Invitation for Bids
Furniture for Bole Hall
Rowan University
IFB 19-24

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
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DISCLAIMER

Last updated: (October 2, 2018)

Please note that this IFB is not our standard furniture bid proposal.

IFB 19-24 is a multi-step IFB that includes delivery and assembly to a swing space location followed by disassembling, moving, and reassembling of furniture to Bole Hall at a future date to be determined.
Administrative Information

Institution Contacts:

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

"IFB 19-24 Furniture for Bole Hall at Rowan University"

Inquiries regarding project specifics will not be accepted by telephone. All questions submitted will be answered on the Contracting & Procurement Department website on the date indicated below. See Section XII.B. for further details.

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

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

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

Due Date:

Bids must be received no later than October 19, 2018 11:00 pm Contracting and Procurement Office, located at Rowan University, 201 Mullica Hill Road, Suite #208 Bunce 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 may be rejected.

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

Schedule of IFB Events:

- Invitation for Bids Issued
- Questions Due
- Answers Posted to the website
- Bids Due
- October 5, 2018
- October 10, 2018
- October 15, 2018, 2018
- October 19, 2018 @ 11:00 am
**Required Procurement Documents**

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

<table>
<thead>
<tr>
<th>Documents</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1  Proposal Page (page 17 of this IFB)</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>2  <strong>Contractor Certification and Disclosure of Political Contributions</strong></td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td><strong>Public Law 2005 (form works best with Internet Explorer)</strong></td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>3  Ownership Disclosure</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>4  Non-Collusion Affidavit</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>5  <strong>New Jersey Business Registration Certificate</strong></td>
<td>Must be registered with the State at the time of bid opening or submission will be rejected</td>
</tr>
<tr>
<td>Vendors can check the status of their BRC <a href="#">here</a>.</td>
<td></td>
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<tr>
<td><strong>All subcontractors must have a valid NJ Business Registration Certificate</strong></td>
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<tr>
<td>6  Taxpayer Identification Request (W-9 Form)</td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td>7  Exhibit B: Mandatory Equal Employment Opportunity Language</td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td>8  Construction Contracts; Language “B”</td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td>9  Minority, Female and Small Business Contractors Form</td>
<td>Must be Included or Submission May be Rejected</td>
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<tr>
<td>10 Affidavit of Outreach &amp; Subcontractor Data Sheet</td>
<td>Must be Included or Submission May be Rejected</td>
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<tr>
<td>11 EEO/AA Evidence Disclosure</td>
<td>Must be Included or Submission May be Rejected</td>
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<td>12 Subcontractor Disclosure Form</td>
<td>Must be Included or Submission Will be Rejected</td>
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<tr>
<td>13 Disclosure of Investment Activities in Iran Form</td>
<td>Must be Included or Submission Will be Rejected</td>
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<tr>
<td>14 MacBride Principals Form</td>
<td>Must be Included or Submission Will be Rejected</td>
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<tr>
<td>15 Form of Bid Bond (10%) (supplied by vendor)</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>16 Consent of Surety (100%) (supplied by vendor)</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>17 Public Works Certificate (supplied by vendor)</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>18 Addendums/Clarifications &amp; Acknowledgements (if applicable)</td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td>19 <strong>New Jersey Policy Prohibiting Discrimination in the Workplace &amp;</strong></td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td><strong>Model Procedures for Internal Complaints Alleging Discrimination in the Workplace, and Acknowledgement of Receipt</strong></td>
<td>Must be Included or Submission May be Rejected</td>
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<tr>
<td>• Policy: Do not return with package</td>
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<tr>
<td>• Model Procedures: Do not return with package</td>
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(The Policy and Model Procedures should be viewed, but do not need to be returned)
Project Overview

Rowan University is seeking to contract with a firm or firms for the purchase, delivery and installation of furniture for Bole Hall at Rowan University, located in Glassboro, NJ.

I. SCOPE OF SERVICES

The awarded vendor will be responsible for the supply, delivery and installation of the furniture outlined in this document.

