Request for Qualifications

Student Housing Development Services

RFQ 19-33

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 RFQ title subject heading:

“RFQ 19-33 Student Housing Development Services”

Questions or inquiries regarding RFQ 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 RFQ Events

Due Date:

Requests for Qualifications (RFQ) 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 29, 2018</td>
</tr>
<tr>
<td>Questions Due</td>
<td>November 9, 2018</td>
</tr>
<tr>
<td>Answers Posted to Website</td>
<td>November 16, 2018</td>
</tr>
<tr>
<td>Submissions Due (see information below)</td>
<td>December 18, 2018</td>
</tr>
</tbody>
</table>

RFQ Submission Opening Information

- Attending the RFQ Submission Opening is not mandatory.
- 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 RFQ not received on time may be rejected.
**Required Procurement Documents**

Following or in conjunction with evaluation of each proposal for responsiveness, the University will evaluate each proposal based upon pass/fail criteria, deemed by inclusion of the following Required Procurement Documents:

<table>
<thead>
<tr>
<th></th>
<th>Required Procurement Documents</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Proposal Page (page 12 of this RFQ)</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>
</tr>
<tr>
<td></td>
<td>• Developer</td>
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<tr>
<td></td>
<td>• Construction Manager</td>
<td></td>
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<td></td>
<td>• Architect</td>
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<td></td>
<td>• General Contractor</td>
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<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>Must be registered with the State at the time of RFQ opening or submission will be rejected</td>
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<tr>
<td></td>
<td>Vendors can check the status of their BRC <a href="#">here</a>.</td>
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</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>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<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>
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<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>Must be Included or Submission May be Rejected</td>
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<tr>
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<td>• <strong>Policy</strong>: Do not return with package</td>
<td>(The Policy and Model Procedures should be viewed, but do not need to be returned)</td>
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<tr>
<td></td>
<td>• <strong>Model Procedures</strong>: Do not return with package</td>
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<tr>
<td>12</td>
<td><strong>Acknowledgment of Addenda</strong></td>
<td>Must be Included or Submission Will be Rejected</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 ("Rowan" or the "University") is soliciting requests for qualifications for developers to design, build, finance, operate and maintain ("DBFOM") student residential facilities on its main Glassboro Campus, as further specified herein.

I. PROJECT DESCRIPTION
   A. Rowan University seeks to replace and update its existing housing portfolio to align unit types with the demands of the student population it serves. The intention is engage to enter into a public-private partnership ("P3") to design, build, finance, operate, and maintain ("DBFOM") new residential communities that will replace old residential facilities as well as residential facilities that are targeted to be repurposed to address other University space needs. The total replacement program targets approximately 1,269 beds.
   B. Rowan is soliciting qualifications for a Public Private Partnership Agreement between the successful Proposer and Rowan University pursuant to N.J.S.A. 18A:64-85. It is expected that Proposers will develop this Project under a Project Labor Agreement as required by N.J.S.A. 18A:64-85 (d) (1).
   C. For a complete description of the project scope, context and additional information, please review the accompanying "Scope of Services" document listed on the Office of Contracting & Procurement website.

II. 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).

III. 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 RFQ.
    B. Any Agreement arising from the award of this RFQ is a valid and binding Agreement, enforceable against the vendor according to its terms.
    C. The execution and performance of an Agreement by the vendor does not and will not violate or conflict with the terms of any existing Agreement or understanding of which the vendor is a party.
    D. The execution and performance of an Agreement by the vendor does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding the vendor.
    E. The vendor knows of no reason, or is in any way physically, legally, or otherwise precluded from performing the obligations under an Agreement arising from this RFQ, 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.
IV. 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.

V. 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.

VI. 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.
VII. **GENERAL**

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

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 RFQ, 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 RFQ 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 RFQ 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 RFQ process until such time as the final contract is executed, upon such time the RFQ 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 RFQ, 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 RFQ 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 RFQ, 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 RFQ 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 RFQ, Rowan’s Standard Terms and Conditions take precedence over any special terms and conditions contained in this RFQ.

Q. This RFQ is not binding on the University.

R. No party, including any respondent to this RFQ, 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 RFQ. No special consideration shall be given after RFQs are opened because of a proposer’s failure to be knowledgeable of all the requirements of this RFQ. By submitting a RFQ in response to this offering, the proposer represents that it has satisfied itself, from its own investigation, of all the requirements of this RFQ.

