Request for Proposal

Design Services: Student Center Ballroom

RFP 19-28

Modified: October 24, 2018
- Schedule of Events (p. 2 of 16)
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Administrative Information

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

“RFP 19-28 Design Services: Student Center Ballroom”

Questions or inquiries regarding RFP 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:

Requests for Proposals (RFP) must be received no later than the time referenced in the Schedule of Events Timetable below. Please refer to the Submissions Requirements section of this document for details.

Schedule of Events Timetable

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposal</td>
<td>October 15, 2018</td>
</tr>
<tr>
<td>Site Visit</td>
<td>October 18, 2018</td>
</tr>
<tr>
<td>Site Visit</td>
<td>October 18, 2018 at 10:00 a.m.</td>
</tr>
<tr>
<td>Questions Due</td>
<td>October 22, 2018</td>
</tr>
<tr>
<td>Answers Posted to Website</td>
<td>October 23-24, 2018</td>
</tr>
<tr>
<td>Submissions Due (see information below)</td>
<td>October 30-31, 2018</td>
</tr>
<tr>
<td></td>
<td>October 30-31, 2018 at 2:00 p.m.</td>
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</tbody>
</table>

Site Visit Information

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.

Site Visit will be held at Bunce Hall, Suite 208, located on the Glassboro, NJ Campus.

Bid Opening Information

Attending the Bid Opening is not mandatory.

Bid Opening will be held in Bunce Hall, Suite 208, located on the Glassboro, NJ Campus.

In order to be considered for the award, all information must be received by the required date and time. Any RFP 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></th>
<th>Required Procurement Documents</th>
<th>Notes</th>
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<tbody>
<tr>
<td>1</td>
<td>Proposal Page (page 16 of this RFP)</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>2</td>
<td><strong>Contractor Certification and Disclosure of Political Contributions Public Law 2005</strong></td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>3</td>
<td><strong>Ownership Disclosure</strong></td>
<td>Must be Included or Submission Will be Rejected</td>
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<tr>
<td>4</td>
<td><strong>Non-Collusion Affidavit</strong></td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>5</td>
<td><strong>New Jersey Business Registration Certificate</strong></td>
<td></td>
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<tr>
<td></td>
<td>Vendors can check the status of their BRC <a href="#">here</a></td>
<td>Must be registered with the State at the time of RFP opening or submission will be rejected</td>
</tr>
<tr>
<td>6</td>
<td><strong>Taxpayer Identification Request (W-9 Form)</strong></td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td>7</td>
<td><strong>Exhibit A Mandatory EEO Language for Goods, Professional Services &amp; General Service Projects</strong></td>
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<tr>
<td>8</td>
<td><strong>EEO/AA Evidence Disclosure</strong></td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td>9</td>
<td><strong>Disclosure of Investment Activities in Iran Form</strong></td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>10</td>
<td><strong>MacBride Principals Form</strong></td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>11</td>
<td><strong>New Jersey Policy Prohibiting Discrimination in the Workplace &amp; Model Procedures for Internal Complaints Alleging Discrimination in the Workplace, and Acknowledgement of Receipt</strong></td>
<td></td>
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<tr>
<td></td>
<td>• Policy: Do not return with package</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Model Procedures: Do not return with package</td>
<td>Must be Included or Submission May be Rejected</td>
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<tr>
<td></td>
<td>(The Policy and Model Procedures should be viewed, but do not need to be returned)</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 Firms to provide design services for the Student Center Ballroom, located in the Chamberlain Student Center, on the Glassboro, NJ campus.

I. PROJECT DESCRIPTION
   A. New Ballroom will include, but not necessarily limited to, the following:
      1. Remove wallpaper from foyer and restrooms and replace with paint
      2. Paint cubicles in restrooms/refurb restrooms
      3. New toilet paper dispensers
      4. Refresh the wood wainscots
      5. Replace floors
      6. Patch/paint entire suite
      7. Replace lighting with LED
      8. Replace curtains
      9. Remove old speakers
      10. New doors/hardware
      11. New chairs (approx. 400)
      12. New podiums
      13. Convert coat room to two storage rooms
      14. New trash cans
      15. Keep existing tables/technology/ceilings/chandeliers
   B. Project Schedule
      1. Schematic Design will need to be complete by 12/7/18. Design Development will need to be complete by 12/28/18. Construction Document will need to be complete by 1/11/19. Construction is to start 5/6/19, and be complete by 6/11/19.
   C. Project Budget: $450,000.00

