Invitation for Bid
Police Utility Vehicles

IFB 18-32

Document Modified (October 4th, 2017)
• Features & Specifications (p. 6 of 15)

Prepared by:
Rowan University
Office of Contracting & Procurement
201 Mullica Hill Road
Glassboro, NJ 08028
Linden Hall, Room 136

856.256.4171
bids@rowan.edu
## Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration Information</td>
<td>2</td>
</tr>
<tr>
<td>• Contact Information</td>
<td></td>
</tr>
<tr>
<td>• Schedule of Events</td>
<td></td>
</tr>
<tr>
<td>Required Procurement Documents</td>
<td>3</td>
</tr>
<tr>
<td>Scope of Services</td>
<td>4</td>
</tr>
<tr>
<td>Contract Deliverables &amp; Requirements</td>
<td>14</td>
</tr>
<tr>
<td>• Instructions</td>
<td></td>
</tr>
<tr>
<td>• Evaluation &amp; Selection Criteria</td>
<td></td>
</tr>
<tr>
<td>Proposal Page</td>
<td>15</td>
</tr>
</tbody>
</table>
Administrative Information

All questions must be submitted via email, with the subject heading:

“IFB 18-32 Police Utility Vehicles”

Questions or inquiries regarding bidding information should be sent to: bids@rowan.edu. All questions submitted will be answered on the Office of Contracting & Procurement website, on the date indicated below in the Schedule of Events Timetable.

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

Robert Yufer
Office of Contracting & Procurement
E-mail: yufer@rowan.edu

Schedule of IFB Events

Due Date:

Bids must be received no later than October 17th, 2017 at 2:00 p.m. in the Contracting and Procurement Office, located at Rowan University, 201 Mullica Hill Road, 136 Linden Hall, Glassboro, NJ 08028. Refer to the Submissions Requirements section of this document for details.

Invitation for Bid Timetable

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitation for Bid</td>
<td>October 2, 2017</td>
</tr>
<tr>
<td>Questions Due</td>
<td>October 5, 2017</td>
</tr>
<tr>
<td>Answers Posted to Website</td>
<td>October 6, 2017</td>
</tr>
<tr>
<td>Bids Due* (attending the bid opening is not mandatory)</td>
<td>October 17, 2017 at 2:00 p.m.</td>
</tr>
</tbody>
</table>

For the Bid Opening, interested parties can meet at Office of Contracting & Procurement, located on the Glassboro, NJ Campus, in Bunce Hall Suite 208.

*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.
# Required Procurement Documents

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

<table>
<thead>
<tr>
<th>Documents</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Page (Page 15 of this IFB)</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>• Include an itemized Quotation</td>
<td></td>
</tr>
<tr>
<td>Contractor Certification and Disclosure of Political Contributions Public Law 2005</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>Non-Collusion Affidavit</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>New Jersey Business Registration Certificate</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>Vendors can check the status of their BRC <a href="#">here</a></td>
<td></td>
</tr>
<tr>
<td>Taxpayer Identification Request (W-9 Form)</td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td>Exhibit A Mandatory EEO Language for Goods, Professional Services &amp; General Service Projects</td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td>EEO/AA Evidence Disclosure</td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td>New Jersey Policy Prohibiting Discrimination in the Workplace &amp; Model Procedures for Internal Complaints Alleging Discrimination in the Workplace, and Acknowledgement of Receipt</td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td>• Policy: Do not return with package</td>
<td></td>
</tr>
<tr>
<td>• Model Procedures: Do not return with package</td>
<td></td>
</tr>
<tr>
<td>Notes: All documents listed are required whether the vendor is a New Jersey entity or not. Please Direct any questions you have on the above information to the assigned Buyer for this project</td>
<td></td>
</tr>
</tbody>
</table>
Project Overview

Rowan University is seeking to contract with a vendor to provide Police Utility Vehicles for the Department of Public Safety.

I. SCOPE OF SERVICES

A. Rowan University is seeking a qualified vendor to provide the Department of Public Safety with two Police Utility Vehicles, as well as the potential for additional units during the 2018 Fiscal Year (July 1st, 2017 – June 30th, 2018).

B. Rowan has approved basis of designs for this project. Vendors are welcome to submit alternates that meet or exceed the specifications and features listed below in Table 2.1 & 2.2: Specifications & Features.
   1. All proposed equals must be accompanied, at a minimum, with the following for evaluation purposes:
      a. Manufacturer’s Specification Sheet
      b. Applicable Product Brochure(s)
      c. Model Number
      d. Dimensions
      e. Warranties
   2. Rowan will be the sole determiner of whether or not any proposed equal(s) meet the requirements.

