Request for Proposal

Design Services: James Hall Façade & Leak Repairs

RFP 18-46

Document Modified: December 21, 2017
- Insurance Requirements (p. 10 of 19)

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 18-46 Design Services: James Hall Façade & Leak Repairs”

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 4, 2018 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>December 7, 2017</td>
</tr>
<tr>
<td>Site Visit</td>
<td>December 13, 2017 at 11:00 a.m.</td>
</tr>
<tr>
<td>Questions Due</td>
<td>December 15, 2017</td>
</tr>
<tr>
<td>Answers Posted to Website</td>
<td>December 19, 2017</td>
</tr>
<tr>
<td>Bids Due *</td>
<td>January 4, 2018 at 2:00 p.m.</td>
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</table>

*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>
<thead>
<tr>
<th>Documents</th>
<th>Notes</th>
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<tbody>
<tr>
<td>1. Proposal Page (page 18 of this RFP)</td>
<td>Must be Included or Submission Will be Rejected</td>
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<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 registered with the State at the time of bid opening or submission will be rejected</td>
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<tr>
<td>Vendors can check the status of their BRC here.</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>
</tr>
<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</td>
</tr>
<tr>
<td>• Policy: Do not return with package</td>
<td></td>
</tr>
<tr>
<td>• Model Procedures: Do not return with package</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.
Project Overview

Rowan University invites proposals from qualified, licensed firms to provide all services related to the design, bidding and construction administrative services for selective demolition, repairs and reconstruction for the James Hall Façade at the main campus in Glassboro, New Jersey.

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.

Albeit a relatively young building, James Hall has quite a numerous amount of problems with its exterior skin. Leaks have plagued the building in recent years. This has resulted in numerous repairs and frustrated occupants within the building. Rowan University realizes the need to make the repairs and wants to bring the building to a condition where its occupants can comfortably work, teach and learn.

James Hall is located on the main campus in Glassboro, NJ. It is north of 322 and bound by Carpenter St., North Campus Drive and Bowe Blvd. The University is seeking a qualified firm to provide Design Services for construction documents to rectify the problematic leaks and restore the façade to its current, pre-repair aesthetics, following the repairs.

In 2016, the University engaged CVM Engineers to conduct a forensic study to review the building leaks. The study yielded some startling results. The building has issues in numerous locations with flashings incorrectly installed and incorrectly assembled systems. This study is available and will essentially be the backbone for this project. The University wants the basis of this study to serve as the outline for the areas of the building to be repaired.

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

II. PROJECT GOALS

A. Provide construction documentation for the repairs necessary to properly remove exterior skin systems, make those repairs and reinstall the exterior skin systems by salvaging the existing brick, block, panels, louvers, etc.

B. Provide onsite observation that the systems are repaired correctly to assure that the issues outlined in the CVM report have been addressed such that leaks will not occur again.
III. PROJECT DESCRIPTION

A. Refer to Appendices at the end of this RFP for the overall site plan and the existing and/or proposed building plans. Note: The University takes no responsibility for the accuracy of data and the consultant is expected to verify the same.

B. The University at the time of the writing of this RFP does not intend to hire a Construction Manager to assist in the Work, but the University reserves the right to hire a Construction Manager to assist in the Work. The University will rely on the Designer to provide onsite review and confirmation that repairs are progressing per the Construction Documents and approved submittals.

C. The Designer is NOT required to draft utilizing Revit or other BIM software. See additional notes under DELIVERABLES regarding drafting software.

