Request for Proposal

Construction Manager for the Adaptive Reuse and Partial Rehabilitation of Academic & Administrative Spaces

RFP 18-40

Modified December 19, 2017

Prepared by:
Rowan University
Office of Contracting & Procurement
201 Mullica Hill Road
Glassboro, NJ 08028
Bunce Hall, Suite 208
856.256.4171
bids@rowan.edu
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Administrative Information

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

“RFP 18-40 Construction Manager for Adaptive Reuse and Partial Rehabilitation of Academic & Administrative Spaces”

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 RFP Events

Due Date:
Bids must be received no later than January 8, 2017 at 2:00 p.m. - Please refer to the Submissions Requirements section of this document for details.

Invitation for Bid Timetable

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Invitation for Bid</td>
<td>October 25, 2017</td>
</tr>
<tr>
<td>Site Visit</td>
<td>October 31, 2017 at 11:00 a.m.</td>
</tr>
<tr>
<td>Questions Due</td>
<td>November 3, 2017</td>
</tr>
<tr>
<td>Answers Posted to Website</td>
<td>December 19, 2017</td>
</tr>
<tr>
<td>Bids Due *</td>
<td>January 8, 2017 at 2:00 p.m.</td>
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*Attending the Site Visit is not mandatory; however, vendors are encouraged to be present. The selected vendor shall assume sole responsibility for the complete effort as required for this project.

*Attending the Bid Opening is not mandatory.

For both the Site Visit and 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 information must be received by the required date and time. Any bid not received on time 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>
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<tr>
<th>Documents</th>
<th>Notes</th>
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<tbody>
<tr>
<td>1  Proposal Page &amp; Staffing &amp; Fee Schedule (Page 20 / Appendix 4)</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 (works best in Internet Explorer)</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 registered with the State at the time of bid opening or submission will be rejected</td>
</tr>
<tr>
<td>Vendors can check the status of their BRC <a href="#">here</a>.</td>
<td></td>
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<tr>
<td>5  Taxpayer Identification Request (W-9 Form)</td>
<td>Must be Included or Submission May be Rejected</td>
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<tr>
<td>6  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>7  EEO/AA Evidence Disclosure</td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td>8  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><strong>Policy:</strong> Do not return with package</td>
<td></td>
</tr>
<tr>
<td><strong>Model Procedures:</strong> Do not return with package</td>
<td></td>
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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
- Only the prime consultant needs to provide the Documents listed above
Project Overview

Rowan University is soliciting proposals from qualified, firms to provide Construction Management services related to the design, bidding and construction administrative services for programming and selective renovations/repurposing of some campus Facilities on its main campus in Glassboro, New Jersey.

NOTE: The adaptive reuse and renovations of two additional Facilities, Oak and Laurel Halls, have been added to the project Scope. These student Resident Facilities are being repurposed and renovated from campus student housing to administrative spaces for University use. The location and floor plans for these facilities are included in Appendix 1 and 2.

I. BACKGROUND

Rowan University has evolved from its humble beginning in 1923 as a school with a mission to train teachers for South Jersey classrooms, to a comprehensive public research university with a strong regional presence and reputation. The university's main campus is now spread over approximately 225 acres, bifurcated by Rt. 322 in Glassboro New Jersey. The two sides of the campus are referred to as the South and North Campus and are 70 and 155 acres respectively For the most part, the North campus is the hub for academic and the South for administrative functions.

Today, Rowan's over 16,000 students can select from bachelors, Masters and doctoral degree programs in colleges and schools across four campuses. The University is one of only 56 institutions in the country with accredited programs in business, education, engineering and medicine.

Sporadic changes in needs over time has resulted in the allocation and reallocation of space with several academic and administrative departments being separated and dispersed across the campus in various buildings with variable degrees of suitability for the functions being housed. In many cases, campus facilities are not being utilized effectively and efficiently, creating barriers to maximizing the quality, affordability, and availability of educational opportunities.

The Rowan campus will experience significant growth in the foreseeable future. The projected growth has resulted in a need for additional space and increased efficiency for the use of existing space on campus. The expansion and addition of various academic and research programs and associated support departments has exerted pressure for the organization of academic and administrative space across the campus.

