Invitation for Bids

Furnishings for RowanSOM at Rowan University

IFB 15-132

Rowan University
The Office of Contracting & Procurement

201 Mullica Hill Road
Glassboro, NJ 08028
Linden Hall, Room 136
Phone: 856.256.4171
Email: bids@rowan.edu
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**Administrative Information**

**Institution Contacts:**

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

**“IFB 15-132 Furnishings for RowanSOM”**

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:

Alexis Jones  
Office of Contracting & Procurement  
E-mail: jonesal@rowan.edu

**Due Date:**

Bids must be received no later than June 18th, 2015 at 3:00 pm 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 IFB Events:**

- Invitation for Bids Issued  
  - June 05, 2015  
- Questions Due  
  - June 11, 2015  
- Answers Posted to the website  
  - June 15, 2015  
- Bids Due  
  - June 18, 2015@ 3:00 pm
Project Overview

Rowan University is seeking to contract with a firm or firms for the purchase, delivery and installation of furniture for Rowan University’s School of Osteopathic Medicine in Stratford, New Jersey.

I. SCOPE OF SERVICES
The awarded vendor will be responsible for the supplying, 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.
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. Any alternate must meet or exceed the specifications of the products listed.
4. All proposed substitutions 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.
5. Incorporated in this offering are specification sheets which can be found on the Contracting & Procurement Department website at:
   http://www.rowan.edu/adminfinance/controller/purchasing/bids/advertisements.html
6. All materials shall be new and of first quality.
7. Items which are used, demonstrators, obsolete, seconds or which have been discontinued are unacceptable.
8. All vendors must provide documentation to certify they are authorized dealers of the products submitted.
9. 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.
10. Vendor shall replace all damaged items at their own expense.
11. 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.
12. Furniture Flammability Labeling:
   a. All upholstered furniture must meet flammability certification.

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. Cutsheets 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 installation and 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 & Installation
1. Awarded vendor shall deliver and install all items furnished under this contract on August 21st, 2015.
2. Delivery and installation costs are the responsibility of the awarded vendor and must be incorporated in bid pricing and paid for by awarded vendor.
3. Installation to be supervised by a dedicated foreman who will coordinate all delivery and installation directly with Rowan University personnel.
4. Foreman to remain on site during delivery and installation through completion.
5. 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.

6. Storage:
   a. If the building construction is delayed the vendor is expected to warehouse the furniture up to one month beyond delivery date.
   b. Provide separate line item in bid form for cost of storage.
   c. Vendor shall not store product at the job site prior to installation without previous approval of the University designee.

7. 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.

8. 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.

9. **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 (4) 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, storage and installation costs are not permitted.

C. Delivery, storage 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. of this document there will be a $500.00 dollar penalty for each day delayed.

E. No bid may be withdrawn for ninety (90) days.

F. Pricing is to remain firm for ninety (90) 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 and contract provided by the Rowan University Facilities Planning & Construction Department.

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 & AMPENDMENTS

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. **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 IFB 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 bid 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 IFB 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 IFB 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.

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 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

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:
      http://www.rowan.edu/adminfinance/controller/purchasing/bids/advertise.html
      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. Please follow this link for the Standard Terms & Conditions: Rowan University Terms and Conditions.

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 Addendum A to this document as well as the following information.

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

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. Transmittal Letter:
   a. Proposals must be accompanied by a transmittal letter not to exceed 2 pages signed by a principal of the firm.
   b. A narrative of the bidder’s understanding of the project scope, its location, context, technical, budget and schedule issues.

2. Background, Qualifications & Experience:
   a. Description of the firm’s size, history, qualifications and achievements.

3. Capacity to provide all required furniture and services:
a. Provide equipment and supply lists along with confirmed availability to perform the services requested on the Commencement dates.

b. If submitting an alternate manufacture, comparably delineated specification sheets must be submitted with bid.

4. **Pricing:** As outlined throughout this RFP.

5. **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

6. **Addendum A:** All documents requested on **Page 17**, should be submitted in the listed order.

D. Conditional proposals will not be considered.

E. Submissions must be placed in a sealed envelope and clearly labeled with the title “**IFB 15-132 Furnishings for RowanSOM**” and the vendor’s name and business address.
Contract Deliverables and Requirements

Instructions:

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

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.

Submit one (1) original, one (1) paper copy and one (1) electronic copy (USB or CD) of your submission package no later than 3:00 pm on the due date to:

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

Note:

Original submission packages should be clearly labeled as such. The required forms noted on ‘Addendum A’ of this IFB should be included in the original submission package. However, copies of bid submissions do not need to contain the required forms on ‘Addendum A’. The only exception is the Proposal Page, which should be included in the original, as well as, all copies of the submissions for evaluation purposes.

Please label all outermost submission packages:

“IFB 15-132 Furnishings for RowanSOM”

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. 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.

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 Furnishings for RowanSOM, IFB 15-132, having carefully examined the bid documents and being familiar with the conditions surrounding the proposed project, hereby proposes to provide such services meeting the requirements outlined in this IFB, accordance with the bid attached hereto.

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<tr>
<th>Print Name &amp; Title</th>
<th>Vendor Name</th>
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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.

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<tr>
<th>Bid (Total from Specification Sheets)</th>
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<tbody>
<tr>
<td>Manufacturer Proposed</td>
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Addendum A – Goods, Professional Services and General Service Projects
UNLESS NOTED OTHERWISE, ALL APPLICABLE ITEMS MUST BE RETURNED WITH SUBMISSION PACKAGE OR SUBMISSION MAY
BE REJECTED

1. ☒ Rowan University Terms & Conditions: Do Not Return with Package
2. ☒ Proposal Page(s) and Pricing Sheets
3. ☒ Non-Collusion Affidavit
4. ☒ Ownership Disclosure Form (document must be completed and provided with submission or bid will be deemed non-responsive)
5. ☒ Contractor 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. ☒ Contractor 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. ☒ EEO/AA Evidence Disclosure
11. ☒ Public Works Certificate
12. ☒ Mandatory Equal Employment Opportunity Language: Exhibit B
13. ☒ Construction Contracts Language “B”
14. ☒ Rowan University Minority, Female, & Small Business Contractors
15. ☒ Affidavit of Outreach & Subcontractor Data Sheet
   Complaints Alleging Discrimination in the Workplace, and Acknowledgement of Receipt.
   - 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