissions Due: January 30, 2018 @ 2:00pm
**Required Procurement Documents**

The documents as listed below are Procurement documents mandated by State regulation and University policy. All documents as listed must be included with your submission package in order for your proposal to be deemed responsible for this offering.

<table>
<thead>
<tr>
<th>Required Documents</th>
<th>Notes</th>
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<tbody>
<tr>
<td>1 Proposal Page &amp; Pricing Sheets</td>
<td>Must be included or submission will be rejected</td>
</tr>
<tr>
<td>2 Contractor Certification and Disclosure of Political Contributions Public Law 2005</td>
<td>Must be included or submission will be rejected</td>
</tr>
<tr>
<td>3 Non-Collusion Affidavit</td>
<td>Must be included or submission will be rejected</td>
</tr>
<tr>
<td>4 New Jersey Business Registration Certificate <a href="#">Vendors can check the status of their BRC here.</a></td>
<td>Must be registered with the State at the time of bid opening or submission will be rejected.</td>
</tr>
<tr>
<td>5 Taxpayer Identification Request (W-9 Form)</td>
<td>Must be included or submission may be rejected</td>
</tr>
<tr>
<td>6 Exhibit A Mandatory EEO Language for Goods, Professional Services &amp; General Service Projects</td>
<td>Must be included or submission may be rejected</td>
</tr>
<tr>
<td>7 EEO/AA Evidence Disclosure</td>
<td>Must be included or submission may be rejected</td>
</tr>
<tr>
<td>8 Exhibit B Mandatory Equal Opportunity Language</td>
<td>Must be included or submission may be rejected</td>
</tr>
<tr>
<td>9 Construction Contracts Language “B”</td>
<td>Must be included or submission may be rejected</td>
</tr>
<tr>
<td>10 Rowan University Minority, Female &amp; Small Business Contractors</td>
<td>Must be included or submission may be rejected</td>
</tr>
<tr>
<td>11 New Jersey Policy Prohibiting Discrimination in the Workplace &amp; Model Procedures for Internal Complaints Alleging Discrimination in the Workplace, and Acknowledgement of Receipt.</td>
<td>Must be included or submission will be rejected</td>
</tr>
<tr>
<td><strong>Policy:</strong> Do not return with package</td>
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<tr>
<td><strong>Model Procedures:</strong> Do not return with package</td>
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**Note:** All documents listed are required whether the Bidder is a New Jersey entity or not.

Please direct any questions you may have on the above to the assigned buyer for this project.
Project Overview

Rowan University is seeking to contract with a firm(s) for the purchase, delivery and installation of mattresses for student housing facilities at the main campus in Glassboro, NJ.

The University does not guarantee any minimum order in relation to this contract. Orders will be placed as needs arise.

I. SCOPE OF WORK

A. Product Materials Requirements:
   1. All mattresses will be of high quality and must be designed specifically for use in a residence hall setting on spring base beds.
   2. Mattress shall be sized to fit an extra-long twin bed typical in residence hall use. A finished size of 36” x 80” with a thickness of 7 ¼” is desirable (minor variances from this size that do not impact functionality are acceptable).
   3. Mattresses shall be new, clean and free from defects of materials and workmanship.
   4. The outer lining of the mattresses must be made of a waterproof, antibacterial, antifungal and easy to clean material.
   5. Mattresses must be designed with bed bug resistant features such as inverted seams and bed bug resistant venting.
   6. Mattresses must meet all legal requirements and standards related to flammability under federal and New Jersey law. In addition, documentation of passing the tests related to the following flammability standards must be submitted with vendor’s proposal:
      b. Consumer Product Safety Commission 16 CFR, Part 1633 Standard for the Flammability (Open Flame) or Mattress Sets
      c. California Technical Bulletin TB 129 Flammability Test for Mattresses for Use in Public Buildings

B. Delivery and Installation Requirements:
   1. Awarded vendor shall provide all freight and labor to deliver mattresses to the Rowan University campus in Glassboro, NJ. Freight, delivery and installation costs are the sole responsibility of the awarded vendor and include unloading and uncrating mattresses and disposal of all packing material off-site. For orders of 49 or fewer mattresses, delivery may be to a single delivery site. For orders of 50 or more, installation to individual beds in the housing facilities on campus may be required at the discretion of the University.
   2. Vendor or delivery sub-contractor must certify that installation personnel are paid in accordance with the New Jersey state prevailing wage requirements.
   3. All mattresses must be delivered sealed in plastic wrap. No more than 2 mattresses should be sealed together. All orders requiring vendor installation must include uncrating of mattresses from plastic before installation, and disposal of plastic material off-campus. Any damage to mattresses during the uncrating process will be the responsibility of the vendor. Damaged items must be replaced in a timely fashion.