Several capital improvements and building projects are being planned and developed to support the projected growth and need for additional space, the largest of which is the construction of a new academic and administrative facility on campus.

Additional plans and campus background information may be found on the Facilities Web Site.

II. PROJECT GOALS

A. Realize an objective of the Long Range Master Facilities Plan that identified academic buildings to be located primarily on the North side of Route 322.

B. Preserve a distinctive and historically significant iconic building, and extend its functional life.

C. Consolidate and organize key academic, administrative and student centric functions into a defined location, creating adjacencies that will enhance their functionality.

D. Enhance/increase classroom space.

E. Create a true single academic home for College of Humanities and Social Sciences (CHSS), a college that has historically been dispersed in various and often in suboptimal spaces across the campus.
F. Provide CHSS with an enhanced environment for teaching, learning, and scholarly activity to support recruitment and facilitate growth of its academic programs.

G. Enhance/increase classroom space in Savitz

H. Enhance, consolidate and increase administrative space on campus

III. PROJECT DESCRIPTION

A. The project primarily consists of the strategic adaptive reuse and rehabilitation of the following buildings located on the main Glassboro Campus (refer Appendix 1).
1. Bunce and Bole Halls located on South side of Rt. 322 and
2. Savitz Hall on the North side of Rt. 322.

B. The Project includes:
1. The relocation of the College of Humanities and Social Sciences (CHSS) from Bunce and Robinson Halls into Savitz Hall
2. Relocation of the office of the President and Provost from Bole to Bunce Hall
3. Relocation of selective executive functions to Bunce Hall
4. Relocation of selective student centric functions from Savitz to Bole Hall
5. Potential development of additional classroom space in Savitz Hall.

C. It is expected that the area occupied by the College of Performing Arts will remain in Bunce Hall.

D. The following appendices are attached for the facilities associated with the project.
1. The building location plan
2. Location of Departments and uses of the spaces in the associated Facilities

Note: The University takes no responsibility for the accuracy of data and the consultant is expected to verify the same.

IV. SCOPE OF SERVICES

A. The selected Construction Management Consultant (CM) shall provide all services necessary for the collaboration with the Architect of Record, University Project Manager and Architect during all design Phases, scheduling, budget and constructability issues, as well as bidding, construction and close out process of the project.

B. The CM will report to the University Project Manager assigned to this project, who will have overall responsibility for coordinating the design and construction effort including those of all team members in order to complete the project on time and on budget.

C. The project architect along with the University Project Manager and Architect will have primary responsibility for the design of the project in accordance with the scope approved by the University and described in RFP 18-02 Adaptive Reuse & Partial Rehabilitation of Academic & Administrative Spaces (link provided on Office of Contracting & Procurement website as reference)

D. The overall scope of CM services include but are not limited to the following tasks:
1. Provide a Review of the program furnished by the University and the Architect, to ascertain the requirements of the Project and assist at arriving at a mutual understanding of the project with the University and Architect.

2. Provide a preliminary evaluation of the University’s project schedule that includes:
   a. Programming Phase
   b. Schematic Design Phase
   c. Design Development Phase
   d. Construction Documents Phase
   e. Bid Assistance Phase
   f. Construction and Closeout Phase

3. Provide a preliminary evaluation of the University’s project budget that includes
a. Total project budget
b. Estimated construction budget
c. Estimated soft costs

4. Advise on the degree of renovations needed in which space areas within budget limitations, constructability, and degree of construction type, considering available swing space and organized phasing of construction.

5. Develop a strategic construction phasing plan to enable an efficient construction process to take place, including establishing project master and construction scheduling to ensure orderly progression of the work, in the most time efficient and effective way possible.

6. Collaborate with Rowan on strategizing and the sourcing and pursuit of swing space options to enable the orderly progression of work.