D. The project is to consist of making repairs to the building at the following trouble areas:
   1. Window head flashings in the brick façade at the North Elevation.
   2. Louver removal at the East Elevation to install a proper sill. (If this repair can be made without removing the louver, we may want to price this as an alternate to save money.)
   3. Installation of new flashings or replacement of existing flashings at the roof level masonry at the elevators.
   4. Properly reconfiguring flashings at stair towers at the third floor to discourage water from entering the building/curtainwall.
   5. The south canopy-to-roof interface. (Despite the report not mentioning issues for this same canopy at the West Elevation, the repair should involve the same detail. So continuing this repair onto the West Elevation should be included. It may also turn into an add-alternate price at the time that we put the project out for Construction Bidding.)
   6. The Southeast Corner windows are preferred to be repaired via a properly sloped flashing. (If this repair can be made without removing the louver, we may want to price this as an alternate to save money.)
   7. Determine the material missing at the Northeast corner louvers and properly repair.
   8. Roofing level raised parapet wall with exposed plywood.
   9. Assess the gasketed panel system to determine the adequacy of the gaskets. If replacement is needed, specify the proper material(s) for replacement.
   10. Specify the proper removal and replacement of sealant at the caulked panel system. This same panel system also exists on the roof level of the building.
   11. Any other areas mentioned in the CVM report, which are not listed above, must also be included in the scope of work.
   12. Although not noted for the entire façade, the University would like to also include replacement of the base flashing (at the window heads for the strip windows) for brick and metal panels that are on the entire North Elevation and extend around to the West Elevation (stopping at the west entry doors). This would be for all three floors. Pending the pricing, this may also turn into an add-alternate price for the Construction Bidders. This would not include the base flashing at ground level.
   13. The assumption cannot be held that all areas of the building have been built exactly the same or as portrayed on the CVM report. The Designer must allow for modifying details when a differing condition arises during the CA Phase. The Designer must be able to provide written guidance to accommodate the Contractor to complete the work in these situations.
   14. The University does not wish to add materials to the project that would screen or conceal leaking areas as might be suggested in the CVM report.
   15. Providing safe removal methods of materials to protect life and the existing building integrity.
   16. Providing proper instruction to remove and replace existing and new materials for the Bidding Contractor.
   17. Specifying proper materials to reinstall all materials/systems so that they function properly. This should include and not be limited to caulk(s), gaskets, grout, mortar, etc.
18. The University does not suspect any asbestos-containing materials at the CMSRU.

E. The Project includes:
   1. Design Development and Field Verification
   2. Construction Documents.
   4. Bid Assistance.
   5. Construction Administration.
   6. Project Closeout.

IV. MEETINGS
A. Attendance at a Design and Construction Kickoff Meetings.
B. Attend Bi-weekly Design Meetings until the project reaches 100% Construction Documents. This may be minimal between the Kickoff Meeting and until adequate detailing has been generated.
C. Attend one Bid Review meeting.
D. Attend weekly Construction Meetings. The Designer must provide representation at these meetings that is qualified to answer questions or re-design unforeseen conditions on the spot.

V. DELIVERABLES
A. It is anticipated that the deliverables will include, but not be limited to drawings, specifications, samples, presentations, project schedules, and cost estimates in hard and digital copy. Electronic versions of the deliverables are as follows:
   1. Drawings – AutoCAD and PDF
   2. Specifications – MS Word and PDF
   3. Schedule – MS Project and PDF
   4. Cost Estimate – Excel and PDF
   5. Presentations and Renderings – PDF
   6. Calculations and Cut Sheets – PDF
   7. As-built Drawings – AutoCAD and PDF

B. Design Development (DD) Phase Submission Requirements
   1. We are anticipating skipping a formal Programming and Schematic Design Phases. Due to the forensic work already performed by CVM, our scope is defined and we can move along to detailing repair methods.
   2. If any Design Development is anticipated, the Designer may do so at their discretion.
   3. If any additional Field Verification is requested by the Designer, it is up to the Designer to do so and provide adequate access (aerial lift, tools, equipment, safety, etc.) and labor for removals, selective demolition, and replacement in kind as needed.
   4. By including Design Development and/or Field Verification, this will not allow for the Designer to consume more calendar days on the project. See SUPPORTING INFORMATION for more details on the schedule that must be adhered to.

C. Construction Documentation (CD) Phase Submission Requirements
   1. A Project Cost Estimate indicating construction costs, design costs, permit fees, contingencies, escalation estimates, etc. and a cost for each anticipated alternate.
   2. Project Schedule and a written description of cases forcing changes to the project schedule.
   3. 100% complete bound project specification manual complete with general and technical sections which have been reviewed for proper coordination between trades. Front End Sections, including Instructions to Bidders, General Conditions, Division 0 and 1 Sections, etc., will be provided by the University to be coordinated and incorporated into the overall Project Manual by the Designer.
4. 100% complete contract drawings which will detail the installation of all equipment and materials to the affect a functional system in accordance with the intent of the program. Multiple sections showing design intent shall be included.

5. Documents must be prepared in compliance with the NJ DCA’s ePlan Review Requirements. Should DCA require a resubmission, the Designer shall do so until DCA grants 100% approval. This also includes stamping the drawings and specifications with the proper Architect or Engineer’s stamps.

