Request for Proposals
For
Athletic Apparel & Equipment
For Rowan University
2014-2015 School Year

RFP 14-44
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Administrative Information

Institution Contacts:

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

“RFP 14-44 Athletic Apparel & Equipment”

Inquiries will not be accepted by telephone. All questions submitted will be answered on the Contracting & Procurement Department website on the date indicated below: The Office of Contracting and Procurement Website.

Questions or inquiries should be sent to bids@rowan.edu

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

Christina M. Haley
Procurement Specialist
E-mail: haley@rowan.edu

Due Date:

Proposals must be received no later than June 17th, at 4:00 p.m. Contracting and Procurement Office, located at Rowan University, 201 Mullica Hill Road, 136 Linden Hall, Glassboro, NJ 08028.

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

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

Schedule of RFP Events:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Request for Proposals Issued</td>
<td>5/30/14</td>
</tr>
<tr>
<td>Questions Due</td>
<td>6/6/14</td>
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<tr>
<td>Answers Posted to the website</td>
<td>6/10/14</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>6/17/14 @ 4:00 p.m.</td>
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Project Overview

Rowan University is seeking to award a contract to a vendor or vendors for the exclusive right to supply Logo/Brand Name Athletic Apparel, Uniforms and Accessory Products to the Rowan University Athletic Department.

I. SCOPE OF SERVICES
A. Products:
Examples of equipment, uniform, athletic apparel and accessory products which are included in the RFP are listed below – however, this list may not be exhaustive:
- Team uniforms – brown, gold, white
- Practice gear – shorts, t-shirts
- Competition shoes – cleats, turf, training, basketball, volleyball, track, slides
- Training shoes
- Team travel/warm-up suits
- Sweat pants & sweat shirts
- Coaching gear – shorts, pants, polo shirts
- Coaching shoes
- Travel bags
- Strength and condition equipment
- Miscellaneous – socks, etc.

The following sports are covered in the RFP:
- Field Hockey
- Men & Women’s Soccer
- Men & Women’s Cross Country
- Volleyball
- Men & Women’s Basketball
- Men & Women’s Swimming / Diving
- Women’s Lacrosse
- Baseball
- Softball
- Men & Women’s Track & Field
- Football

NOTE: The University reserves the right to incorporate other sports into this RFP. The University also reserves the right to add or delete programs to the above list, as determined necessary by the Rowan University Athletic Department.

B. Purchase Order Number(s) must appear on all invoices.
C. All invoices must have corresponding sport or group name and should reflect order sheet.
D. Invoices must include the following:
   1. Ship to address: Rowan University Team House
   2. Specific description of items purchased
   3. Pricing as awarded by RFP
      • Invoices will not be paid if the listed price does not match what was listed on Requested Equipment Quote form.
E. Vendors must complete Attachment B of the RFP Document.
F. Awarded vendor must supply merchandise catalogs and order forms.
G. **Ordering:**
   1. Vendor will need to meet with each coach per season to help create Requested Equipment Quote forms.
   2. These forms after having quotes provided via email to the Athletics Business Manager will need to be approved by the Athletic Director before the equipment is ordered.
   3. All ordering will be done via email sent from the Athletics Business Manager; no other orders or changes should be accepted from staff members.
   4. Vendor must supply dates for custom orders to have the items available before each season.

H. Vendor must meet with Athletic Director and Business Manager once a month.

I. The University is defining uniforms, apparel and supplies as follows:
   - Uniforms: Official game clothing
   - Apparel: Sweatshirts, shorts, jackets, hats, practice gear, etc.
   - Supplies: Knee pads, socks, sports bras, athletic supporters, etc.
   - Services: Screen printing, embroidery, etc.

J. All equipment/apparel/accessory products provided under this RFP must be new. Items which are used, demonstrators, obsolete, seconds or which have been discontinued are unacceptable.

K. **Warranties:**
   1. All Vendors must submit/include any/all warranty information with submissions whether it is expressed or implied
   2. Vendor shall guarantee the original purchase for a period of not less than one year from the date of purchase and acceptance by owner, that vendor will replace or repair any defective product during the guarantee period, excluding any item which has been subjected to accident, alterations, abuse, misuse or neglect by the University or its employees or that is caused by normal wear and tear.
   3. Any standard Manufacturer Guarantee or Warranty for a period longer than one year shall not be nullified by the above general guarantee

L. The vendor must be able to package and ship, in quantities specified, on a timely basis. Merchandise in each shipment must be pre-sorted and packaged by the vendor for distribution to team members. The vendor must guarantee that packaging and shipping shall provide adequate protection against damage and deterioration.