C. Samples Required:
   1. Vendors may be required to submit samples of mattresses proposed prior to final project award.

D. Warranties:
1. All Vendors must submit/include any/all warranty information with proposal submissions whether it is expressed or implied.

E. Invoicing:
   1. Rowan University will not allow nor pay any additional costs or surcharges on vendor invoices not already noted on the Proposal Form.
   2. The University reserves the right to review any invoice of the awarded vendor.
      a. Separate invoices shall be submitted for each order.
      b. Billing shall occur in a timely manner.

II. PRICING
A. Proposals must include prices to be paid per mattress. If discounts are offered for volume orders, the price list should clearly indicate the quantity required to be eligible for discounts. Any annual cost escalations must be clearly indicated as well.
B. Pricing shall include all costs for freight and delivery and installation in a flat price per mattress.

III. GENERAL SERVICE CONTRACT TERMS & CONDITIONS
A. Guarantee: The awarded vendor(s) shall fully guarantee all workmanship and parts furnished and installed under this contract against defect for one (1) year after completion. Defects will be repaired or replaced at no charge to Rowan University.
B. Vendor(s) shall supply Rowan University with all warranty information whether it be expressed or implied.
C. Vendor(s) shall take no actions that may void any manufacturer warranty.
D. All equipment, parts and/or supplies used shall be new and original equipment manufacturer (OEM).
E. The vendor(s) is responsible for properly disposing of any materials removed or replaced. In addition, any areas disturbed should be restored to their original condition.
F. The University reserves the right to make all final decisions to determine whether to proceed with repair or replacement of any equipment.
G. All contracts between the awarded vendor(s) and Rowan University will be for the purpose of setting prices and services to be provided and the term that they are valid. No minimal amount of work will be guaranteed.
H. If awarded vendor(s) is summoned for work he/she shall report and sign in and out with the Director of Housing Systems and Logistics or designee upon arriving and departing from Rowan University campus.

IV. TERM OF CONTRACT:
A. The anticipated contractual period will be for one (1) year with two (2) possible renewals of one year each, subject to budgetary approval on a yearly basis. Rowan University reserves the right to alter this time period upon review of all proposals.
   
   **NOTE:** In order to better align with Rowan’s fiscal year, the first year of the initial proposed contract will begin on July 1st, 2018. All possible subsequent years (2-3) will run from July 1st of the applicable year and end on June 30th of the following year.
B. The University reserves the right to terminate the awarded vendor’s services for cause or convenience at any time during the term of the contract.
C. In the event that services are terminated by the University written notice will be provided thirty (30) days in advance of termination date.
D. The awarded vendor may not assign sell or sub-contract its obligations under the contract to any third party without prior approval in writing by the University.

E. In the event that the contract is terminated either by contract expiration or by voluntary termination by the University, the vendor must continue all services until new services become completely operational or new service provider is in place.

F. The vendor will be responsible for any additional costs incurred by the University in utilizing any replacement firm.

V. PROCEDURAL REQUIREMENTS AND AMENDMENTS

A. The vendor shall comply with all procedural instructions that may be issued from time to time by the University.

B. During the period of the contract, no changes are permitted in any of these conditions and specifications unless the vendor receives written approval from the University.

C. Should the vendor find at any time that existing conditions make modification in requirements desirable, he shall promptly report such matter to the University for consideration and decision.

D. The vendor is advised that asbestos, PCBs and other hazardous substances are present on Rowan University's campuses.

   1. In encountering any of these known or suspected hazardous substances, the vendor must stop work immediately, notify the Director of Environmental Health & Safety and follow University directions or instructions.

   2. The vendor must comply with all State and federal regulations regarding handling and disposal of all contaminated waste materials they generate on the campus.