C. The contractor must be a franchised and/or authorized factory representative, able to furnish the specified unit. Dealers or agents submitting a proposal may be required to submit a letter of certification from the manufacturer whose product is supplied, certifying that the dealer or agent is authorized by the manufacturer to supply the unit specified. The University reserves the right to request such certification and it will be the responsibility of the vendor to notify Rowan of any changes in certification status.

D. Vendors shall provide new units of first quality only.

E. This IFB is for the outright purchase of the unit only; leasing of the contract unit or trade-in against the purchase of the contract will not be considered.

F. Each unit and its components shall be completely assembled, serviced and ready for use when delivered to the University. Unless specified otherwise; any parts, components, equipment, controls, materials, features, performances, capacities, ratings or designs which are standard and/or necessary to form an efficient and complete working unit shall be furnished whether specifically required herein or not. The contractor shall supply any item not specified herein but deemed necessary for the application and the item must meet the industry standards and practices, Federal and New Jersey Safety Standards and Regulations, and SAE and other applicable standards.

G. Unless specified otherwise, it is mandatory that the contractor furnish any item (part, component, equipment, feature, control, material, performance, capacity, rating, design and/or accessory) included in manufacturer’s standard or base vehicle covered under manufacturer’s body code, make, model, trim line and model year noted on the price line bid whether explicitly specified herein or not and even if the item can be deleted using manufacturer’s delete option. Unless specified otherwise, the bidder shall not delete manufacturer’s standard item, using manufacturer’s delete option or any aftermarket option. For example, a CD changer shall not be deleted even though the CD changer is not explicitly specified in this IFB and even if manufacturer’s CD changer delete option is available for credit. No other exception shall be permitted to this requirement.

H. Warranties: All vendors must submit any and all warranty information whether expressed or implied:
   1. The contractor must provide a minimum 3 year/36,000 mile bumper to bumper warranty.
   2. The contractor must guarantee that the vehicles and all their component parts will comply with the current, applicable Federal Motor Vehicle Safety Standards (FMVSS) and New Jersey State Motor Vehicle Code Regulations, perform their functions adequately, and operate successfully without undue wear or vibration.
3. The contractor agrees to immediately replace and install free of charge any part that may break or fail by reason of defective material or workmanship within a minimum period of three (3) years from the date of acceptance by the University.

4. The vendor shall ensure that the manufacturer whose product is supplied has a servicing dealer or service location to provide warranty and recall service and/or repair, located within a reasonable distance from Glassboro, NJ. The servicing dealer or location must stock a full range of new spare parts for all vehicles serviced and must be capable of delivering regularly stocked parts within 24 hours of order. All parts, including special orders, must be delivered within 72 hours of order. The awarded vendor may use a third-party to satisfy this requirement, provided such disclosure is made in the proposal. Any use of a third-party shall not relieve the contractor of its obligations under the contract established as a result of this IFB. The awarded vendor will be responsible for assuring any third party complies with all terms and conditions of this IFB. The contractor will assume sole responsibility for any payments. Nothing contained in the IFB shall be construed as creating any contractual relationship between any third party vendor and Rowan.

I. Delivery:
   1. The awarded vendor must deliver the vehicles within ninety (90) days from the placement of order with temporary tags.
   2. All delivered vehicles must be clean both inside and outside. Manufacturer's standard items, such as hubcaps, floor mats, spare tire, jack and lug wrench or the like, shall be provided, installed, by the awarded vendor prior to delivery.
   3. No vehicle will be accepted without a New Jersey Motor Vehicle new car inspection sticker in place as prescribed by law, correctly punched to the month of delivery and acceptance. Out of State contractors must comply with this requirement without any additional cost or delay. Failure to comply with this provision will result in the rejection of the vehicle.
   4. No vehicle will be accepted at the final delivery point without all supporting documentation and paperwork completed and delivered with the units, which include the certificate of origin, warranty, odometer/engine hour statement (if applicable), specified manuals, invoice and key sets (if applicable). No unit will be considered accepted until it has undergone final inspection at the delivery point.
   5. Delivered vehicles will be inspected within ten (10) working days. If a vehicle has been accepted, the warranty shall commence on the date of final acceptance; or if a vehicle has been rejected, the awarded vendor will be notified. The notice will indicate the reason(s) for rejection. If rejected, the contractor will try to rectify the problem(s). If the problem cannot be corrected, the rejected unit must be removed at the awarded vendor’s expense. The contractor shall present the corrected unit for re-inspection within ten (10) working days. No additional freight or transportation charges are permitted.
   6. Delivery must be made upon approval and as instructed by the University, during working hours, except on legal holidays. If the University requires a change in delivery date, a fourteen (14) day advanced notice will be provided.
II. SPECIFICATIONS & FEATURES
   A. See Tables 2.1 and 2.2 below for a listing of specifications & features for both vehicles.