M. All quotations must be FOB destination, freight prepaid. Inside delivery is required.

N. Inspection of goods and services will be conducted by the Athletic Department Equipment Manager at point of delivery. Material not in accordance with specifications will be returned at the vendor’s expense. The University reserves, at its sole discretion, the determination as to whether products delivered meet University standards.

O. The awarded vendor must be able to deliver all standard products (unless printed) to the University’s athletic equipment room not more than fourteen days from the date of order.

P. Vendors must provide a proof of screen printing or embroidery to the Rowan University representative prior to printing. Vendors must use the University Athletic font, colors and logos for all printed goods. The trademarked logos cannot be altered reproduced or used outside of Rowan University.

Q. All vendors, by their proposal, certify that they will meet University’s graphic standards as set forth on the University website: [http://www.rowan.edu/advancement/publications/policy/](http://www.rowan.edu/advancement/publications/policy/).

R. All vendors, by their proposal, certify that they will meet the University’s Apparel Requirements as mandated by the State of New Jersey and as set forth on the University website.
II. **TERM OF CONTRACT:**
   A. The anticipated contractual period will be for three years* with three (3) possible renewals of one year each. Rowan University reserves the right to alter this time period upon review of all proposals.
   * To better align with Rowan’s fiscal year, the contract will commence the beginning of the next fiscal year, July 1, 2014 (Rowan’s fiscal year runs from July 1st through June 30th). Rowan will contract with the awarded vendor for goods and services procured from the date of award through the start date of the contract as necessary.
   B. This contract will take effect for the 2014-2015 school year. The pricing and contract will be effective from July 1, 2014 through June 30, 2016.
   C. The contractual period will be subject to budgetary approval on a yearly basis.

III. **PRICING**
   A. Bids must disclose and include any and all fees, costs or expenses to be charged for the goods and services provided.
   B. Pricing must be all inclusive. Separate delivery costs are not permitted.
   C. Delivery and any storage costs are the responsibility of the awarded vendor and must be incorporated in bid pricing and paid for by awarded vendor.
   D. Rowan University is exempt from sales or use taxes. Do not include them in calculating price.
   E. The vendor will arrange for the return of all erroneously ordered or shipped items at no cost to the University. There will be no restocking fee for returned items that were damaged or shipped by the vendor in error.

IV. **TERMINATION OF CONTRACT**
   A. The University reserves the right to terminate the awarded firm's services for cause at any time during the term of the contract.
   B. In the event that services are terminated by the University written notice will be provided thirty (30) days in advance of termination date.
   C. The vendor will be responsible for any additional costs incurred by the University in utilizing any replacement firm.

V. **PROCEDURAL REQUIREMENTS & AMENDMENTS**
   A. The awarded vendor will comply with all procedural instructions that may be issued from time to time by the Contracting Officer of the University or designee.
   B. During the contract period, no change is permitted in any of its conditions and specifications unless the awarded vendor receives written approval from the Contracting Officer or designee.
   C. Should the awarded vendor find at any time that existing conditions make modification in requirements desirable; it shall promptly report such matter to the Contracting Officer or respective designee of the University for consideration and decision.
   D. During the period of the contract or any extension thereof, the University reserves the right to add or delete specific services. The awarded vendor will be given thirty (30) days notice to effect requested changes.
   E. The awarded vendor’s engagement partner and/or manager may be required to meet periodically with the contracting officer or his/her representatives, to discuss services.
VI. INSURANCE REQUIREMENTS

A. **Proof of Insurance**: Vendors must document and detail their insurance coverage applicable to the services described herein. Such coverage must be adequate to sufficiently cover the services detailed herein and must include, at a minimum, general liability insurance coverage and professional liability insurance coverage.

B. Rowan University requires being named on any policy or certificate of insurance as an additional insured, along with the State of New Jersey, during the contract period and on all policies required after the contract is terminated. If requested, copies of the policy/policies will be provided, at no cost, upon request of the University.

