Invitation for Bids
For
Tohill Dust Collector Project

IFB 14-63

Modified 4/16/14
## Table of Contents

**Administration Information**  
- Institution Contacts
- Schedule of IFB Events

**Project Overview**  
- Scope

**Contract Deliverables and Requirements, Evaluation**  
- Addendum A – Required Procurement Documentation
Administrative Information

**Institution Contacts:**

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

*I FB 14-63 Tohill Dust Collector Project*

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

All questions submitted will be answered on the Purchasing Department website: http://www.rowan.edu/adminfinance/controller/purchasing/bids/advertisements.html on the date indicated below.

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 April 21, 2014 at 2:00 p.m. in the Rowan University Procurement Department located at Rowan University, in 136 Linden Hall, 201 Mullica Hill Road, 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 4/04/14
- Site Visit/Walk Through 4/09/14 @ 9:00 a.m. – Linden Hall Conference Room A
- Questions Due 4/11/14
- Answers Posted to the website 4/14/14
- Bids Due 4/21/14 by 2:00 p.m.

*Interested parties will meet for a Site Visit meeting in Linden Hall Conference Room A, 2nd Floor. The Site Visit is not mandatory, but vendors are strongly encouraged to attend. The selected vendor shall be required to assume sole responsibility for the complete effort as required for this project. No special consideration shall be given after bids are opened because of the bidder’s failure to be knowledgeable of all conditions existing at the sites.*
**Project Overview**

Rowan University is seeking to contract with a vendor to provide and install an operable partition and dust collector system for the Tohill Theater in Bunce Hall.

I. **SCOPE OF WORK**
   A. The removal of existing partition, lighting, plumbing and other related items.
   B. The installation of new partitions, door, door hardware, operable partitions, finishes, fire protection systems, dust collection system, ductwork, electrical components related to the operable partition and dust collection system and other indicated work.
   C. Further specifications and drawings for this project are available on the Contracting & Procurement website: [http://www.rowan.edu/adminfinance/controller/purchasing/bids/advertisements.html](http://www.rowan.edu/adminfinance/controller/purchasing/bids/advertisements.html)

II. **PRICING**
   A. **Pricing must be all inclusive.** Separate material, installation, plus cost for delivery, storage costs, insurance, applicable taxes, overhead and/or profit are not permitted. They are the responsibility of the awarded vendor and must be incorporated in bid pricing and paid for by awarded vendor.
   B. The vendor will arrange for the return of all erroneously ordered or shipped items at no cost to the University. There will be no restocking fee for returns of items that are damaged or shipped by the vendor in error.

III. **PROCEDURAL REQUIREMENTS AND AMENDMENTS**
   A. During the period of the contract, no changes are permitted in any of these conditions and specifications unless the vendor receives written approval from the Vice President of Facilities or their designee.
   B. The vendor shall comply with all procedural instructions that may be issued from time to time by the Vice President of Facilities or their designee.
   C. Should the vendor find at any time that existing conditions make modification in requirements desirable, he shall promptly report such matter to the Vice President of Facilities or their designee for consideration and decision.
   D. Vendors must supply Rowan University with all applicable warranty information, whether expressed or implied.
   E. The vendor shall comply with all federal, State or local laws now in effect or hereinafter promulgated which apply to the operations herein specified.

IV. **COMPLIANCE LAWS**
   A. The awarded vendor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the work to be done hereunder. Including, but not limited to:
      1. Vendors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
      2. If awarded a contract, winning vendor will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
      3. Rowan University is committed to affirmative action and equal opportunity in all areas of operation. Those submitting bids must certify that their firm has an updated affirmative action/equal opportunity program.
   B. All vendors submitting bids must not be barred or otherwise suspended from doing business with government entities as evidenced by the SAM (System for Award Management) database, fka EPLS.
C. All vendors shall be able to comply with the requirements of Public Law 2005, Chapter 51, N.J.S.A. 19:44A-20.13-25 (Formerly Executive Order 134) and Executive Order 117 (2008).

D. 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.

V. 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 bidder warrants and represents that the furniture, when delivered, shall meet or exceed all applicable standards as mandated by State and Federal regulation.

VI. 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 Bidder, its agents or employees, alone or with others, or resulting from or arising out of services provided jointly by the Bidder, 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.