7. In addition, the CM will:
   a. Attend all bi-weekly project progress meetings in coordination with the Architect and their consultants, and with the University. The Construction Manager will provide minutes for each minute and distribute to all involved parties. Minutes will include, at a minimum, items discussed at prior meetings and how they were resolved, a two week look ahead schedule and how it relates to the overall project schedule, and a review of the overall project budget.
   b. Develop a Project Cost Estimate based upon the progress of the Architect’s Drawings and Specifications. The Cost Estimate will include all costs associated with the project including, but not limited to, construction costs, soft costs, DCA plan review and permitting fees, FF&E costs, etc. The Cost Estimate will be presented at the completion of this phase of work to the University. The CM will provide with the estimate an analysis of how the project cost compares to the University’s budget, and provide recommendations to modifications and adjustments to the scope of work should the Cost Estimate track above the University’s budget. The CM will advise the University of any possible value engineering recommendations, including Life Cycle Cost evaluations, for alternate materials and systems.
   c. Prepare and submit a monthly cash flow analysis to the University throughout the duration of the project.
   d. Develop a CPM or bar chart Project Schedule which include each phase of pre-construction and construction; and, which show milestone dates for each phase of the project. The CM will provide recommendations regarding phasing the project including a partial or phased occupancy schedule. The CM will include bi-weekly reviews of the Project Schedule they produce and recommend any special sequences that may be required to execute the work in coordination with the Owner and Architect. The schedule will be presented at the completion of each phase of work to the University.
   e. Perform a constructability and quality assurance review of the plans and specifications generated by the Architect and their consultants. The Construction Manager shall advise the University about the suitability of the systems and materials selected, the availability of labor, time requirements for procurement and installation, construction and relative costs of materials, and shall provide recommendations for economies as appropriate.
   f. Should the University elect to pre-purchase construction materials prior to putting the project out for bidding, assist the University with the pre-purchasing and delivery of such long lead materials, track these costs in the Cost Estimate and track the procurement, delivery and installation of these materials in the Project Schedule.
   g. Provide assistance and recommendations to the University for obtaining any necessary specialty professional services or studies, if required.
h. The University will be responsible for the development of the Division 0 Bidding Forms and requirements, and the Division 1 Administrative Front End Specifications. The Construction Manager and Architect will each be responsible for reviewing the Front End Specifications, and providing the University with their recommendations to make the Front End Specifications project specific.

E. Schematic Design
1. Review Schematic Design Document and report
   a. Constructability reviewers will concentrate on large issues that have a greater impact on cost.
2. Familiarize team with existing conditions and all testing
3. Provide Preliminary Design Cost Estimate and review and validate estimate provided by the design team
   a. Estimate review will focus on the basic building design concepts as well as the major systems and materials contemplated by the design team in an outline specification.

F. Design Development
1. Attend all key meetings
   a. Project Manager and Project Estimator
2. Cost estimate – project costs; with phasing impact
   a. Provide Design Development Estimate
   b. Expertise should include but not limited to: forecasting cost of work, assist in the identification of cost trends and incorporate the cost impact of constructability
3. Design Review
   a. Examine design and documents for constructability, coordination, cost impact, schedule impact, quality, and system performance.
   b. Consider whether the design can be safely and efficiently built, through an analysis of details and the required schedule/construction sequence.
   c. Development of an effective logistics and mobilization plan for the overall project
   d. Represent understanding and impact of the University’s operations and facilities, and the surrounding area.
   e. The analysis should be comprehensive, encompassing phasing, temporary facilities (if required), roadways, walkways, signage, fencing, and lighting, construction requirements (e.g., trailers, utilities, toilets and material storage.)
   f. Additionally, the team should consider and provide information regarding the impact of construction on the campus and the surrounding area, to address traffic, parking, large deliveries, such as steel and concrete, and daily small-truck deliveries, and the use of University facilities by workers.
4. Schedule
   a. Provide an Integrated Project Schedule
   b. The Schedule should capture design milestones, client activities and construction phase details. Additionally, validate schedule logic, challenge durations, create activity links and identify the project’s critical path.
   c. Highly focused schedules that help the project team make decisions and analyze options. Such as overall scope for sub projects (such as relocation of MEP equipment prior or during demolition, and services; coordination of services during Phase overlap); and providing sufficient lead time for critical early purchases.
5. Logistics
   a. Work with the University to provide moving costs and schedule

G. Construction Documents
1. Attend all key meetings
   a. Project Manager and Project Estimator and Key personnel
2. Cost estimate – project costs; with phasing impact
   a. Provide Cost Estimate at 50% and 90%
b. Expertise should include but not limited to: forecasting cost of work, assist in the identification of cost trends and incorporate the cost impact of constructability.