II. SCOPE OF SERVICES
   A. Professional Services: This RFP is soliciting design services including Schematic Design, Design Development, Construction Documentation, Bidding and Award, and Construction Administration for the above mentioned project. Proposed fees shall include all necessary sub-consultants identified by the proposer. In addition to these services the selected engineering firm will be required to:
      1. Identify / confirm the schedule for design, bid and award, and construction.
      2. Determine the impact of construction on surrounding facilities and the current occupants. This understanding will require phasing of the project to accomplish renewal with minimal impact to occupants.
      3. A cost estimate prepared by the design team is required at the end of the Schematic Design and Design Development phases, and prior to the end of the Construction Documentation phase. The design team’s cost estimates for SD must be reconciled to within a 5% differential of the cost for construction budget prior to proceeding with subsequent design phases. The lead design professional shall lead any reconciliation or value engineering effort needed to ensure the project is on track to meet the construction budget.
      4. Include engineering services by firms that have knowledge of and experience with New Jersey codes and review processes.
      5. The design professionals shall cooperate and participate with University consultants who may include a commissioning agent who will be brought into the team early in the design process.
      6. Include in this proposal time and fee for coordination of such consultants.
7. Proposers also shall include in this proposal the services of a balancer to conduct pre-balancing readings of all the HVAC equipment to be replaced and its distribution / end diffusers.

8. Load calculations of all spaces served using Trane Trace-700 software.

9. The lead design professional shall include the services of necessary engineering consultants as well as specialty consultants including but not limited to:
   a. Acoustical
   b. Roofing/waterproofing
   c. Interior Design
   d. Lighting
   e. Electrical
   f. Plumbing
   g. Structural

10. The University anticipates that during the design and documentation phases of the project that meetings will occur on alternate weeks on campus. During Construction Administration, the University anticipates weekly progress meetings, monthly end user meetings, and a minimum of one day per week of on-site representation by a primary member of the design team.

B. Deliverables

1. It is anticipated that the deliverables will be drawings, specifications, and cost estimates in hard copy. Electronic versions of these deliverables are required, with text in Microsoft Word and drawings provided in both PDF and the latest AutoCAD formats. The drawings are to be submitted electronically in a form that the University can view and reproduce, but not necessarily modify.

C. Schematic Submission Requirements

1. Brief written or graphic description of Project intent, design conditions.
2. Requirements, and purpose and definition of submittal intent.
4. Outline specification indicating materials.
5. Submission drawings should be progress prints made from partially finished contract drawings.
6. Full plot plans indicating area of work within the building.

D. Design Development Submission Requirements

1. Brief written description of project intent and purpose and definition of submittal intent.
2. Revised Statement of Probable Cost.
3. 50% complete technical specifications including a detailed sequence of operation of all mechanical and electrical equipment.
4. 35% complete contract drawings (existing and new) including the routing of ductwork, piping and accurate A.T.C., airflow and piping diagrams, and electrical single line diagram. Ductwork shall NOT be single lines at this stage. They shall be full depicted in their full scaled sizes with a few key sections for clearance reviews.
5. Drawings shall indicate all necessary equipment service clearances as well as adequate access to all equipment for replacement without distributing other systems and/or the building structure.
6. Include a detailed description of each proposed system along with an analysis of noise and vibration control.
7. Specific manufacturers’ catalog cuts giving a complete description of all proposed equipment. Determine if connecting points and rough-in of existing utilities should include present loads, available capacities, and impact on existing systems.
8. Explanation of any concept, equipment or material change from the previous submission.

E. Construction Documentation Submission Requirements

1. Revised final statement of Probable Cost
2. 100% complete bound specification booklet complete with general and technical sections which have been reviewed for proper coordination between trades.

3. 100% complete contract drawings which detail the installation of all equipment and materials to effect a functional system in accordance with the intent of the program. Multiple sections showing design intent shall be included.

4. 100% DCA permit and plan review calculation sheets. – not anticipated to be required

F. Bid Phase Services
1. Prepare bid documents including plans & specifications and provide 1 CD and 1 hard copy
2. Attend pre-bid meeting
3. Answers questions and prepare any required clarifications or addenda
4. Attend bid opening
5. Evaluate bids and review with University

G. Construction Administration Services
1. Attend Bi weekly pre construction meetings, take and distribute meeting minutes
2. Make site visits to observe work in progress and issue field reports biweekly.
3. Review and take action on submittals, payment applications, RFI’s,
5. Maintain submittal log

H. Close Out Phase Services
1. Prepare punch lists as required
2. Verify completion of punch list
3. Issue certificate of substantial completion
4. Review all required close out documents

I. Form of Agreement

III. PRICING
A. Pricing will be based on fees for each part of the project. See the Proposal Page of this RFP for details.

B. Proposal pricing must remain valid for no less than ninety (90) days from the submission due date. If awarded, pricing must remain valid for the term of the contract.