   3. Material Safety Data Sheets (MSDS) must be furnished on all products/materials, which require them under the provisions of the New Jersey Worker and Community Right to Know Act or the OSHA Hazard Communications Standard.

E. The vendor, or his authorized representatives, shall meet periodically with the Director of Housing Systems and Logistics or their designee to discuss the services and to make amendments or changes in procedures and operations as may be found necessary.

F. The vendor shall comply with all federal, state or local laws now in effect or hereinafter promulgated which apply to the operations herein specified.

G. At the sole discretion of the University, if the primary contractor has been found to be at the limit of his capability to provide sufficient manpower and or supervision in an effective manner, the University will assign any additional work schedule to be performed in that given time period to the contractor that placed second in the scoring. Also, the University reserves the right to secure pricing from all of the top three (3) scored respondents to the RFP for any project. In this instance the work will be awarded based either on lowest Not to Exceed Time and Material price or Lump Sum price depending on the pricing method chosen by the University.

VI. Vendor Personnel

A. While on University property:

   1. All personnel shall observe all rules and regulations in effect at Rowan University governing safety and personal conduct.

   2. Vendor employees shall be subject to control of the University but under no circumstances, shall such persons be deemed to be employees of the University.

B. The vendor or his personnel shall not represent themselves or be considered as employees of Rowan University or the State of New Jersey.
C. CRIMINAL BACKGROUND CHECKS ARE MANDATORY for all non-university personnel performing work on the Rowan University Campus. Vendors, consultants, contractors and subcontractors are required to take all reasonable steps to assure that their employees do not represent a threat to the campus community. Failure to comply with this requirement may result in immediate termination of any award or contract.

D. If subcontractors are planned to be used, this should be clearly explained in the bid. However, the prime vendor will be responsible for contract performance whether or not subcontractors are used.

E. The bidder shall be solely responsible for all damage or unauthorized destruction to any Rowan University buildings, equipment, premises or facilities; lease, lent, or in the care, custody or control of the University or State.

F. While on University premises, all vendor employees must wear attire that identifies them as vendor’s employee with identification visible.

G. The Vendor shall remove from the Rowan University work place, any of its employees who are found to be unacceptable by the University. Such requests will not be unreasonable.

VII. COMPLIANCE LAWS

The awarded vendor(s) shall comply with all local, state and federal laws, rules and regulations, inclusive of those specific to only Rowan, applicable to this contract and to the work to be done hereunder. Including, but not limited to:

A. All work under this contract shall be done in strict accordance with all applicable federal, state, and local regulations, standards, and codes governing hazard abatement and any other trade work done in conjunction with the abatement.

1. The most recent edition of any relevant regulation, standard, document, or code shall be in effect.

2. Where conflict among the requirements or with these specifications exists the most stringent requirements shall be utilized.

B. Vendors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

C. If awarded a contract, winning vendor will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

D. Rowan University is committed to affirmative action and equal opportunity in all areas of operation. Those submitting proposals must certify that their company has an updated affirmative action/equal opportunity program.

E. This project is subject to requirements of the “New Jersey Prevailing Wage Act,” P.L. 1963, c. 150 (C.34:11-56.25 et seq.). Additional information regarding Prevailing Wage and Wage rates can be found at: http://lwd.dol.state.nj.us/labor/wagehour/lawregs/prevailing_wage_law.html.

F. All vendors submitting proposals must not be barred or otherwise suspended from doing business with government entities as evidenced by the SAM (System for Award Management) database, fka EPLS.

G. All vendors shall be able to comply with the requirements of Public Law 2005, Chapter 51, N.J.S.A. 19:44A-20.13-25 (Formerly Executive Order 134) and Executive Order 117 (2008).

VIII. REPRESENTATIONS AND WARRANTIES

In submitting a proposal for this offering, the vendor expressly warrants that

A. The vendor has legal capacity to execute and perform any Agreement arising from this RFP.

B. Any Agreement arising from the award of this RFP is a valid and binding Agreement enforceable against the vendor according to its terms.
C. The execution and performance of an agreement by the vendor does not, and shall not, violate or conflict with the terms of any existing Agreement or understanding of which the vendor is a party.

D. The execution and performance of an Agreement by the vendor does not, and shall not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding the vendor.