3. Design review
   a. Examine design and documents for constructability, coordination, cost impact, schedule impact, quality, and system performance.
   b. Consider whether the design can be safely and efficiently built, through an analysis of details and the required schedule/construction sequence.
   c. Development of an effective logistics and mobilization plan for the overall project
   d. Represent understanding and impact of the University’s operations and facilities, and the surrounding area.
   e. The analysis should be comprehensive, encompassing phasing, temporary facilities (if required), roadways, walkways, signage, fencing, and lighting, construction requirements (e.g., trailers, utilities, toilets and material storage.)
   f. Additionally, the team should consider and provide information regarding the impact of construction on the campus and the surrounding area, to address traffic, parking, large deliveries, such as steel and concrete, and daily small-truck deliveries, and the use of University facilities by workers.

H. Bid Assistance / Permitting Phase
   1. The Architect will be responsible for providing the University with PDF copies of Plan Review Documents to submit to the NJ DCA. The University will be responsible for the filing of the Plan Review Application, Plan Review Fees, and Plan Review Documents. The Construction Manager will be responsible for tracking the plan review process on the Project Schedule, tracking the plan review costs on the Cost Estimate.
   2. The University will chair the Pre-bid Meeting. The Architect and Construction Manager will each be required to attend the Pre-bid Meeting. The Construction Manager will be responsible for presenting to the bidders information regarding the overall project schedule, phasing, and other pertinent information.
   3. The Construction Manager will review qualifications of potential bidders, generate interest amongst potential bidders, advise the University as to feedback from potential bidders.
   4. The University will chair the Bid Opening. The Architect and Construction Manager will each be required to attend the Pre-bid Meeting. The Construction Manager will assist in reviewing and evaluating bids, providing a bid tabulation, and in making recommendations to the University as to the lowest responsible bidder.

I. Construction Phase
   1. The University will be responsible for the payment of permits. The CM will be responsible for assuring the Contractor completes all permit applications.
   2. The Construction Manager will verify that the Contractor has submitted all documents necessary for the Notice to Proceed. The CM will verify the execution of Contract, affidavits of insurance, bonds, etc. have been completed prior to the start of the work.
   3. The Construction Manager, in conjunction with the Architect and University will comment and approve the Contractor’s initial schedule of values and initial project schedule at the onset of the project.
   4. Advise and assist the University Project Manager to ensure all work is being completed in accordance with the contract documents and the approved Master Project Schedule, Safety Program, minority participation requirements, Project Budget including all approved Change Orders), State regulations and codes of all applicable permitting authorities. Assist the University Project Manager in supervising, coordinating and directing the work of the Contractor.
5. The chief duties will include, but not be limited to the following: A. To insure no disruption to on-going classes and/or building activities resulting from construction phasing, noise, dirt and debris, or any other construction related activity. B. Monitor the installation and maintenance of all contractor-provided safety signage and protection. C. Proper notification be given to building end users so that minimal disruption of existing building systems and users occurs. D. On-site construction supervision will also include: daily logs indicating work completed; man power on-site; field issues; quality control monitoring; coordination of the various trades; etc.

6. The Construction Manager will attend the Pre-construction and all subsequent bi-weekly project progress meetings with the Architect and their consultants, and with the University. The Construction Manager will maintain minutes of each meeting in accordance with standard construction practices. Each meeting will include, at a minimum:
   a. Review of a 2-week look back and ahead schedule and review how it relates to the overall project schedule;
   b. Recent safety performance;
   c. Upcoming deliveries;
   d. Outstanding RFI’s and submittals;
   e. Action By and Status Items;
   f. Progress payments, pencil copy review;
   g. Opening, pending, completed change orders;
   h. Status of Special Inspections and DCA Inspections;
   i. Minority/SBE performance;
   j. Coordination of Owner furnished and/or installed items;
   k. Other construction progress items;

7. The Construction Manager will be responsible for writing and distribution of Meeting Minutes.

8. The Construction Manager will attend Pre-installation Meetings with the Contractor, Architect, University, and tradesmen/subcontractors.