A. Furnishings

1. Rowan has approved KI furnishings as the basis of design for this project. Vendors are welcome to submit alternates. See #11 for further information.
2. Wherever a brand name, trade mark or manufacturer’s name is used it is to be understood that this designation is used for clarification of a description only, and that an equal product may be proposed.
3. Incorporated in this offering are specification sheets which can be found on the Contracting & Procurement Department website.
4. All materials shall be new and of first quality.
5. Items which are used, demonstrators, obsolete, seconds or which have been discontinued are unacceptable.
6. All vendors must provide documentation to certify they are authorized dealers of the products submitted.
7. Freight Damages: Immediately upon the delivery of product by the Carrier, the awarded vendor shall inspect the outside of all containers for dents, tears, crushing, or other indication of damage and shall have notation of same made by the Carrier on the delivery receipt. The vendor shall open all containers, inspect contents, process, and remedy all freight claims and damages.
8. Vendor shall replace all damaged items at their own expense.
9. Formaldehyde off gassing rates on all wood construction to be less than .03 milligrams per sq. ft. of surface/hour, in accordance with ASTM D511690.
10. Any alternates must meet or exceed the specifications of the products listed.
11. All proposed alternates must, at a minimum, include the following for thorough evaluation:
   a. Written statement of the product specifications including but not limited to:
      - Manufacturer Spec Sheet
      - Applicable Product Brochures
      - Model number
      - Product cut sheet with graphic representation
      - Dimensions
      - Warranties
   b. Flammability Certification as described below, as applicable.
   c. Rowan University will be the sole determiner of whether or not any proposed equals are equal in construction quality and aesthetic.
   d. Rowan University shall have the right to accept alternatives in any order or combination.
   e. All substitutions must be clearly identified as such on the Bid Sheets.
12. Furniture Flammability Labeling:
    All upholstered furniture must meet flammability certification.
    a. All seating furniture will be required to be labeled that the furniture's components meet California Technical Bulletin 133.
b. Documentation will be accepted in lieu of labeling:
   - Acceptable documentation includes a letter from the manufacturer certifying that the
     specific furniture meets or exceeds the requirements in California Technical Bulletin
     133. The letter must indicate the model number, specific foam, filling, interliner
     and fabric used to construct the furniture.

c. Cut sheets alone are not acceptable. Provide written document of compliance as
   stated above.

d. If labels are to be attached to furniture items, labels must include the following (labels must
   be a minimum of 2" x 3" in size):

   NOTICE: ONLY THE RESILIENT FILLING MATERIALS CONTAINED IN THIS ARTICLE MEET
   CALIFORNIA BUREAU OF HOME FURNISHINGS FLAMMABILITY REQUIREMENTS. CARE
   SHOULD BE EXERCISED NEAR OPEN FLAME OR WITH BURNING CIGARETTES.

13. Warranties:
   a. All Vendors must submit/include any/all warranty information with submissions whether it
      is expressed or implied
   b. Vendor shall guarantee the original purchase for a period of not less than one year from
      the date of first installation to swing spaces located in Oak, Laurel and James Hall, and the
      final delivery destination to Bole Hall at a future date to be determined. Acceptance by
      owner, that vendor will replace or repair any product which become defective 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.
   c. Any standard Manufacturer Guarantee or Warranty for a period longer than one year
      shall not be nullified by the above general guarantee.