6. Code review and application to the Construction Documents must be adhered.

7. Meeting minutes from Construction Documentation coordination meetings.

D. Permitting Phase (PM) Requirements

1. Provide the University one (1) set of signed and sealed PDF drawings, specifications, calculations, etc. for DCA plan review and permitting submission. The University will file the applications to the DCA for plan review via the DCA’s eFile service. The University will file the applications to the DCA for the permit applications. The University will pay for the plan review and permit applications. The Architect will provide the necessary information to the University to complete the plan review application and the Architect will provide the necessary information to the University to complete the permit application tech sections.

2. Responses to all DCA comments until the DCA has approved the plan review documents. Responses will be provided in a timely manner.

3. Upon approval of the DCA approval of the plan review application documents, provide the University with a conformed set of DCA approved documents: one PDF copy and one full-size, hard copy set of the approved documents.

4. The Design Professional will be responsible for filing any and all applications and providing the required documents to the remaining Authorities Having Jurisdiction in order to fully permit the project. The Design Professional will provide hard and PDF copies of all applications documents to the University.

E. Bidding and Contract Award (BCA) Phase Requirements

1. Prepare and distribute meeting agenda and minutes for and from the Pre-bid Meeting.

2. Prepare addenda, clarifications and sketches as required.

3. Review and address questions.

4. Provide cost analysis of bids in comparison to the University’s Budget after Bid Opening Meeting.

5. Prepare a conformed set of contract documents for the University and the Contractor prior to the start of Construction.

6. In the event that any of the Addenda revisions or clarifications require an amendment to the DCA plan review approval, the architect will be responsible for providing the additional documents to file with the DCA at no additional cost to the University.

F. Construction Administrative (CA) Phase Requirements

1. Chair project Pre-construction Meeting, bi-weekly construction progress meetings, and contractor required pre-installation meetings.

2. Prepare and distribute meeting minutes. Minutes must be distributed for consumption within 48 hours after meetings.

3. Respond to all requests for information and other contractor job specific questions. If questions cannot be addressed via email, fax or over the phone, etc., have appropriate consultants attend progress or pre-installation meeting to address issues in person.

4. Provide all required sketches, architects supplemental instructions, bulletins, etc., as required to insure clarity of design intent to contractor.
5. Produce Field Observation Reports for every site visit. This Report needs to document the current construction activities, applicable discussions on the ongoing or upcoming work, resolutions made to allow work to continue, improper work performed by the Contractor, resolutions to correct improper work, review of improper work for conformance, etc. Field Observation Reports must be distributed for consumption within 48 hours after meetings.

6. Review and approve contractor’s Schedule of Values Continuation Sheet Unit Breakdown along with University Facilities Designated Representative.

7. Review and approve contractor’s applications for payment.

8. Review and approve contractor’s progress schedules.

9. Review and approve allowance authorization or change order requests.

10. Review and approve contractor submittals and shop drawings. If adequate information is provided, product equals must be considered for review as well.

11. Review and confirm test reports for compliance with Contract Documents.

G. Project Close-Out (PCO) Phase Requirements

1. Develop punch-list.

2. Verify correction of punch-listed items.

3. Review, approve, and secure all close-out documentation required from the contractor, including all maintenance and operating manuals, as built drawings, guarantees, warranties, testing certificates, etc.

4. Assist University and contractor in acquiring final DCA inspections and Certificate of Occupancy.

5. Along with University Facilities Designated Representative, review and approved contractor’s invoice for final payment, consent of surety any lien waivers, or other required final release documentation and extended insurance certificates.

6. Support/defend the University in any claims as a result of the project.

7. Schedule an 11-month Warranty Meeting with the University Project Manager and the Contractor, to walk the building, identifying any open warranty items that need to be addressed prior to the expiration of the Contractor’s Warranty.

VI. SUPPORTING INFORMATION

A. Budget: The total project budget is $525,000. This budget is the all-inclusive project cost, including professional fees, construction costs, soft costs, etc.

B. Schedule: The services to be provided under this RFP are to be completed as follows per the approximate dates below:


VII. PRICING

A. Cost proposal for the services described herein shall be based on a Lump Sum Fixed Fee. The fee proposal shall be itemized by the prime consultant and each sub-consultant for each phase of the project.

B. The fee shall include all reimbursable costs such as, but not limited to, postage, reproduction, travel, consultants and sub-consultants and presentations (reimbursables will not be a separate billable charge on the project).