9. Participate in walk-through and field observations by the Architect.

10. The Construction Manager will provide a monthly report to the University Project Manager. The report will include a copy of the daily log, progress photos, a copy of the monthly cash flow analysis, assessment of the progress of the work against the Project Schedule, a report on the status of the RFI Log, Submittal Log, and Change Order Log, and other information or open issues necessary to convey to the University the progress of the work.

11. Assist the Architect with the submittal process. Consult with the University Project Manager and Architect in the development of a comprehensive submittal log. Use industry knowledge to highlight long lead time materials and/or equipment. CM will be responsible for managing the submittal process and will notify the University Project Manager of any delay by either the General Contractor and/or the Architect. All submittals falling behind schedule shall be highlighted on the log. CM should assume a minimum of two (2) rounds of submittals for each submittal required on the Project.

12. The Construction Manager will track the issuance of pencil copy payment applications and payment applications. The CM will review pencil copies with the Architect and verify percentages complete. The CM and the Architect will each be required to sign off on payment applications prior to University payment to the Contractor.

13. The Construction Manager will review change order proposals to verify the validity, purpose and costs. The CM will review the change order proposals with the Architect and University Project Manager, and provide recommendations to the University how to proceed. The CM will generate and monitor the progress of change orders against the Project Budget.
14. Regularly monitor and maintain a log of Contractors’ performance in obtaining minority and SBE Project participation including contractor efforts to engage minorities, minority business and Small Business Enterprises, business participation levels, and on-site employment aspirations. CM to advise and assist the University in obtaining all required State of New Jersey Affirmative Action and Prevailing Wage documentation.

15. Advise the University in the development and implementation of a Quality Control Plan to help ensure the General Contractor, subcontractor and service provider is performing in accordance with the design and specifications. Once the plan is developed the CM will notify the University Project Manager and General Contractor of any deficiencies and advise the University Project Manager regarding an immediate corrective action plan to remedy the deficiency. CM will maintain and regularly update a log of all noted quality assurance deficiencies and the corrective actions taken. Each item will be discussed at its respective project meeting with discussion noted in the meeting minutes for that particular meeting. The log will be updated as necessary and made available to the University and to the Architect.

16. CM shall advise the University Project Manager if work has progressed sufficiently to determine if a certificate of substantial completion can be issued by the Architect of Record.

17. Assist the Architect with review of the work completed, help develop a list of incomplete items, obtain a schedule from the Contractor for the completion of such items, and determine the appropriate date for field re-inspections by the Architect.

18. The Construction Manager will assist the University with University FF&E Procurement, locksmith, and other University vendors, assisting the vendors coordinate their activities with the Contractor and his tradesmen. The CM will incorporate the vendor procurement and execution into the Project Schedule, and will assist the University with assuring these activities are included with the Contractor’s project schedule.

19. The Construction Manager will verify the scheduling and status of progress inspections, final inspections, and issuance of the Certificate of Occupancy with the Contractor. The Construction Manager will report to the University as to any potential issues leading up the inspections, approvals, and issuance of the Certificate of Occupancy.

20. The Construction Manager will coordinate all training sessions between the Contractor and the University. The CM will be responsible for assuring that all training sessions are held, recorded, and documents turned over to the University as part of project closeout.

21. The Construction Manager will review the completeness of the Contractor’s closeout documents (i.e. as-built, O+M manuals, surety releases, warranties, guarantees, lien wavers, insurance turn over, etc.). The CM will assure delivery of hard and PDF copies to the University.