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

D. Refer to the Proposal Page for additional information.

IV. TERM OF CONTRACT
A. The term will be for the amount of time necessary to fulfill all the requirements as outlined in this RFP and any corresponding documents.

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.

V. PROCEDURAL REQUIREMENTS & AMENDMENTS
A. The awarded vendor will comply with all procedural instructions that may be issued from time to time by the Contracting Officer of the University or her designee.

B. During the contract period, no change is permitted in any of its conditions and specifications unless the awarded vendor receives written approval from the Contracting Officer or her respective designee.
C. Vendors must supply Rowan University with all applicable warranty information, whether expressed or implied.

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

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

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

G. If any such changes causes a material increase or decrease in the vendor’s cost of operation or the time required for attainment of required service 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.

VI. INSURANCE REQUIREMENTS

A. Vendor agrees to obtain and maintain, at its sole expense, the insurance coverage described below. All insurance must be placed with an insurance company licensed to conduct business in the State of New Jersey and maintaining an A.M Best Rating of “A” or better with a financial size rating of Class XI or larger. All insurance required herein shall be written on an Occurrence basis, unless otherwise noted, shall contain a waiver of subrogation in favor of Rowan University and the State of New Jersey, and will be in effect no later than 12:01 A.M. at the start of the day of the contract and must remain in effect for the duration of the contract, including any extensions.

B. Vendor agrees that no insurance policy will be cancelled, reduced, or revised without thirty (30) days prior written notice to Rowan University. In addition, required insurance will be primary to any other insurance available and any limitations of Vendor’s insurance will not relieve the Vendor of its indemnification responsibilities to Rowan University and the State of New Jersey per 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 four million dollars ($4,000,000) per occurrence, four million dollars ($4,000,000) general aggregate, and four million dollars ($4,000,000) 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. Cyber Breach/Privacy Liability Insurance providing coverage for 1) Privacy Liability, Network Security Liability, and Regulatory Liability; 2) Payment Card Industry (PCI) Fines, Penalties, and Assessments; 3) Breach Response Costs including Data Forensics, Public Relations, and Privacy Counsel, and 4) Notification, Credit Monitoring, and Identity Theft Restoration Costs. Limits of liability will be in minimum amounts of five million dollars ($5,000,000). 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 events that occurred prior to the termination date of the claims-made coverage and are not reported until after the termination date.

9. Professional (Errors & Omissions) Liability insurance, if applicable, in minimum amounts of two million dollars ($2,000,000) per claim. If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for losses that result from the professional services provided during the term of this contract regardless of when a claim is made.

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

VIII. REPRESENTATIONS & WARRANTIES
In submitting a proposal for this offering, the vendor expressly warrants that:
A. The vendor has legal capacity to execute and perform any Agreement arising from this 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.

IX. INDEMNITY
A. The awarded vendor agrees to indemnify, protect, save harmless, and defend Rowan University, its governors, officers, employees, and agents from and against any and all claims, losses, costs, damages, and expenses, including legal costs and attorney fees, and demands of any kind whatsoever, whether for bodily injury, including death, damage to property, including the loss of work performed by the Proposer, its agents or employees, alone or with others, or resulting from or arising out of services provided jointly by the Proposer, its agents or employees or servants.
B. Vendor shall reimburse, and make good to the University all monies, which the University or its representatives shall pay, or cause to be paid, or become liable to pay, by reason of such claims, or in connection with any litigation, investigation or other matters connected therewith.
C. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
X. **DEFAULT**  
In case of failure to deliver goods or services in accordance with the contract(s) terms and conditions, Rowan University, after due oral or written notice, may procure substitute goods or service from other sources and hold the contractor(s) responsible for any resulting purchasing and administrative costs. This remedy shall be in addition to any other solution, which Rowan University may have.

XI. **VENDOR PERSONNEL**  
A. While on University property:  
   1. All personnel shall observe all rules and regulations in effect at Rowan University governing safety and personal conduct.  
   2. Vendor employees shall be subject to control of the University, but under no circumstances, shall such persons be deemed employees of the University.  
B. Vendor personnel shall not represent themselves or be considered as employees of Rowan University or the State of New Jersey.  
C. CRIMINAL BACKGROUND CHECKS ARE MANDATORY for all non-university personnel performing work on the Rowan University Campus. Vendors, consultants, contractors and subcontractors are required to take all reasonable steps to assure that their employees do not represent a threat to the campus community. Failure to comply with this requirement may result in immediate termination of any award or contract.  
D. The proposer shall be solely responsible for all damage or unauthorized destruction to any Rowan University buildings, equipment, premises or facilities; lease, lent, or in the care, custody or control of the University or State.  
E. The Vendor shall remove from the Rowan University work place, any of its employees who are found to be unacceptable by the University. Such requests will not be unreasonable.  
F. At all times, vendor personnel shall be in professional attire with clear identification of the company’s name, logo, and person’s name.  
G. All vendor motorized vehicles shall be identified with the company’s name and/or logo in clear view.