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.
VIII. **SUBMISSION REQUIREMENTS**

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

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 RFQ 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.**
   5. Submissions shall be limited to 75 pages (excluding the Required procurement Documents)

C. **Submission Format:**
   1. Table of Contents
   2. Acknowledgements
   3. Team Profile
   4. Relevant Experience
   5. Resumes of Key Professionals
   6. **Required Procurement Documents:** Proposals should include all information requested on the Required Procurement Documents page of this RFQ. Failure to do so may result in rejection of submission.
Evaluation and Selection Criteria

Rowan desires to develop a list of potential P3 Partners from which to solicit Request for Proposals, who, in its sole discretion, demonstrate the ability to serve as a high-quality partner to the University, advance the University’s strategic priorities, and provide a transaction with competitive terms. Some of the key evaluation criteria shall include, but not be limited to, the following:

Project Experience

- Experience of the Developer in executing student housing or similar public-private partnerships as referred to in this RFQ;
- Experience of the subcontractors/partners/affiliates in delivering student housing or similar public-private partnerships as referred to in this RFQ;
- Experience of the Developer and subcontractors in executing public-private partnerships together; and,
- Experience of the Developer and subcontractors in delivering student or similar housing projects in the State of New Jersey.
- The selection of a Preferred Developer will be based on a points-earned matrix derived from a service evaluation, in which the Selection Committee will use to rank Developers:

<table>
<thead>
<tr>
<th>Scoring Category</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expertise &amp; Qualifications &amp; Key Professionals</td>
<td>0 – 70</td>
</tr>
<tr>
<td>Extent of Experience and Past performance on Similar Projects</td>
<td>0 – 30</td>
</tr>
</tbody>
</table>

Disclaimers

Rowan reserves the right to seek clarifications concerning any submission at any time, and failure to respond may be cause for rejection. Clarification is not an opportunity to change the submission. Rowan will endeavor to accord all firms fair and equal treatment with respect to the RFQ process. Submissions may be deemed non-responsive for failing to submit documentation that addresses each element of this RFQ, and any submission so deemed by Rowan in its discretion will not be further considered.

Submission confers on a firm no right to a determination that it is qualified, and a determination that a firm is qualified confers no right to an award or to a subsequent agreement. This process is for Rowan’s benefit only and is to provide Rowan with competitive information to assist in its selection process. All decisions on compliance, evaluation, terms and conditions shall be made solely at Rowan’s discretion and made to favor Rowan.

Any representations or statements made within this RFQ shall not be considered a contractual obligation by Rowan University and the respondents shall not be entitled to rely upon them. The Selection Committee reserves the right to reject any and all submissions and to identify and select the respondents which the Committee, in its sole and absolute discretion, deems most qualified.

Respondents shall be solely and totally responsible for all costs associated with responding to this RFQ, and the University accepts no responsibility with regard thereto. Submissions will become the property of Rowan.
The University reserves all rights available to it by law in administering this RFQ, including without limitation, the right, in its sole discretion, to:

- Reject any or all submissions at any time;
- Terminate evaluation of any or all submissions at any time;
- Suspend, discontinue and/or terminate negotiations with any respondent at any time;
- Accept and review a nonconforming submission;
- Request or obtain clarifications, revisions or additional information from any source;
- Issue addenda to and/or cancel this RFQ;
- Issue a new request for qualifications;
- Decline to financially participate in a proposed Project;
- Extend any deadline or time and waive or permit the correction of minor deficiencies or irregularities in a submission and minor or technical violations of this RFQ;
- Change the scope and the range of services from what is defined in this RFQ at any time; and

Each respondent, by submitting qualifications, thereby accepts all risk of adverse public notice, damages, financial loss, criticism or embarrassment that may result from any disclosure or publication of any material or information required or requested by the Selection Committee in connection with the submission of its Proposal. In submitting a Proposal, the respondent expressly waives, on behalf of itself, its partners, joint venture members, officers, employees and agents, any claim against any of the University, and their respective officers and employees, for any damages that may arise therefrom.

Any and all information the Selection Committee makes available to respondents shall be as a convenience to the respondent and without representation or warranty of any kind.

By submitting a proposal, the Developer certifies that no relationship exists between the Developer and the University that interferes with fair competition or is a conflict of interest; and no relationship exists between such Developer and another person or firm that constitutes a conflict of interest that is adverse to the University. Once the partnership commences, it will be required of the Selected Developers to notify Rowan of any material changes in its organization, financial condition, key personnel, or legal actions that could affect the performance of the development team.
Submission Instructions

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 RFQ via email to bids@rowan.edu
  - Enter the RFQ Name and Company Name in the Subject Line (The University server can handle up to 50MB files at a time. If the 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 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 RFQ 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 RFQ.
The undersigned firm, in response to Rowan University’s **RFQ 19-33 Student Housing Development Services**, having carefully examined the RFQ documents and being familiar with the requirements therein, hereby submits the following RFQ to provide such services and materials meeting the requirements outlined in this RFQ.

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<tr>
<th>Proposer’s Signature</th>
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<tr>
<th>Print Name &amp; Title</th>
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**Primary Contact for Project**

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