VII. 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.

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

E. Dedicated Vehicles and personnel must be properly identifiable when entering University property.

IX. 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.

X. 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/advertisements.html

It will be the responsibility of the prospective vendor(s) 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. 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.

C. Submission as Public Information and Property of Rowan

The information submitted in each submission may be subject to public disclosure pursuant to State and Federal law. All submissions will become the property of Rowan. Submitted packages will not be returned to respondents.

D. 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.
E. 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.

F. 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.

G. 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.

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

I. 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.

J. 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.

K. **Rowan University Terms and Conditions** apply.

L. This IFB is not binding on the University.

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

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

O. **The bid submitted by the vendor shall be binding on the vendor.**

**XI. SUBMISSION REQUIREMENTS**

A. Conditional submissions will not be considered.

B. In order to be considered, vendors must submit a complete response to this IFB. Complete responses should include all information requested in Addendum A (Required Documentation) of this IFB and should also address all requirements otherwise listed in this document.

C. Submissions must be sealed and clearly labeled with the title “**IFB 14-63 Tohill Dust Collector Project**” and the firm’s name and business address.

D. Rowan University reserves the right to seek clarification and additional information on any point in connection with the bidders' information or other communication regarding this IFB.

E. Rowan reserves the right to reject any or all submissions, to waive any requirements of the IFB and to modify or amend, with the consent of the respondent, submissions. All submissions become the property of Rowan.

F. Rowan reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for Rowan. In addition, Rowan reserves the right to suspend or terminate the procurement process described in this 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. Product specification sheets are required.

H. Provide an estimated delivery date with submission package.
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 will be rejected.

Submit one (1) original and one (1) paper copy of your submission package no later than 2:00 p.m. on the due date to:

Procurement Department
2nd Floor, Memorial Hall
Rowan University
201 Mullica Hill Road
Glassboro, NJ 08028

Evaluation and Selection Criteria:
Rowan University reserves the right to reject any and all bids and to award to multiple vendors, in whole or part, if it is deemed advantageous to do so by the University. Awards will be based on price and functionality.

An initial screening of all submissions will be conducted to determine overall responsiveness. Submissions determined to be incomplete or non-responsive will be disqualified. Submissions must include all information requested in Addendum A (Required Documentation) of this IFB.

Note:

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

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

The undersigned bidder, in response to Rowan University’s Invitation for Bid for a Tohill Dust Collector, IFB 14-63, having carefully examined the bid documents and being familiar with the conditions surrounding the proposed project, hereby proposes to provide such product services meeting the requirements outlined in this IFB, accordance with the bid attached hereto.

Signature: 

Name: 

Company Name: 

Address: 

Phone #: 

E-mail: 

Base Bid $ 

ADD ALTERNATES:
Contractor shall provide a cost for providing and installing all work related to the motorized operable partition. Refer to Drawing’s A100, Sp100, E001, E101, PME1.2 and Specification Section 012300 for additional information.

Total Bid Including Alternative $ 
Addendum A – Goods, Professional Services and General Service Projects

UNLESS NOTED OTHERWISE, ALL APPLICABLE ITEMS MUST BE RETURNED WITH SUBMISSION PACKAGE OR SUBMISSION WILL BE REJECTED

1. ☒ Rowan University Terms & Conditions: Do Not Return with Package
2. ☒ Proposal Page Fully Executed
3. ☒ Non-Collusion Affidavit
4. ☒ Ownership Disclosure Form
5. ☒ Vendor Certification and Disclosure of Political Contributions Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 Instructions: Do not return with package
6. ☒ Vendor Certification and Disclosure of Political Contributions Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 Application - Return with package
7. ☒ New Jersey Business Registration Certificate All New Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue, prior to conducting business with the State of New Jersey. Vendors can check the status of their BRC here
8. ☒ Taxpayer Identification Request (W-9 Form)
9. ☒ EEO/AA Evidence Disclosure
10. ☒ Affirmative Action Mandatory Language Exhibit B (N.J.S.A. 10.5-31 et seq.)
    • Construction Contracts Language “B”
    • Rowan University Minority, Female & Small Business Contractors
    • Affidavit of Outreach & Subcontractor Data Sheet
11. ☒ Form of Bid Bond
12. ☒ Consent of Surety
13. ☒ Public Works Certificate
14. ☒ Signed Copy of Clarification 1
    • 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