C. 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 vendor shall carry sufficient insurance to protect it and the University from any property damage or bodily injury claims arising out of the contracted work.

D. The Bidder agrees to carry the insurance policies described herein and submit to Rowan University at execution of this Agreement evidence thereof in the form of current certificates of insurance clarifying all coverage. All policies and certificates of insurance, except workers' compensation, shall name Rowan University as an additional insured and provide for the insurer's waiver of subrogation in favor of Rowan University. The Bidder agrees to bear any self-insured retention or deductible for all policies herein. All affiliates shall contain the provision that the insurance shall not be canceled or reduced for any reason, except after thirty (30) days written notice.

E. The insurance coverage required shall be primary coverage and shall not relieve the Bidder of any liability where liability for injury, death, and property damage is greater than the insurance coverage.

F. Coverage may be provided through a combination of primary and excess policies. All carriers should be "A+" rated or better by A.M. Best Company. Maintenance of the minimum amounts of insurance listed should in no way be construed as limiting in any way the vendor's obligations to defend, indemnify and hold the University harmless as stipulated in the "Hold Harmless and Indemnification" section.

G. The Bidder agrees to obtain, pay for, and maintain Worker's Compensation Coverage and Employers' Liability insurance covering all their employees in accordance with the laws of the state of hire of said employees and for employers' liability for bodily injury by accident at a minimum limit of five hundred thousand dollars ($500,000) for Employers Liability, throughout the term of this Agreement, including any potential extension period, and provide evidence thereof.

H. The Bidder agrees to obtain, pay for, and maintain Comprehensive General Liability insurance coverage with a minimum of one million dollars ($1,000,000) combined single limit per occurrence, throughout the term of this Agreement, including any potential extension period, and provide evidence thereof. Such insurance shall be primary over other collectible insurance that may apply and shall include coverage for the indemnification required by this Agreement.

I. The successful bidder 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 bidder, their employees or anyone acting on the bidder's behalf.

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

K. The Bidder agrees to obtain, pay for, and maintain Business Automobile Liability insurance coverage for all owned, non-owned, or hired vehicles throughout the term of this Agreement, including any
potential extension period, and provide evidence thereof with at least one million dollars ($1,000,000) combined single limit per occurrence.

L. The Bidder shall submit to Rowan University annually and upon execution of this Agreement, an insurance certificate evidencing all coverage noted herein.

M. Evidence of current insurance coverage shall be provided in the form of a certificate, which shall be submitted no later than ten (10) days after receipt of notice of intent to award contract.

N. All required insurance coverage's must be in effect not later than 12:01 AM at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

O. Liability insurance must remain in effect for the duration of the contract, including any extensions, and for ninety days following termination of all work.

P. Vendors may, if they so desires, include with their proposal the applicable certificate of insurance. This will expedite the contract award process for the awarded vendor.

Q. The awarded vendor shall forward all Certificates to: Senior Director of Contracting & Procurement, Rowan University, and 201 Mullica Hill Road, Glassboro, NJ 08028.

R. Each policy of insurance should contain an endorsement as follows:

S. "It is understood and agreed that Insurance Company shall notify in writing, the Senior Director of Contracting & Procurement, Rowan University, thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy."

T. The successful applicant/vendor must have liability insurance sufficient to protect Rowan University from any liability arising out of services performed pursuant to this RFP throughout the term of this contract and for at least five (5) full years thereafter. In the event that vendor fails to provide liability insurance naming Rowan University as an additional insured, Rowan University may, at its option, procure equivalent insurance coverage and vendor shall be liable for the cost of the premium thereof. The obligations set forth in this provision shall survive the termination of the contract.

U. Policy/policies shall include coverage for claims made that may arise out of the activities described in this RFP and that may be presented while this policy is in force. Coverage shall cover any liability resulting from pollution or environmental contamination as determined by the University’s Risk Manager. The minimum acceptable coverage is $5,000,000. Any deductible shall not exceed $25,000.

VII. 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 proposal. 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. 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.

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

VIII. COMPLIANCE LAWS

A. The awarded vendor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the work to be done hereunder. Including, but not limited to:

1. 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.

2. 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.

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

B. All vendors submitting bids 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.

C. 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).

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

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

IX. REPRESENTATIONS AND WARRANTIES

In submitting a bid 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 will 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 will 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 vendor warrants and represents that the equipment, when delivered, shall meet or exceed all applicable standards as mandated by State and Federal regulation.