E. The vendor knows of no reason why the vendor is in any way, physically, legally, or otherwise, precluded from performing the obligations under an Agreement arising from this RFP, in accordance with its terms, including without limitation those relating to health and safety.

F. Such warranties shall survive and shall not be deemed waived by delivery or acceptance of, or payment for the goods and services.

G. The proposer warrants and represents that any needed equipment, when delivered, shall meet or exceed all applicable standards as mandated by State and Federal regulation.

IX. INDEMNITY

A. The awarded vendor agrees to indemnify, protect, save harmless, and defend Rowan University, its governors, officers, employees, and agents from and against any and all claims, losses, costs, damages, and expenses, including legal costs and attorneys' fees, and demands of any kind whatsoever, whether for bodily injury, including death, damage to property, including the loss of use thereof, loss of business, otherwise resulting from or arising out of operations, services, or work performed by the Proposer, its agents or employees, alone or with others, or resulting from or arising out of services provided jointly by the Proposer, its agents or employees, or through any act or omission on the part of the Proposer, its agents or employees, or servants.

B. Vendor shall reimburse, and make good to the University all monies, which the University or its representative shall pay, or cause to be paid, or become liable to pay, by reason of such claims, or in connection with any litigation, investigation or other matters connected therewith.

C. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

IV. INSURANCE REQUIREMENTS

A. Vendor agrees to obtain and maintain, at its sole expense, the insurance coverage described below. All insurance must be placed with an insurance company licensed to conduct business in the State of New Jersey and maintaining an A.M. Best Rating of “A” or better with a financial size rating of Class XI or larger. All insurance required herein shall be written on an Occurrence basis, unless otherwise noted, shall contain a waiver of subrogation in favor of Rowan University and the State of New Jersey, and will be in effect no later than 12:01 A.M. at the start of the day of the contract and must remain in effect for the duration of the contract, including any extensions.

B. Vendor agrees that no insurance policy will be cancelled, reduced, or revised without thirty (30) days prior written notice to Rowan University. In addition, required insurance will be primary to any other insurance available and any limitations of Vendor’s insurance will not relieve the Vendor of its indemnification responsibilities to Rowan University and the State of New Jersey per Section VIII. Indemnity.

C. Insurance Required:

1. Workers' Compensation Insurance with statutory limits applicable to the laws of the State of New Jersey and any other State or Federal jurisdiction required to protect the employee of Vendor who will be engaged in the performance of work under this contract.

2. Employers' Liability Protection with a limit of liability not less than one million dollars ($1,000,000) bodily injury, each occurrence; one million dollars ($1,000,000) disease, each employee; and one million dollars ($1,000,000) disease, aggregate limit.
3. Commercial General Liability written on a current ISO Occurrence Form or equivalent. The General Liability policy will include, but not be limited to, coverage for bodily injury (including death) and property damage arising from premises and operations liability, products and completed operations liability, personal injury and advertising liability, sexual abuse and molestation, contractual liability, and fire legal liability. Vendor agrees to maintain the following general liability limits of coverage:

- per occurrence ........................................................................................................... $1,000,000
- products/completed operations aggregate............................................................... $3,000,000
- personal and advertising injury................................................................................. $1,000,000
- general aggregate...................................................................................................... $3,000,000

A “per location or Project endorsement” shall be included so that the general aggregate limit applies separately to the Rowan location or Project.

4. Comprehensive Automobile Liability written on an occurrence basis covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars ($1,000,000) per occurrence.

5. Excess Liability, umbrella insurance, follow form, applying excess of the commercial general liability, commercial automobile liability and employer’s liability insurance in minimum amounts of one million dollars ($1,000,000) per occurrence, one million dollars ($1,000,000) general aggregate, and one million dollars ($1,000,000) products/completed operations.

6. Pollution Legal Liability insurance policy, if applicable to the services performed under this contract, in minimum amounts of two million dollars ($2,000,000) per occurrence. If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for losses that occurred during, or as a result of, the provision of Vendor’s services under this contract, but are not discovered until after completion of services under this contract.

7. Professional (Errors & Omissions) Liability insurance, if applicable, in minimum amounts of two million dollars ($2,000,000) per claim. If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for losses that result from the professional services provided during the term of this contract regardless of when a claim is made.

D. The General Liability, Automobile Liability and Pollution Legal Liability policies shall each name Rowan University and the State of New Jersey as additional insureds.