22. The Construction Manager will be responsible for scheduling an 11-month Post-occupancy meeting with the Contractor, the Architect, and the University. The meeting will be held 11 months after the date of Substantial Completion. The CM will chair this meeting. The CM will help the University assure that any open warranty items are addressed by the Contractor prior to the expiration of the warranties.

23. Assist the University Project Manager with project specific financial and cost accounting. Cost accounting records shall be maintained for all project costs. The CM shall be responsible for maintaining such records. The CM shall make available all records necessary to verify the nature and extent of the costs associated with the execution of the project contract(s) to the University and State of New Jersey as applicable and required. Such inspection shall be available up to 3 years after the completion of the contract.

24. CM services and obligations under this scope of work shall be considered completed once the end users have occupied the building, are using it for its intended use, all project documentation has been accounted for, received, approved and transmitted to the University and closed out to the satisfaction of the University.
V. SUPPORTING INFORMATION
   A. Budget: The total construction project budget is $10M. The selected firm shall provide a breakdown of the construction budget and routinely update and validate the budget for the project. The construction budget includes all hard cost including construction contingency.
   B. Schedule: Please refer to Appendix 3, which is A DRAFT schedule that outlines Rowan’s thoughts on the project logic flow (critical path) for Project.
   C. Rowan will rely on the expertise of the successful respondent to independently propose schedule modifications or adjustments to enhance the efficiency of the project approach and to ensure a successful and timely project delivery.
   D. The goal is to have each space vacant to avoid renovating in occupied spaces, however conversely there is a sensitivity relating to timeliness of delivery for all spaces. The DRAFT schedule attempts to represent this overall sensitivity and should only be used as a guidance document.

VI. PRICING
   A. Fee proposal for the services described herein shall be a Lump Sum Fixed Fee that includes overhead, profit, insurance, etc. and reimbursable expenses
   B. No proposal may be withdrawn for ninety (90) days.
   C. Use the format provided on the Proposal Page of this RFP.
   D. Refer to the Proposal Page for additional information.

VII. TERM OF CONTRACT
   A. Contract will be for the amount of time necessary to complete all the requirements of this RFP as determined by the documents and contract provided by the Rowan University Facilities Planning & Construction Department.
   B. The University reserves the right to terminate the awarded contractor’s services for cause or convenience at any time during the term of the contract.
   C. In the event that the University terminates services, written notice will be provided thirty (30) days in advance of termination date.

VIII. 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 level agreements specifying time parameters for response time, system upgrades and troubleshooting, along with service level commitments, 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.

IX. **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 and non-contributory to any other insurance available and any limitations of Vendor’s insurance will not relieve the Vendor of its indemnification responsibilities to Rowan University and the State of New Jersey per Section IX. 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:
   - Per occurrence: $1,000,000
   - Products/completed operations aggregate: $3,000,000
   - Personal and advertising injury: $1,000,000
   - General aggregate: $3,000,000

4. A “per location or Project endorsement” shall be included so that the general aggregate limit applies separately to the Rowan location or Project.

5. Comprehensive Automobile Liability insurance 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 two million dollars ($2,000,000) per occurrence.

6. 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 five million dollars ($5,000,000) per occurrence, one five million dollars ($5,000,000) general aggregate, and one five million dollars ($5,000,000) products/completed operations.
7. 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.

8. Professional (Errors & Omissions) Liability insurance, if applicable, in minimum amounts of five million dollars ($5,000,000) 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 but are not discovered or reported until after cancellation of the claims made policy regardless of when a claim is made.

D. The General Liability and Automobile Liability policies shall each name Rowan University and the State of New Jersey as additional insureds.

E. Vendor shall bear all costs of all policy deductibles.

F. Vendor may, if they so desire, include with their proposal the applicable certificates of insurance. This will expedite the contract award process for the awarded vendor.

G. Within ten (10) days after receipt of notice of intent to award contract, and if applicable, annually thereafter until contract termination, Vendor will furnish Rowan University with Certificates of Insurance evidencing all required insurance.
   1. Certificates must evidence the Additional Insured language.
   2. Certificates will be submitted to the Senior Director of Contracting and Procurement, Rowan University, 201 Mullica Hill Road, Glassboro, NJ 08028.

