Invitation for Bid

Boyd Recital Hall Upgrades

IFB 16-129

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
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Administrative Information

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

“IFB 16-129 Boyd Recital Hall Upgrades”

Inquiries will not be accepted by telephone. All questions submitted will be answered on the Office of Contracting & Procurement 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 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 June 16th, 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/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitation for Bid</td>
<td>June 1, 2016</td>
</tr>
<tr>
<td>Site Visit/Walkthrough*</td>
<td>June 3, 2016 at 11:00 a.m.</td>
</tr>
<tr>
<td>Questions Due</td>
<td>June 7, 2016</td>
</tr>
<tr>
<td>Answers Posted to Website</td>
<td>June 9, 2016</td>
</tr>
<tr>
<td>Submissions Due**</td>
<td>June 16, 2016 at 2:00 p.m.</td>
</tr>
</tbody>
</table>

*Interested parties will meet for the site visit at the Office of Contracting & Procurement, located on the Glassboro, NJ Campus, in Linden Hall Suite 136. The site visit is not mandatory; however, vendors are encouraged to attend. The selected vendor shall assume sole responsibility for the complete effort as required for this project.

**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 listed must be included with your submission package in order for your proposal to be deemed responsible for this offering.

<table>
<thead>
<tr>
<th>Documents</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Proposal Page (Page 12 of this IFB)</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>2. Contractor Certification and Disclosure of Political Contributions Public Law 2005</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>3. Non-Collusion Affidavit</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>4. New Jersey Business Registration Certificate</td>
<td>Must be included with the State at the time of bid opening or submission will be rejected</td>
</tr>
<tr>
<td>Vendors can check the status of their BRC <a href="#">here</a>.</td>
<td></td>
</tr>
<tr>
<td>5. Taxpayer Identification Request (W-9 Form)</td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td>6. Exhibit B: Mandatory Equal Employment Opportunity Language</td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td>7. Construction Contracts; Language “B”</td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td>8. Minority, Female and Small Business Contractors Form</td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td>9. Affidavit of Outreach &amp; Subcontractor Data Sheet</td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td>10. EEO/AA Evidence Disclosure</td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td>11. Subcontractor Disclosure Form</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>12. Form of Bid Bond (10%)</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>13. Consent of Surety (100%)</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>14. Public Works Certificate</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>15. Addendums/Clarifications &amp; Acknowledgements (if applicable)</td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td>16. 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 (The Policy and Model Procedures should be viewed, but do not need to be returned)</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>
</tbody>
</table>

**Notes:** All documents listed are required whether the proposer is a New Jersey entity or not. Please Direct any questions you have on the above information to the assigned Buyer for this project.
Project Overview

Rowan University is seeking to contract with a vendor to provide upgrades for the Boyd Recital Hall, located in Wilson Hall on the Glassboro, NJ Campus.

I. SCOPE OF SERVICES

A. The work consists of, but is not limited to the following:
   1. Finishes and equipment, mechanical, electrical and acoustical upgrades (see Drawings & Project Manual for details).

B. Summary of Project Milestones
   1. Substantial Completion: August 1st, 2016. Work shall be substantially completed within 76 consecutive calendar days from the construction start date.
   2. Final Completion: August 19th, 2016. All construction including punch-list work will be completed by these dates.
   3. Unfavorable weather conditions shall not be justification for delays in completion or final completion dates as specified. No change orders will be issued or approved for extensions of time due to weather conditions.