E. Vendor shall bear all costs of all policy deductibles.

F. Vendor may, if they so desire, include with their proposal the applicable certificates of insurance. This will expedite the contract award process for the awarded vendor.

G. Within ten (10) days after receipt of notice of intent to award contract, and if applicable, annually thereafter until contract termination, Vendor will furnish Rowan University with Certificates of Insurance evidencing all required insurance.

1. Certificates must evidence the Additional Insured language.

2. Certificates will be submitted to the Senior Director of Contracting and Procurement, Rowan University, 201 Mullica Hill Road, Glassboro, NJ 08028.

H. The awarded vendor shall assume all responsibility for its actions and those of anyone else working for it while engaged in or traveling to or from any activity connected with this agreement. The successful proposer agrees to defend, indemnify, and hold harmless Rowan University and its officers, agents, staff members and employees, from all actions, claims, and demands whatsoever that may be asserted by, or on behalf of anyone, against the University, its officers, agents, staff members and employees because or as a result of, any accident, injury or illness that may occur to or be sustained by any person, agency, or company
that arises out of the activities conducted under this RFP by the proposer, their employees or anyone acting on the proposer's behalf.

I. Rowan University, as a State funded University, will not indemnify vendors in any form.

X. **DEFAULT**

In case of failure to deliver goods or services in accordance with the contract(s) terms and conditions, Rowan University, after due oral or written notice, may procure substitute goods or service from other sources and hold the vendor(s) responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other solution, which Rowan University may have.

XI. **SALE OR BANKRUPTCY OF BUSINESS**

A. If during the life of this Agreement, the awarded vendor disposes of its business by sale, transfer, force of law or by any means to another party, all obligations are transferred to such purchaser. In this event, the new owner(s) may, in Rowan University' discretion, be required to submit a performance bond in the amount of the value of services to be delivered pursuant to this Agreement.

B. In the event of the institution of any proceedings by or against the awarded vendor, voluntarily or involuntarily, in bankruptcy or insolvency, or under the provisions of the Federal Bankruptcy Act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors of the property of the vendor, Rowan University shall have, in addition to the rights previously stated, the right to cancel this Agreement forthwith.

XII. **GENERAL**

A. Rowan University may need to issue one or more addenda related to this RFP. Such addenda shall be added to the original RFP document and posted on the: [Contracting & Procurement Department website](#). It will be the responsibility of the prospective vendors and other interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

B. Short procedural inquiries may be accepted by telephone by the buyer noted for this project. However, oral explanations or instructions given over the telephone shall not be binding upon the University. Proposers shall not contact any person within the University directly, in person, or by telephone, other than the assigned buyer, concerning this project.

C. If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture shall be submitted with the joint venture’s submission.

D. The awarded firm may not assign sell or sub-contract its obligations under the contract to any third party without prior approval in writing by the University.

E. Any modifications to the bid document, prior to award, may invalidate the entire submission.

F. Rowan reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for Rowan.

G. Rowan reserves the right to suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, Rowan may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

H. **Patents:** The Suppliers shall hold and save the University, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense for or on account of any patented or unpatented invention, article, or applicable manufacturer or use in materials and forms
of construction as will satisfy the University’s requirements.

I. Submission as Public Information and Property of Rowan

Submissions will be held confidential during the bid process until such time as the final contract is executed, upon such time the bid submittals may be subject to the Open Public Records Act for non-propriety information. **It is the responsibility of the prospective vendor to indicate what submitted information is proprietary.**

J. All submissions will become the property of Rowan. Submitted packages will not be returned to respondents unless they are received late.

K. In submitting a bid, the Vendor agrees, unless specifically authorized in writing by an authorized representative of Rowan University on a case by case basis, that it shall have no right to use, and shall not use, the name of Rowan University, its officials or employees, or the Seal of the University:
   1. In any advertising, publicity, promotion;
   2. To express or imply any endorsement of agency’s services;
   3. To use the name of the State, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University.

L. The preparation of a bid shall be at the expense of the respondent. Rowan University will not reimburse firms for any costs associated with the preparation or submittal of a response.