Table 2.1: Specifications & Features

<table>
<thead>
<tr>
<th>Vehicle: 2018 FORD Police Interceptor Utility AWD Vehicle</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Four-door model with Hatch/lift gate type with rear compartment door</td>
</tr>
<tr>
<td>2) Minimum of 112.6” wheel base</td>
</tr>
<tr>
<td>3) Vehicle Color: Solid white exterior paint with Charcoal Black or equivalent color HD cloth front bucket seats and rear vinyl 60/40 split seats.</td>
</tr>
<tr>
<td>4) Options: Police Special Service K8A (Interceptor Package) with AWD, 500A package, Code #936, Code 51Y spot light driver’s side and code #423 to include the following minimum standard equipment:</td>
</tr>
<tr>
<td>• 3.7 liter, 6 cylinder, fuel injected gasoline engine, flex fuel capable #99R</td>
</tr>
<tr>
<td>• 6-speed Automatic Transmission with overdrive #44C</td>
</tr>
<tr>
<td>• 4 wheel power disc brakes with anti-lock or equivalent</td>
</tr>
<tr>
<td>• 18 inch steel wheels with all season tires and full size spare, 5 spoke wheels</td>
</tr>
<tr>
<td>• Power windows, power door locks and tilt steering column</td>
</tr>
<tr>
<td>• Power heated outside mirrors #549</td>
</tr>
<tr>
<td>• Air conditioning, speed control, intermittent wipers</td>
</tr>
<tr>
<td>• Premium electronic AM/FM radio system</td>
</tr>
<tr>
<td>• Electric rear window defroster</td>
</tr>
<tr>
<td>• Front license plate bracket #153</td>
</tr>
<tr>
<td>• Privacy glass-rear doors, rear quarter windows and rear lift gate window</td>
</tr>
<tr>
<td>• Spotlight driver side #51Y</td>
</tr>
<tr>
<td>• Red &amp; White dome interior light 1st row</td>
</tr>
<tr>
<td>• Warranty 3 year / 36,000 miles of bumper to bumper coverage</td>
</tr>
</tbody>
</table>

Table 2.2: Specifications & Features

<table>
<thead>
<tr>
<th>Vehicle: 2018 FORD Police Interceptor Utility AWD Vehicle</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Four-door model with Hatch/lift gate type with rear compartment door</td>
</tr>
<tr>
<td>2) Minimum of 112.6” wheel base</td>
</tr>
<tr>
<td>3) Vehicle Color: Solid Ingot Silver (UX) exterior paint with Charcoal Black HD cloth front bucket seats, rear 60/40 split seats.</td>
</tr>
<tr>
<td>4) Options: Police Special Service K8A (Interceptor Package) with AWD, 500A package, Code #936 and #423 to include Code #65L Wheel covers, Code #65U Police interior upgrade package and Code #595 #55F remote entry, and to include the following minimum standard equipment:</td>
</tr>
<tr>
<td>• 3.7 liter, 6 cylinder, fuel injected gasoline engine, flex fuel capable #99R</td>
</tr>
<tr>
<td>• 6-speed Automatic Transmission with overdrive #44C</td>
</tr>
<tr>
<td>• 4 wheel power disc brakes with anti-lock or equivalent</td>
</tr>
<tr>
<td>• 18 inch steel wheels with all season tires and full size spare, 5 spoke wheels</td>
</tr>
<tr>
<td>• Power windows, power door locks and tilt steering column</td>
</tr>
<tr>
<td>• Power heated outside mirrors #549</td>
</tr>
<tr>
<td>• Air conditioning, speed control, intermittent wipers</td>
</tr>
<tr>
<td>• Premium electronic AM/FM radio system</td>
</tr>
<tr>
<td>• Electric rear window defroster</td>
</tr>
<tr>
<td>• Front license plate bracket #153</td>
</tr>
<tr>
<td>• Privacy glass-rear doors, rear quarter windows and rear lift gate window</td>
</tr>
<tr>
<td>• Spotlight driver side #51Y</td>
</tr>
<tr>
<td>• Red &amp; White dome interior light 1st row</td>
</tr>
<tr>
<td>• Warranty 3 year / 36,000 miles of bumper to bumper coverage</td>
</tr>
</tbody>
</table>
III. **PRICING**

A. All costs must be detailed on the Proposal Page of this IFB in the format provided. Any edited or dissimilar formats may not be accepted.