C. Project will be constructed under a single prime general construction contract.

D. Liquidated Damages:
   1. First thirty (30) days: $5,000.00
   2. After thirty (30) days: $5,000.00

E. Use of Premises
   1. Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond the site perimeter unless prior approval of the University is received prior to conduction of such work or operations
   2. Driveways & Entrances: Keep driveways and entrances serving premises clear and available to Rowan University, Rowan employees, and emergency vehicles at all times
   3. Do not use areas outside the limit of construction site for parking or storage of materials

F. Intent of Contract
   1. Project documents provided for contract are intended to require the contractor to provide for everything reasonably necessary to accomplish the proper and complete finishing of the work.
   2. All work and materials included in the specifications and not shown on the drawings, or shown on the drawings but not in the specifications, shall be performed and/or furnished by the contractor as if described in both.
   3. Any incidental materials and/or work not specified in the drawings or specifications which are, nevertheless, necessary for the true development thereof and reasonably inferable therefrom, the contractor shall understand the same to be implied and required, and shall perform all such work and furnish all materials as if particularly delineated or described therein.
4. Should there be an obvious error between the drawings and specifications, the most stringent constraints of the conflicting information shall be assumed by the contractor, unless otherwise stated in writing by the University project Manager or designee, and the contractor shall complete the work as reasonably required, consistent with the intent of such drawings and specifications as interpreted by the University.

5. When a conflict exists between scope specific information in this IFB and the Project Specifications, and/or accompanying documents, the Project Manual and accompanying documents take precedence.

6. For more information about the Project, please view the accompanying documents on the Contracting & Procurement Website.

II. PRICING
   A. Base bid costs must include all labor, materials, equipment, supervision, coordination efforts, services, filing fees, security, insurance and all other associated or related items specified herein that are necessary to complete the work.
   B. All costs associated with the successful completion of this project, must be included in the Base Bid on the Proposal Page.

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 & 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.

V. INSURANCE REQUIREMENTS
A. Please review the accompanying Project Specifications for details on Insurance Requirements.
B. Insurance requirements that are specified in the Project Manual take precedence over all other mentioned anywhere in this IFB.

VI. 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).
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 can be found at: Prevailing Wage Information Website

VII. 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 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 proposer warrants and represents that the items, when delivered, shall meet or exceed all applicable standards as mandated by State and Federal regulation.

VIII. **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.

IX. **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.

X. **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.

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.

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 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 website 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-propriety 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.

XIII. 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 the ‘Required Procurement Documents’ page of this IFB.
   2. Fully executed Proposal Page(s).
   3. Any and all information designated in the Project Manual and accompanying documents

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

C. Submissions must be placed in a sealed envelope and clearly labeled with the title “IFB 16-129 Boyd Recital Hall Upgrades,” 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 bid package not received on time at the noted location may be rejected.

Submit one (1) Original; one (1) Copy; and one electronic version as a single PDF (USB or CD, no email) of your bid by the required date and time to:

Office of Contracting & Procurement  
Linden Hall, Suite 136  
Rowan University  
201 Mullica Hill Road  
Glassboro, NJ 08028

**Please clearly label the original submission as “Original.”**

Note: The Original submission and Copy should contain identical information and be separate. Please do not include a single version of a document, with the intention of it to be utilized in both packages.

**For Identification Purposes:**

Please clearly label submission packaging with the following bid name:

“IFB 16-129 Boyd Recital Hall Upgrades”

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:**

It is anticipated that this project will be awarded to the lowest responsible bidder that best meets the University's needs. 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 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 16-129 Boyd Recital Hall Upgrades**, 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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
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<tbody>
<tr>
<td><strong>Base Bid:</strong> Lump Sum base bid to provide all services and materials meeting the requirements outlined in this IFB.</td>
<td>$</td>
</tr>
<tr>
<td><strong>Add Alternate #1:</strong> Ductwork silencers / Sound attenuators. See Drawings H-1 and H-2. Replace with standard ductwork.</td>
<td>$</td>
</tr>
<tr>
<td><strong>Add Alternate #2:</strong> Refinishing of Stage Floor. See Drawing A-1.</td>
<td>$</td>
</tr>
<tr>
<td><strong>Add Alternate #3:</strong> Removal of wood bead-board and construction of GWB wall at back of stage. See Drawing A-1.</td>
<td>$</td>
</tr>
<tr>
<td><strong>Add Alternate #4:</strong> HVAC Humidification system: Electric Steam Humidifier, associated piping, stainless steel ductwork etc. See Drawings H-1 and H-2.</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total Cost:**

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**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.*

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**Primary Contact for Project**

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