M. Rowan University does not allow payment of attorney fees for litigation regardless of disposition of matter.

N. By responding to this RFP, firms acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.

O. Submissions which, in the sole judgment of Rowan, fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

P. Rowan University will not accept jurisdiction in any State except New Jersey.

Q. The vendor shall be solely responsible for all damage or unauthorized destruction to any Rowan University buildings, equipment, premises or facilities; lease, lent, or in the care, custody or control of the University or State.

R. Rowan University reserves the right to reject any or all submissions or to award in whole or in part if deemed in the best interest of the University to do so.

S. This RFP is not binding on the University.

T. Protest of restrictive specifications or improprieties in the solicitation, by an interested party, must be received by the Procurement Department in writing not less than ten (10) working days before the closing date for receipt of submissions.

U. Unless specifically noted within this RFP, [Rowan’s Standard Terms and Conditions](#) take precedence over any special terms and conditions contained in this RFP.

V. Proposers assume sole responsibility for the complete effort required in this RFP. No special consideration shall be given after proposals are opened because of a proposer’s failure to be knowledgeable of all the requirements of this RFP. By submitting a bid in response to this offering, the proposer represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

W. Rowan University has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Senior Director of Contracting and Procurement (Senior Director) shall provide advanced, written notice to the vendor.
   1. Upon receipt of such written notice, the vendor will submit, within five (5) working days to the Senior Director of Contracting & Procurement, an itemization of the work effort already
completed by task or subtasks. The vendor shall be compensated for such work effort according to the applicable portions of its cost proposal.

X. The Senior Director may, for valid reason, issue a stop order directing the vendor to suspend work under the contract for a specific time. The vendor shall be paid until the effective date of the stop order. The vendor shall resume work upon the date specified in the stop order or upon such other date as the Senior Director may thereafter direct in writing. The period of suspension shall be deemed added to the vendor’s approved schedule of performance. The Senior Director and the vendor shall negotiate an equitable adjustment, if any, to the contract price.

Y. Rowan University reserves the right to cancel this contract with thirty (30) days written notice to the vendor(s) with or without cause.

Z. No party, including any respondent to this RFP, is granted any rights hereunder.

AA. The proposal submitted by the vendor shall be binding on the vendor.

BB. Rowan University reserves the right to seek clarification and additional information at any point in connection with vendor information or other communication regarding this RFP.

XIII. **SUBMISSION REQUIREMENTS**

Submissions should provide a straightforward and concise delineation of the respondent proposal and commitment to satisfy the requirements of the IFB.

A. Proposer’s submissions should include all information noted in the sections above and on the Required Procurement Documents (page 3) as well as the following information.

B. In order to be considered, vendors must submit a complete electronic copy in response to this IFB by form of email, USB, or CD drive via mail to our office. Complete responses should include all information as requested in the Required Procurement Documents sections of this IFB and should also address all requirements otherwise listed in this document. **PLEASE DO NOT SUBMIT PAPER COPIES.**

C. Proposals submitted in any other format other than as listed below will be considered informal and may be rejected.

D. The IFB should be concise and shall be organized in a manner so the selection committee may quickly access pertinent information. Every effort should be made to avoid duplicating the information presented in the IFB. The IFB must include and will be evaluated based on the following criteria. Each team’s IFB must include an index and be organized by discrete sections corresponding to the criteria and in the same order as listed below

1. **Capacity to provide all required furniture and services:**
   a. If submitting an alternate manufacture, comparably delineated specification sheets must be submitted with bid.

2. **Pricing:** As outlined throughout this IFB.

3. **References:** Provide a listing of at least three (3) references from current (at least three) and former clients at institutions similar to Rowan University that the University may contact regarding previous work completed.
   a. Include the name and address of the client and the length of the relationship.
   b. Include name, title and telephone number of a contact person at each institution.
   c. The University reserves the right, but is not obligated to, contact any organization

D. Conditional proposals will not be considered.

E. USB or CD submissions must be placed in a sealed envelope and clearly labeled with the title “18-49 Residence Hall Mattresses” and the vendor’s name and business address.
Contract Deliverables and Requirements

NOTE: THE UNIVERSITY IS NOW ONLY ACCEPTING ELECTRONIC BID SUBMISSIONS. ELECTRONIC SUBMISSIONS WILL BE CONSIDERED AS ORIGINALS AND WILL BE UTILIZED AS THE OFFICIAL DOCUMENTATION FOR EVALUATION AND CONSIDERATION BY THE UNIVERSITY. EVERY REASONABLE EFFORT SHOULD BE MADE SO THEY ARE COHERENT AND EASILY VIEWABLE. ALL REQUIRED DOCUMENTS PERTAINING TO THIS OFFERING MUST BE INCLUDED IN THE ELECTRONIC SUBMISSION.