B. If required, additional quantities shall be provided to the University at a negotiated rate. However, additional quantities must be provided at a cost equal to or less than the price submitted per this IFB per vehicle during the University’s 2018 Fiscal Year.

C. Awarded vendor shall be responsible for all effort necessary to deliver products and services indicated.

D. Pricing must be all inclusive. Delivery and storage costs are the responsibility of the awarded vendor and must be included in the proposal pricing. The University will not pay separate shipping costs in addition to the product prices quoted.

E. No bid may be withdrawn and pricing must remain static for ninety (90) days from the submission date.

F. Police vehicles purchased by the State or political sub-divisions for police or other law enforcement purposes are exempt from any gas guzzler tax. If necessary, contractors will educate the University that we may be required to sign a dealer’s exemption certificate indicating that the vehicle is being purchased for police or law enforcement purposes only.

IV. **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 project documents and any resulting contracts of this IFB.

B. In the event that the University terminates services, written notice will be provided fourteen (14) days in advance of termination date.

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 her 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 her respective designee.

C. Vendors must supply Rowan University with all applicable warranty information, whether expressed or implied.

D. Should the awarded vendor find, at any time, that existing conditions make modification in requirements desirable, it shall promptly report such matters to the Contracting Officer or designee of the University, for consideration and decision.

E. During the period of contract or any extension thereof, the University reserves the right to add or delete specific services.

F. Rowan University may make changes in the general scope of the contract services provided by the vendor by written notice. The vendor shall promptly comply with the notice and shall bring all subsequent services in conformance with the notice.

G. If any such changes causes a material increase or decrease in the vendor’s cost of operation or the time required for attainment of required service levels, an equitable adjustment in the contract cost or time allotted for fulfillment of the contract shall be negotiated and the contract modified accordingly. Any change, alteration or modification of any contract will be valid and binding only if a submittal of a proposal, vendor hereby agrees to negotiate on good faith.

H. The awarded vendor’s engagement partner and/or manager might be required to meet periodically with the Contracting officer or her representatives to discuss services.
VI. 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 the below 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 employees 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: (A “per location or Project endorsement” shall be included so that the general aggregate limit applies separately to the Rowan location or Project).
   a. Per Occurrence: $1,000,000
   b. Products/Completed Operations Aggregate: $3,000,000
   c. Personal and Advertising Injury: $1,000,000
   d. General Aggregate: $3,000,000
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 IFB 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.

VII. COMPLIANCE LAWS
   
   A. The 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 proposals must certify that their vendor has an updated affirmative action/equal opportunity program.
   
   B. All vendors submitting proposals must not be barred or otherwise suspended from doing business with government entities as evidenced by the System for Award Management (SAM) database.
   
   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).

VIII. REPRESENTATIONS & WARRANTIES
   
   In submitting a proposal for this offering, the vendor expressly warrants that:
   
   A. The vendor has legal capacity to execute and perform any Agreement arising from this 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, or is 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 proposer warrants and represents that the items, 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 contractor(s) responsible for any resulting purchasing and administrative costs. This remedy shall be in addition to any other solution, which Rowan University may have.

XI. **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 employees of the University.

B. Vendor 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. 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.

E. 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.

F. At all times, vendor personnel shall be in professional attire with clear identification of the company’s name, logo, and person’s name.

G. All vendor motorized vehicles shall be identified with the company’s name and/or logo in clear view.
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.

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 IFB. Such addenda shall be added to the original IFB document and posted on the Office of Contracting & Procurement website. 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 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 proposal.

D. The vendor(s) shall not sell, transfer, assign or otherwise dispose of this contract to any third party for the performance of work.

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 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.

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

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

I. **Submission as Public Information and Property of Rowan**

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

J. All submissions 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. 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.

N. 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.

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. 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.

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

T. This IFB is not binding on the University.

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

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

X. The submission by the vendor shall be binding on the vendor.

Y. 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.

Z. 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.

AA. 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.

BB. 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.

CC. Rowan University reserves the right to cancel this contract with fourteen (14) days written notice to the vendor(s) with or without cause.