H. The awarded vendor shall assume all responsibility for its actions and those of anyone else working for it while engaged in or traveling to or from any activity connected with this agreement. The successful proposer agrees to defend, indemnify, and hold harmless Rowan University and its officers, agents, staff members and employees, from all actions, claims, and demands whatsoever that may be asserted by, or on behalf of anyone, against the University, its officers, agents, staff members and employees because or as a result of, any accident, injury or illness that may occur to or be sustained by any person, agency, or company that arises out of the activities conducted under this RFP by the proposer, their employees or anyone acting on the proposer’s behalf.

I. Rowan University, as a State funded University, will not indemnify vendors in any form.

X. 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).
XI. **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 RFP.

B. Any Agreement arising from the award of this RFP 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 RFP, 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.

XII. **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.

XIII. **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.

XIV. **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.

XV. **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.

XVI. **GENERAL**

A. Rowan University may need to issue one or more addenda related to this RFP. Such addenda shall be added to the original RFP 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 RFP process for updated information or addenda related to this RFP.

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. In addition, Rowan reserves the right to suspend or terminate the procurement process described in this RFP 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.

F. **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.

G. Any modification(s) to the bid documents prior to award may invalidate the entire submission.

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

1. The information in each submission may be subject to public disclosure pursuant to State and Federal law.

2. All submissions will become the property of Rowan. Submitted packages will not be returned to respondents.
3. 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.

4. It is the responsibility of the prospective vendor to indicate what submitted information is proprietary.

I. 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.

J. 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.

K. By responding to this RFP, firms acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.

L. Submissions which, in the sole judgment of Rowan, fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

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

N. 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.

O. 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.

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

Q. This RFP is not binding on the University.

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

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

T. The proposal submitted by the vendor shall be binding on the vendor.

U. Bidders assume sole responsibility for the complete effort required in this RFP. 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 RFP. 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 RFP.

V. 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 advance, written notice to the vendor.

W. 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.
X. 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.

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

Z. 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.

AA. The vendor will be responsible for any additional costs incurred by the University in utilizing any replacement firm because of the Vendor’s failure to perform under the resulting contract.

XVII. SUBMISSION REQUIREMENTS

A. In order to be considered, vendors must submit a complete response to this RFP.

B. Submissions should be concise and shall be organized in a manner so the selection committee may quickly access pertinent information.
   1. Every effort should be made to avoid duplicating the information presented in the submission.
   2. Each team’s RFP must include an index and be organized by discrete sections corresponding to the criteria and in the same order as listed below.
   3. Submissions in any other format will be considered informal and may be rejected.
   4. Conditional submissions will not be considered.

C. Submission Format:
   1. Table of Contents
   2. Cover Letter
      a. Submittal responses must have a cover letter on a letterhead signed in ink by all persons required under the applicable organizational documents in order to bind the Proposer on the submittal response. At minimum it should include:
         ● Identification of the prime consultant and the team members.
         ● A high level summary of your team’s relevant qualifications.
         ● Acknowledgement that you have reviewed any addenda issued to the RFP, as posted on the University’s website.
         ● The name and contact information of the individual in your firm that the University should contact
   3. Organizational Information
      a. Describe the organization and overall structure of your organization and proposed team; including sub-consultants. Indicate the composition and number of staff, facilities available and experience of your firm/team, sub consultants etc.
   4. Project Approach
      a. In no more than 200 words and diagrams, explain why your organization is uniquely qualified to provide professional services for Rowan University. Include any additional scope of services you could provide that, in your opinion, may benefit the overall management and success of the project. Also, feel free to provide any other information which you feel would be helpful in the selection of your firm on for this project.
   5. Projects & Relevant Work Experience
      a. Provide three (3) examples of related projects, preferably of similar scope and size that would best assist in assessing if your firm/team is the most suitable to provide services for this project.
b. Indicate if services provided were as the prime consultant or sub consultant. If as a sub consultant, please identify the Prime consultants

6. Staffing & Fee Schedule
   a. Please complete the Staffing and Fee schedule form (Appendix 4). Fees should include all costs, (overhead, profit, insurance, etc.)
   b. The Grand total should include all reimbursable expenses and would make up the Lump Sum Fee identified on the proposal page of this RFP.
   c. The attachments (item 7 below) should include hourly fees for key members- principal, associate, project manager, administrative etc. that will be working on the project. These should align with those to complete the Staffing and Fee schedule on Appendix 4, attached.