B. Delivery and Installation
1. Awarded vendor shall deliver and install all items furnished under this contract between the
   dates of November 30, 2018 through December 3, 2018 with no exceptions to three separate
   swing spaces at the following locations:
   a. Oak Hall, Laurel Hall and James Hall at Rowan University. 201 Mullica Hill Road
      Glassboro, NJ 08028.
2. Delivered furniture will remain in the above mentioned swing spaces until approximately
3. On the approximate Date of January 15, 2020 awarded vendor will return to Rowan University,
   disassemble furniture in the locations of Oak, Laurel, and James Hall, move the furniture to Bole
   Hall, and reassemble.
4. Delivery and installation are the responsibility of the awarded vendor and must be incorporated
   in bid pricing and paid for by awarded vendor.
5. Installation to be supervised by a dedicated foreman who will coordinate all delivery and
   installation directly with Rowan University personnel.
6. Foreman to remain on site during delivery and installation through completion of first
   installation. Foreman must also be onsite for the disassembly, moving, and reassembling of
   furniture to Bole Hall on or before January 15, 2020
7. Any changes (structural, electrical, mechanical or plumbing) that are essential to the normal
   installation of the equipment to be furnished shall be clearly delineated in the bid submission.
   a. These changes shall be clearly outlined in a layout plan submitted with each copy of the bid
      submission.
   b. All changes must have prior written approval of Rowan University. Bidders shall be
      responsible for verification of all conditions and dimensions prior to submitting bids.
Labeling: The manufacturer will label each piece on the outside of the package with item code and location for installation.

8. Vendor shall deliver, unload distribute, uncrate and dispose of all crating, packing materials off site on the same work day of unpacking for all items supplied under this scope.

9. Vendor will not be allowed to use any trash receptacles or construction dumpsters on site that were not supplied by them or allowed by University.

10. Installation:
   a. The Vendor shall not enter or have access to any space in the building in order to perform the work without first having given timely notice to the University so that the necessary arrangements may be made to enter or to have access to such space.
   b. In entering, passing through, or working on any such space in the building in the performance of the work, the vendor shall at all times furnish and maintain proper protection for the floor, ceilings, walls, fixtures, equipment, furniture, and/or other property of the University including but not limited to landscaping, paving and interior finishes.
   c. The Vendor shall maintain their areas free of debris and follow all related safety codes and regulations.
   d. The Vendor shall cover and protect furnishings from any damage during transportation, storage, and installation.
   e. If any loss or damage occurs prior to final acceptance by the University, the vendor shall promptly repair or replace the part or parts lost or damaged, as directed, at no cost to the University.
   f. All protective coverings are to be removed from items once all installation is completed and all items are to be wiped clean.
   g. The University will not provide dumpsters for debris. The removal and disposal of debris shall be the responsibility of the awarded vendor(s).

C. Post Award
1. All data should be processed through and in accordance with the bidding instructions of Rowan University. Vendor shall verify that product numbers reflect product descriptions and quantities in specifications, and coordinate with quantities and locations on plans, and notify University designee of any discrepancies prior to ordering.
2. Verify all C.O.M. (customer’s own materials) yardage requirements with manufacturer and notify University designee of any problems.
3. Verify availability of all fabrics and notify University designee of any potential problems.
4. Notify University designee of any discrepancies in specifications prior to placing orders.
5. SUBMITTALS
   Rowan University will require (2) copies of the following submittals, organized in a three ring binders, for approval prior to manufacture:
   - flammability certification of upholstery
   - memo samples 8" x 8" maximum size, 3"x3" minimum size
   - manufacturer’s maintenance instructions for each fabric type
   a. If the awarded vendor has offered the products as described in the bid, these copies will required after award but prior to the order to manufacture.

6. Field Verification:
   a. Prior to delivery of furniture, the vendor shall inspect the project premises and verify the status of the building and site construction is suitable for delivery and installation.
   b. The vendor shall determine and coordinate with the University designee best access for delivery trucks, unloading and staging.
   c. Any conditions the vendor finds that would impede on the ability of the vendor to perform
the work shall be brought to the attention of the University immediately.

d. The vendor shall field verify all measurements.