C. Pricing must be all-inclusive. All services and labor must be represented on the Proposal Form.

D. No proposal may be withdrawn for ninety (90) days.

E. Use the format provided on the Proposal Page of this RFP.
F. Refer to the Proposal Page for additional information.

VIII. **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.

IX. **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.

X. **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 million dollars ($1,000,000) 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 million dollars ($1,000,000) per occurrence, one million dollars ($1,000,000) general aggregate, and one million dollars ($1,000,000) products/completed operations.

7. Professional (Errors & Omissions) Liability insurance, in minimum amounts of five two million dollars ($52,000,000) 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.

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.
XI. **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).

XII. **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 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.

XIII. **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.
XIV. **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.

XV. **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.

XVI. **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.

XVII. **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 advanced, 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.

XVIII. 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:
         • A high level summary of your team’s relevant qualifications. A Building Envelope Consultant is preferred for this project. If you choose not to hire a Building Envelope Consultant with extensive experience, the Designer must demonstrate a high level of adequate, exterior envelope consulting and execution to the University.
         • Identification of the prime consultant and the team members.
         • Mandatory named prime consultants shall include:
            o Architect (if not the prime professional)
3. Organizational Information
   a. Describe the organization of your proposed team. Indicate the composition and number of staff, facilities available and experience of your firm/team, sub consultants etc.
   b. In no more than 200 words, explain why your organization is uniquely qualified to provide professional services for Rowan University. Include any other information, which you feel would be helpful in the selection of your firm on for this project.

4. Scope of Services
   a. Include a detailed Scope of Work Statement describing all services that could/would be provided for the project and/or University. Clearly identify additional services/scope, if any, that you feel may be of added value to the project.
   b. List/Describe Project Deliverables for the scope of services above.

5. Projects
   a. Provide five (5) 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 design services for this project. Projects that reflect the use of sustainable principles, wherever possible, are preferred. Renderings and other illustrations, if applicable, should be included.
   b. Indicate if services provided were as the prime consultant or sub consultant. If as a sub consultant, please identify the Prime consultants

   a. Work plan, Strategy and Approach that demonstrates a clear understanding of the project and sequence of tasks. Inclinations of a design approach to addressing the problem and a proposed delivery methodology are strongly encouraged.
   b. Clearly indicate why any additional services/scope that you may have identified, you feel may be of added value to the project.

7. Fees
   a. Fee proposal itemized by each sub-consultant as an attachment to the Proposal Page, for each phase of the project, along with an upset limit for reimbursable costs and an itemized reimbursable cost schedule.

8. Appendices
   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.

9. 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>Organizational Information</td>
<td>0 – 10</td>
</tr>
<tr>
<td>Scope of Services</td>
<td>0 – 15</td>
</tr>
<tr>
<td>Projects and Relevant Experience</td>
<td>0 - 35</td>
</tr>
<tr>
<td>Work Plan, Strategy and Approach</td>
<td>0 - 35</td>
</tr>
<tr>
<td>Cost</td>
<td>0 - 5</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 PERFERABLY AS A SINGLE FILE.**

Respondents are cautioned that reliance on the US Postal Service, other mail delivery, and/or courier service for timely delivery of submissions, is at their risk. Mailing submissions should allow for normal mail delivery time and internal circulation within the University to ensure the timely delivery to the Office of Contracting & Procurement. The University will not be responsible for submissions which do not meet the scheduled deadline.

**Evaluation and Selection Criteria:**

An initial screening of all submissions will be conducted to determine overall responsiveness. Submissions determined to be incomplete or non-responsive may be disqualified. Submissions must include all information requested on the Required Procurement Documents page of this RFP.
The undersigned firm, in response to Rowan University’s **RFP 18-46 Design Services: James Hall Façade & Leak Repairs**, 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>
</tr>
</thead>
<tbody>
<tr>
<td>Design Development (DD)</td>
<td>$</td>
</tr>
<tr>
<td>Construction Documents (CD)</td>
<td>$</td>
</tr>
<tr>
<td>Permitting &amp; Bid Assistance (PM &amp; BCA) Phases</td>
<td>$</td>
</tr>
<tr>
<td>Construction Administration &amp; Project Closeout (CA &amp; PCO) Phases</td>
<td>$</td>
</tr>
<tr>
<td>Total Cost</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.

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.
Appendix 1

Main Campus Site Plan showing Location of James Hall