7. Attachments
   a. Resumes, references, qualifications appropriate certification and licenses for all key team members (prime consultant and sub-consultants).
   b. Indicate which team members will be responsible for review and submission of permits. Provide names of those team members which have specific knowledge of and experience with the approval and permit processes of the State of New Jersey Department of Community Affairs, Department of Environmental Protection and other applicable area regulatory agencies, and with the administrative review processes and requirements with other applicable NJ State public agencies.
   c. Provide hourly fees for key members principal, associate, project manager, administrative etc.
   d. Proof of all discipline required certifications and licensing.

8. Required Procurement Documents: Proposals should include all information requested on the Required Procurement Documents page of this RFP.
### Evaluation and Selection Criteria

Selection of the awarded vendor(s) shall be based solely on the Review Committee’s evaluation of the submissions and the criteria set forth above. Rowan reserves the right to interview the respondents. Rowan also 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 RFP 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.

Submission of a Proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer that is determined to be the most advantageous to the University.

By responding to this RFP, firms acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.

Requests for Clarification by the University: The University may request that any proponent clarify or supplement any information contained in any Proposal. Proposers are required to provide a written response within two (2) business days of receipt of any request for clarification by the University.

The award of this RFP will be based upon a review and analysis of all proposals to determine which proposal/proposals best meet the University’s needs. The contract award will be based on a points-earned matrix derived from a service and financial evaluation:

<table>
<thead>
<tr>
<th>Scoring Category</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate and Proposed Project Team</td>
<td>0 – 25</td>
</tr>
<tr>
<td>Project Approach</td>
<td>0 – 25</td>
</tr>
<tr>
<td>Projects &amp; Relevant Experience</td>
<td>0 - 25</td>
</tr>
<tr>
<td>Staffing &amp; Fee Schedule</td>
<td>0 - 25</td>
</tr>
</tbody>
</table>

**Note:**

- If a vendor submits a proposal that does not provide detailed and coherent information regarding a specific scoring category, the vendor will be granted zero (0) total points for that category.

- The University reserves the right to conduct reference checks.
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, please send multiple emails with, Part I, Part II, etc.)
- **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 PREFERABLY 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 RFP.
The undersigned firm, in response to Rowan University’s **RFP 18-40 Construction Manager for Adaptive Reuse and Partial Rehabilitation of Academic & Administrative Spaces**, having carefully examined the RFP 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 RFP.

<table>
<thead>
<tr>
<th>Description</th>
<th>Costs</th>
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<tbody>
<tr>
<td>Lump-Sum Fee</td>
<td>$</td>
</tr>
</tbody>
</table>

Note: The fee structure is lump sum payable based on percent complete. Design professional can receive 100% payment on Design Services only after receiving final release from NJ DCA plan review.

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**Vendor Name**

(Please Print Clearly)

**Bidder’s Signature**

**Print Name & Title**

**Address**

**Phone**

**Email**

*Bidder’s 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>
<th>Phone</th>
<th>Email</th>
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</thead>
</table>

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**Location of Office Serving This Project:**

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Appendix 1

Appendix 1
Rowan University
Appendix 2

Bunce Hall – First Floor
Appendix 2 (continued)

Bunce Hall – Second Floor
Appendix 2 (continued)

Bunce Hall – Third Floor
Additional Information

The following appendices can be obtained on the Office of Contracting & Procurement’s website: https://sites.rowan.edu/procurement/bids/index.html

- Appendix 2 - Continued (Additional Oak & Laurel Drawings)
- Appendix 3 – Oak and Laurel Draft Schedule
- Appendix 4 – Staffing & Fee Schedule (must be fully executed and included with submission)