DD. 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 proposals.
EE. In the event that the contract is terminated either by contract expiration or by voluntary termination by the University, the vendor must continue all services until new services become completely operational.

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

XIV. **POST AWARD**

A. Following the notification of award, the awarded vendor(s) shall receive a contract with a request to review terms, deliverables, costs and the University’s expectations in general. The awarded vendor will be able to address any contract questions or concerns at this time. If the awarded vendor does not receive a contract within seven days of award, please email contracts@rowan.edu for information.

XV. **SUBMISSION REQUIREMENTS**

A. In order to be considered, vendors must submit a complete response to this IFB. Complete responses shall include:
   1. All information requested on ‘Required Procurement Documents’ Page of this IFB.
   2. Fully executed Proposal Page(s)
   3. Any and all information designated in the Scope of Services.

B. Proposals shall not contain URLs (Uniform Resource Locators) or web addresses. The internet contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid’s content changes as the referenced web page changes.
Contract Deliverables and Requirements

Instructions:

NOTE: THE UNIVERSITY IS ONLY ACCEPTING ELECTRONIC BID SUBMISSIONS FOR THIS OFFERING. 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.

In order to be considered for the award, Vendor must proceed with one of the following submission options by the appropriate date and time:

Submission Option #1: Submit bid via email to bids@rowan.edu
- Enter the Bid Name and Company Name in the Subject Line (The University server can handle up to 50MB files at a time. If the bid file is larger than this, it’s fine to send multiple emails with, Part I, Part II, etc. listed in the description)
- **DO NOT PROVIDE LINKS OR ANY EXTERNAL LOCATIONS FOR FILES TO BE DOWNLOADED OR RETRIEVED. THE UNIVERSITY WILL REJECT ANY SUBMISSIONS SENT IN THIS MANNER.**

Submission Option #2: Mail an envelope to the office of Contracting & Procurement with a USB drive or CD enclosed containing the bid submission (Note: The University is not responsible for USB or CD drives that contain no information or fail upon use). This option is required if the bid file is too large to email.
- Clearly label submission packaging with the Bid Name and Company Name.
- Contracting & Procurement address:
  Bunce Hall, Suite 208
  Rowan University
  201 Mullica Hill Road
  Glassboro, NJ 08028

Note: Submissions will be accepted based on the time they are received by the University, and not the time they are submitted. This will apply for both email and delivery of a USB/CD.

ALL ELECTRONIC SUBMISSIONS, WHETHER EMAILED OR SENT ON A USB OR CD, MUST BE IN PDF FORMAT AND PERFERABLY AS A SINGLE FILE.

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 risk. Mailing submissions should allow for normal mail delivery time and internal circulation within the University to ensure the timely delivery to the Office of Contracting & Procurement. The University will not be responsible for submissions which do not meet the scheduled 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. Submissions must include all information requested on the Required Procurement Documents page of this IFB.
The undersigned bidder, in response to Rowan University's **IFB 18-32 Police Utility Vehicles**, having carefully examined the bid documents and being familiar with the requirements therein, hereby submits the following bid to provide such services and materials meeting the requirements outlined in this IFB.

### Police Utility Vehicle (from Table 2.1)

<table>
<thead>
<tr>
<th>Description</th>
<th>Proposed Manufacturer &amp; Model #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solid white (YZ) exterior paint with Charcoal Black or equivalent color HD cloth front bucket seats and rear vinyl 60/40 split seats. Options: Police Special Service K8A (Interceptor Package) with AWD, 500A package, Code #936, Code #51Y spot light drivers side and Code #423</td>
<td></td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

### Police Utility Vehicle (from Table 2.2)

<table>
<thead>
<tr>
<th>Description</th>
<th>Proposed Manufacturer &amp; Model #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solid Ingot Silver (UX) exterior paint with Charcoal Black HD cloth front bucket seats, rear 60/40 split seats. Options: Police Special Service K8A (Interceptor Package) with AWD, 500A package, Code #936 and #423 to include the following equipment; Code #65L Wheel covers, Code #65U Police interior upgrade package and Code #59# #55F remote entry</td>
<td></td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

---

**Vendor Name**

*Please Print Clearly*

**Bidder’s Signature**

**Print Name & Title**

**Address**

**Phone**

**Email**

Bidders must initial and date any and all changes to their bid amount. No corrections will be accepted without Bidder’s initials and date next to any and all corrections.

---

**Primary Contact for Project**

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
</table>

---

Page 15 of 15