XII. **SALE OR BANKRUPTCY OF BUSINESS**  
A. If during the life of this Agreement, the awarded vendor disposes of its business by sale, transfer, force of law or by any means to another party, all obligations are transferred to such purchaser.  
B. In the event of the institution of any proceedings by or against the awarded vendor, voluntarily or involuntarily, in bankruptcy or insolvency, or under the provisions of the Federal bankruptcy Act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors of the property of the vendor, Rowan University shall have, in addition to the rights previously stated, the right to cancel this agreement forthwith.

XIII. **GENERAL**  
A. Rowan University may need to issue one or more addenda related to this 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. Proposers 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 an RFP, 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 RFP 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 RFP process until such time as the final contract is executed, upon such time the RFP 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 RFP, 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 an RFP 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. Proposers assume sole responsibility for the complete effort required in this RFP. No special consideration shall be given after RFPs are opened because of a proposer’s failure to be knowledgeable of all the requirements of this RFP. By submitting a RFP in response to this offering, the proposer 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.

XIV. **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 that should include, at a minimum:
         i. Indication that the proposed vendor understands the needs of the University.
         ii. The primary name and contact information of the individual in your firm that the University should contact if required.
   3. **Firm Information, Experience, Expertise, Timeline**
      a. Description of the firm’s size, history, qualifications and achievements.
      b. A complete list of names and the roles of key professionals (including sub-consultants as appropriate) proposed to carry out work under this contract, including resumes, relevant experience, hourly billing rates, and longevity in those functions, with an organizational chart showing team structure.
c. Description of relevant, recently completed, projects by the proposing firm (including sub-consultants work as appropriate) include project location, scope, construction cost, year completed and client. Provide current client contact information. Indicate functions performed by key participants.

4. A projected bar chart schedule indicating the start and end of each phase of the project. Also indicate specific milestones described in the RFP or projected by the Proposer.

5. List any services that you have not included that you recommend the University to provide

6. **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 firm clarify or supplement any information contained in any Proposal. Proposers are required to provide a written response within two (2) business days 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>Expertise &amp; Qualifications &amp; Key Professionals</td>
<td>0 – 20</td>
</tr>
<tr>
<td>Extent of Experience and Past performance on Similar Projects</td>
<td>0 – 20</td>
</tr>
<tr>
<td>Project Understanding, Design Approach &amp; Methodology</td>
<td>0 - 35</td>
</tr>
<tr>
<td>Proposed Fee</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.
Contract Deliverables and Requirements

Instructions:

NOTE: THE UNIVERSITY IS ONLY ACCEPTING ELECTRONIC 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 RFP via email to bids@rowan.edu
- Enter the RFP Name and Company Name in the Subject Line (The University server can handle up to 50MB files at a time. If the RFP 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 or hand deliver an envelope to the office of Contracting & Procurement with a USB drive or CD enclosed containing the RFP submission (Note: The University is not responsible for USB or CD drives that contain no information or fail upon use).
- Clearly label submission packaging with the RFP 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.
PROPOSAL PAGE

The undersigned firm, in response to Rowan University’s RFP 19-28 Design Services: Student Center Ballroom, having carefully examined the RFP documents and being familiar with the requirements therein, hereby submits the following RFP to provide such services and materials meeting the requirements outlined in this RFP.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic Design (SD)</td>
<td>$</td>
</tr>
<tr>
<td>Design Development (DD)</td>
<td>$</td>
</tr>
<tr>
<td>Construction Documents (CD)</td>
<td>$</td>
</tr>
<tr>
<td>Construction Administration (CA)</td>
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</tr>
<tr>
<td>Design Service Reimbursable Expenses</td>
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</tr>
<tr>
<td>Not-To-Exceed</td>
<td></td>
</tr>
<tr>
<td>Total Design Cost (SD + DD + CD + CA)</td>
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</tr>
<tr>
<td>Total Reimbursable Cost (Design + CA)</td>
<td>$</td>
</tr>
<tr>
<td>Subtotals (Total Design + Reimbursable)</td>
<td>$</td>
</tr>
</tbody>
</table>

Vendor Name

(Please Print Clearly)

Proposer’s Signature

Print Name & Title

Address

Phone

Email

*Proposers must initial and date any and all changes to their RFP amount. No corrections will be accepted without Proposer’s initials and date next to any and all corrections.*

Primary Contact for Project

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