X. 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 attorney fees, and demands of any kind whatsoever, whether for bodily injury, including death, damage to property, including the loss of 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 servants.

B. Vendor shall reimburse, and make good to the University all monies, which the University or its representatives 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.

XI. 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 contractor(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.

XII. 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.

XIII. 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 at:

http://www.rowan.edu/adminfinance/controller/purchasing/bids/advertisements.html

It will be the responsibility of the prospective contractors 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. Bidders 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 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. Rowan reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for Rowan.
F. 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.

G. 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.

H. 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 nonpropriety information. It is the responsibility of the prospective vendor to indicate what submitted information is proprietary.

I. All submissions will become the property of Rowan. Submitted packages will not be returned to respondents.

J. 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.

K. 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.

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

M. 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.

N. 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.

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

P. 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.

Q. 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.

R. This RFP is not binding on the University.

S. 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.

T. The bidder is required to carefully examine the work proposed, the specifications and any drawings for the work, and to compute the quantities of labor or material entering therein, and to determine for himself, the difficulties incidental to the prosecution of the work, and the presentation of a bid shall be considered as conclusive evidence of such examination.
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. Bidders assume sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder’s failure to be knowledgeable of all the requirements of this RFP. By submitting a bid in response to this offering, the bidder 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.

XIV. SUBMISSION REQUIREMENTS

A. Conditional submissions will not be considered.

B. Provide a listing of at least five (5) references from current and former clients at institutions similar to Rowan University. Please include name, title and telephone number of a contact person at each institution. The University reserves the right, but is not obligated to, contact any organization or institution as a reference.

C. Bid submissions must include a history of experience in projects of this nature – similar size and complexity. Supplier must demonstrate success in previous projects of a similar size.

D. Bids should include all information requested in Addendum A (Required Documentation) of this RFP and should also address services listed in the Scope of Services, Submission Requirements and other sections above.

E. Proposals must be placed in a sealed envelope and clearly labeled with the title “RFP 14-44 Athletic Apparel & Equipment” and the firm’s name and business address. Each submission must be accompanied by a letter of transmittal not exceeding two (2) pages. The letter must include the full legal name and business address of the firm.

F. Rowan reserves the right to reject any or all submissions, to waive any requirements of the RFP and to modify or amend, with the consent of the respondent, submissions.

G. Each proposal must be accompanied by a letter of transmittal not exceeding two (2) pages to address the requirements and evaluation criteria of this RFP.

H. Additional incentives (as noted in the evaluation criteria below) could include items such as product credits for accomplishments such as teams entering NCAA Tournament or Coach of the Year.
designation; fundraising support provided to the University’s athletic department; scholarships; fee for 100% exclusivity, activation fund (promotional), or any other incentives the vendor would want to offer for consideration.

I. Rowan University reserves the right to reject all proposals, award in part, or to award to more than one vendor. In the case of tie bids, orders shall be awarded to the vendor(s) best meeting the University’s needs.

J. Vendors may present any individual, or combination of, the discounts illustrated below, or create their own discount proposals.

K. NOTE: Any vendor using volume of percentage (%) discounts must submit a catalog with their proposal which lists all products being offered to include unit pricing.
**Contract Deliverables and Requirements**

**Instructions:**

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

Respondents are cautioned that reliance on the US Postal Service, other mail delivery, and/or courier service for timely delivery of proposals is at their risk. Failure by a Respondent’s submission to reach the University by the prescribed time will result in a return of the unopened submission. 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 RFP deadline.

Submit one original and **three (3)** copies of your proposal to be received no later than **4:00 p.m.** of the due date to:

**Procurement Department**
Linden Hall, Suite 136
Rowan University
201 Mullica Hill Road
Glassboro, NJ 08028

**Note:**

The required forms on ‘Addendum A’ of this RFP need to be in the original submission. However, copies of bid submissions do not need to contain the required forms on ‘Addendum A’.

The only exception is the Proposal Page, which needs to be included in the original, and all copies of the submissions for evaluation purposes.

**Please label all Proposals:** *RFP 14-44 for Athletic Apparel & Equipment for Rowan University*

**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 will be disqualified. **Submissions must include all information requested in Addendum A (Required Documentation) of this IFB.**

Selection of the awarded vendor 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.