Instructions:

In order to be considered for the award, vendors must proceed with the following submission options:

Submission Option #1: Submit bid via email to bids@rowan.edu
- Enter the Bid Name and Company Name in the Subject Line
- **DO NOT PROVIDE LINKS OR ANY EXTERNAL LOCATIONS FOR FILES TO BE DOWNLOADED OR RETRIEVED, THE UNIVERSITY WILL REJECT ANY SUBMISSIONS SENT IN THIS MANNER**

Submission Option #2: Mail an envelope to the office of Contracting & Procurement with a USB drive or CD enclosed containing the bid submission (Note: The University is not responsible for USB or CD drives that contain no information or fail upon use).
- Please label all outermost submission packages as follows:
  - **IFB 18-49 Residence Hall Mattresses**
  - **Contracting & Procurement address:**
    Bunce Hall, Suite 208
    Rowan University
    201 Mullica Hill Road
    Glassboro, NJ 08028
- **Submit bids no later than 2:00 p.m. on submission due date.**

Respondents are cautioned that reliance on the US Postal Service, other mail delivery, and/or courier service for timely delivery of submissions is at their own risk. Mailing submissions should allow for normal mail delivery time and internal circulation within the University to ensure the timely receipt of their submissions by the Purchasing Office. The University will not be responsible for submissions which do not meet the IFB deadline.
Evaluation and Selection Criteria:
An initial screening of all submissions will be conducted to determine overall responsiveness. Submissions determined to be incomplete or non-responsive may be disqualified.

Selection of the awarded vendor(s) shall be based solely on the Review Committee’s evaluation of the submissions and the criteria set forth above. Rowan reserves the right to interview the respondents. Rowan also reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for Rowan. In addition, Rowan reserves the right to suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, Rowan may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

Submission of a Proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer who is determined to be the most advantageous to the University.

By responding to this RFP, firms acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.

Requests for Clarification by the University: The University may request that any proponent clarify or supplement any information contained in any Proposal. Proposers are required to provide a written response within two (2) business days of receipt of any request for clarification by the University.

The award of this RFP will be based upon a review and analysis of all proposals to determine which proposal/proposals best meet the University’s needs. The contract award will be based on a points-earned matrix derived from a service and financial evaluation.

Firms will be awarded points in the following categories:

<table>
<thead>
<tr>
<th>Category</th>
<th>Potential Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expertise and Capacity of the Vendor</td>
<td>0-20</td>
</tr>
<tr>
<td>Price</td>
<td>0-40</td>
</tr>
<tr>
<td>Quality and Features of Proposed Mattress</td>
<td>0-40</td>
</tr>
</tbody>
</table>
Please provide at least three (3) references:

<table>
<thead>
<tr>
<th>Name &amp; Address of Current Client</th>
<th>Length of Relationship</th>
<th>Name &amp; Phone # of Contact</th>
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<tbody>
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</table>
The proposer states that he/she has carefully examined the specifications of RFP 18-49, Residence Hall Mattresses and has fully informed himself/herself regarding all conditions of this RFP.

Proposer’s signature below attests that he/she is familiar with all aspects of this contract and the services to be provided and hereby proposes to furnish all labor, material, equipment & services necessary to complete the work of the particular contract as noted on the following page.

<table>
<thead>
<tr>
<th>Print Name &amp; Title</th>
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<table>
<thead>
<tr>
<th>Vendor Name</th>
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<table>
<thead>
<tr>
<th>Address</th>
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<table>
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<tr>
<th>Proposer’s Signature</th>
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</table>

Any and all changes made to this proposal page must be initialed and dated by the Proposer. No edit(s) will be accepted without Proposer’s initials and date, next to any and all corrections.

<table>
<thead>
<tr>
<th>Price per Mattress</th>
<th>$</th>
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</thead>
<tbody>
<tr>
<td>Quantity Required</td>
<td></td>
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<tr>
<td>Discount</td>
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