7. Delivery:
   a. All items shall be ordered and delivered on schedule unless directed otherwise.
   b. Any product delays should be brought to the attention of the University designee immediately.
   c. Verify delivery dates in conjunction with projected schedule and University designee.
   d. The awarded vendor shall provide the University with a schedule indicating projected manufacturer ship dates, Order acknowledgements and any other documentation including shipping dates and schedules.
   e. Within (1) weeks’ time prior to delivery, the vendor shall coordinate and agree upon a schedule with the University designee for access to the unloading facilities and building for delivery and installation.
   f. No revision of delivery date shall be made by the University without notice to the Vendor in advance of thirty days prior to previously agreed upon delivery date.
   g. The Project shall be considered complete when all items are in position as indicated on the floor plan and specifications and the interiors are in ready condition for occupancy.
   h. Items must be fully and correctly assembled and cleaned, with all parts in working order.
   i. A period of sixty (60) days will be given to correct any portion of the installation considered incomplete by the University, whether arising from damage, improper installation, defective parts, misordering, or nondelivery.
   j. The vendor shall be responsible for the work until it is accepted by the University.

II. 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, and installation costs are not permitted.
   C. Delivery and installation costs are the responsibility of the awarded vendor and must be incorporated in bid pricing and paid for by awarded vendor.
   D. Liquidated Damages:
      If the project is not completed by the date indicated in section 1.B.1 of this document there will be a $1,000.00 dollar penalty for each day delayed.
   E. No bid may be withdrawn for ninety (180) days.
   F. Pricing is to remain firm for ninety (180) days from the date of award.

III. TERM OF CONTRACT
   A. Contract period will be for the amount of time necessary to complete all the requirements of this IFB as determined by the documents.
   B. In the event that the University terminates services, written notice will be provided fourteen (14) days in advance of termination date.

IV. 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 ten (10) 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.

V. 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.

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

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. This project may be 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](http://lwd.dol.state.nj.us/labor/wagehour/lawregs/prevailing_wage_law.html)

D. 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).

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

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

VIII. 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 IFB.

B. Any Agreement arising from the award of this IFB 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 IFB, 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 furniture, 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 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.

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 IFB. Such addenda shall be added to the original IFB document and posted at the Contracting and Procurement 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 IFB process for updated information or addenda related to this IFB.

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

E. 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.

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 IFB 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 nonpropriety 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.

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 IFB, 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 IFB 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 IFB 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. 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.

V. Unless specifically noted within this IFB, **Rowan’s Standard Terms and Conditions** take precedence over any special terms and conditions contained in this IFB.

W. Bidders assume sole responsibility for the complete effort required in this IFB. 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 IFB. 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 IFB.
X. 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.

Y. 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.

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

AA. No party, including any respondent to this IFB, is granted any rights hereunder.

BB. The bid submitted by the vendor shall be binding on the vendor.

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

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. 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 “IFB 19-24 Furniture for Bole Hall at Rowan University” 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

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 19-24 Furniture for Bole Hall at Rowan University
   - Contracting & Procurement address:
     Bunce Hall, Suite 208
     Rowan University
     201 Mullica Hill Road
     Glassboro, NJ 08028
   - Submit bids no later than 11:00 a.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.

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 responsible bidder of the submitted products or approved equals.

**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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The undersigned bidder, in response to Rowan University’s Invitation for Bid for Furniture for Bole Hall at Rowan University, IFB 19-24, having carefully examined the bid documents and being familiar with the conditions surrounding the proposed project, hereby proposes to provide such goods and services meeting the requirements outlined in this IFB, accordance with the bid attached hereto.

Print Name &
Name
Title
Vendor Name
Address
Phone
E-mail

Proposer’s Signature

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>Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Furniture for Bole Hall (Total from Specification Sheets)</td>
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<tr>
<td>Furniture removal from swing space, move to Bole Hall and reassemble</td>
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</tr>
<tr>
<td>Manufacturer Proposed</td>
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</tbody>
</table>

Contact Name for this Project

Contact Email

Contact Phone
Addendum
ACKNOWLEDGEMENT OF ADDENDUM FORM

TO BE RETURNED WITH PROPOSAL

IFB#19-24  TITLE Furniture for Bole Hall

ACKNOWLEDGEMENT OF RECEIVING ADDENDUM # ________________

NAME OF VENDOR __________________________________________

FIRM CONTACT ______________________________________________

PHONE _______________________________

EMAIL ADDRESS __________________________________________

SIGNATURE OF AUTHORIZED AGENT __________________________

DATE __________________________