Award shall be made to the responsible proposer who is determined to be the most advantageous to the University. It is anticipated that the University will award to the lowest bidder of the submitted products or approved equals.
Evaluation and Selection Criteria:
Submissions will be evaluated on the basis of points received by the review committee.

Vendors will be awarded points in the following categories:

<table>
<thead>
<tr>
<th>Point Categories</th>
<th>Number of Points Possible</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Pricing</td>
<td>30</td>
</tr>
<tr>
<td>2. Discount*</td>
<td>20</td>
</tr>
<tr>
<td>3. Experience including References</td>
<td>25</td>
</tr>
<tr>
<td>4. Additional Incentives**</td>
<td>25</td>
</tr>
</tbody>
</table>

*Sample Discounts could be:
- Volume: 15% on all products
- Tiered: Purchases up to $100,000 will receive a 15% discount
  - $100,001 - $450,000 will receive an 18% discount
  - $150,001 and up will receive a 22% discount
- Product Line: Uniforms will receive 10% discount
  - Equipment will receive 15% discount
  - Accessories will receive 18% discount

**Sample additional Incentives may include, but are not limited to:
- Fees for 100% exclusivity
- Incentive Bonuses tied to annual expenditure thresholds
- Promotional Merchandise

Vendors must provide a separate, signed proposal page outlining any proposed discounts from clothing manufacturer (such as Nike, Under Armor, etc.)
The undersigned bidder, in response to Rowan University’s Request for Proposal for Athletic Apparel & Equipment, RFP 14-44, having carefully examined the proposal documents and being familiar with the conditions surrounding the proposed project, hereby proposes to provide such products and/or services meeting the requirements outlined in this RFP, in accordance with the proposal attached hereto.

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, or proposers, who are determined to be the most advantageous to the University.

Signature: 

Name: 

Company Name: 

Address: 

Phone #: 

E-mail: 
Addendum A – Goods, Professional Services and General Service Projects
UNLESS NOTED OTHERWISE, ALL APPLICABLE ITEMS MUST BE RETURNED WITH SUBMISSION PACKAGE OR SUBMISSION WILL BE REJECTED

1. ✗ Rowan University Terms & Conditions: Do Not Return with Package
2. ✗ Proposal Pages and Addendum B
3. ✗ Non-Collusion Affidavit
4. ✗ Ownership Disclosure Form
5. ✗ Vendor Certification and Disclosure of Political Contributions Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117
   Instructions: Do not return with package
6. ✗ Vendor Certification and Disclosure of Political Contributions Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117
   Application - Return with package
7. ✗ New Jersey Business Registration Certificate All New Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue, prior to conducting business with the State of New Jersey. Vendors can check the status of their BRC here.
8. ✗ Taxpayer Identification Request (W-9 Form)
9. ✗ Exhibit A Mandatory EEO Language for Goods, Professional Services & General Service Projects
10. ✗ Public Works Certificate
11. ✗ Mandatory Equal Employment Opportunity Language: Exhibit B
    a. Construction Contracts Language “B”
    b. Rowan University Minority, Female, & Small Business Vendors
    c. Affidavit of Outreach & Subcontractor Data Sheet
12. ✗ EEO/AA Evidence Disclosure
    • Policy: Do not return with package
    • Model Procedures: Do not return with package
    • Acknowledgement of Receipt: Return with package

OPTIONAL DOCUMENTS
New Jersey Small Business Set-Aside Program Application

All forms and/or links are available at The Office of Contracts and Procurement website:
   Bid Forms and/or Links
   Office of Contracts & Procurement Home Page
   Rowan University Home Page
ATTACHMENT B
Must be completed and submitted with proposal package

Name of Vendor

Address

Office Phone                   Cell Phone                   Fax

E-mail Address

Website:

Name of Product Manufacturer:

Cost to create an embroidery tape:

Cost to create silk screens:

Cost to create RU logo
    (one time charge):

Cost per item to embroider:

Cost per item to screen:

How will items be shipped/delivered:

Proposed Discount (if applicable):


Detailed Description of Promotional Merchandise Package:


Pursuant to and in accordance with the RFP noted, and having familiarized himself/herself with the conditions of the RFP, the Vendor hereby offers the above proposal to Rowan University.

Vendor Signature: ________________________________

Date: __________________________