

**RFP NO:** 2019-0004

**RFP TITLE:** Deferred Maintenance and Energy Conservation Audit

**RFP DUE DATE:** Thursday, March 21, 2018

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**Cowley College**

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**REQUEST FOR QUALIFICATION  
(PROFESSIONAL SERVICES)  
NO: 2019-0004**

**REQUEST FOR QUALIFICATION TITLE:**  
Campus Deferred Maintenance and  
Energy Conservation Plan Audit

**ISSUE DATE:**  
February 14, 2019

**SUBMISSION DUE DATE:**  
Thursday, March 21, 2019  
By: 5:00 pm CST

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- 1 Project Overview**  
Provides general information on the objectives of this Request for Qualification (RFQ), procurement schedule and procurement overview.
- 2 Scope of Work and Services**  
Provides a description of the project and list of design elements, services and products requested that, while not comprehensive or complete in nature, will provide Cowley College with proposals that can be easily compared.
- 3 Evaluation Criteria and Contents**  
Describes how the proposal will be evaluated and the required content for the submission.
- 4 Instructions for Proposers**  
Describes the submittal instructions and communications
- 5 General Information**
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## Attachment

- I Qualification Certification**
- II Contract Award Form**

# Section 1

## Project Overview

### 1.1 INTRODUCTION

This is a Request for Qualification (RFQ) issued by Cowley College (hereinafter referred to as "Cowley College") seeking qualification from professional service firm(s) and/or Energy Services Companies (ESCOs) [firms] to conduct a Deferred Maintenance and Energy Conservation Audit, often called an Investment Grade Audit (IGA) of the college facilities and utilities' infrastructures.

### 1.2 AUTHORITY

RFQs must be submitted by persons of firm authorized to commit the responding professional service firm to a procurement contract or agreement.

### 1.3 COSTS FOR PROPOSAL PREPARATION

Any costs incurred in preparing or submitting a proposal shall be the Vendor/Contractor's sole responsibility.

### 1.4 DISQUALIFICATION OF PROPOSALS

Cowley College reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFQ and which demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFQ may be disqualified without further notice.

A firm shall be disqualified and the proposal automatically rejected for any one of the following reasons:

1. The proposal shows any noncompliance with applicable law.
2. The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous.
3. The proposal has any provision reserving the right to accept or reject award, reserving the right to enter into a contract pursuant to an award, or contrary to those required in the solicitation.
4. The Vendor/Contractor is debarred or suspended.

### 1.5 ADDENDA TO THIS RFQ

Cowley College may need to issue one or more addendum related to this RFQ. Such addenda shall be added to the original RFQ document and posted at [www.cowley.edu](http://www.cowley.edu). It shall be the responsibility of prospective Vendor/Contractors and other interested parties to familiarize themselves with the website and visit it regularly during the RFQ process for updated information or addenda related to this RFQ.

### 1.6 RIGHT TO WITHHOLD AWARDED OF CONTRACT

Cowley College reserves the right not to make award of this contract.

### 1.7 FINAL CONTRACT

Cowley College shall not be responsible for work done, even in good faith, prior to Cowley College's execution of a final contract.

### 1.8 INSPECTION OF PROPOSALS and CONFIDENTIAL INFORMATION

Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties. Cowley College treats proposals as confidential until after the award is issued. At that time in which they become subject to disclosure under the Freedom of Information Act. Information marked as "Confidential" in any proposal shall be honored as such, to the extent allowable under the Freedom of Information Act. If respondent wishes to supply any information, which it believes is exempt from disclosure under the Act that respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the proposal. However, any such information is provided entirely at the respondent's own risk and Cowley College assumes no liability for any loss or damage which may result from Cowley College's disclosure at any time of any information provided by the respondent in connection with its proposal.

### 1.9 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

#### **1.10 FEE STRUCTURE/PRICING**

Cowley College expects the firm to perform the investment grade audit on a contingent basis (i.e., not bill for the audit until the IGA is completed and the project is developed) and roll the agreed upon cost of the IGA into the final project cost. College reserves the right to pay for the IGA or finance it with the rest of the project.

#### **1.12 IMMUNITY FROM LIABILITY**

Every person who is a party to this agreement is hereby notified and agrees that Cowley College is immune from liability and suit for or from awarded firm's activities involving third parties and arising from any contract resulting from this RFQ.

#### **1.13 PREVAILING LAW**

The terms and provisions of this RFQ, and any ensuing contract, shall be governed by and construed in accordance with the laws of the State of Kansas.

#### **1.14 CONTRACT TERMINATION FOR CAUSE**

Cowley College may terminate any resulting contract for cause by providing a Notice to Cure to the awarded Vendor/Contractor citing the instances of noncompliance with the contract.

1. The awarded firm shall have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
2. If the awarded firm and Cowley College reach an agreed upon solution, the Vendor/Contractor shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
3. If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by chosen/awarded Contractor, Cowley College reserves the right to terminate the agreement.

## **Section 2**

### **Scope of Work and Services**

#### **2.1 PROJECT OVERVIEW**

The Cowley College, ("CC") or ("College") is seeking proposals from qualified firms to perform an investment grade audit of the College's facilities and utility infrastructures, which will result in a comprehensive plan for designing, constructing/installing, improving, rehabilitating, operating, and/or managing improvements to its existing facilities and utility infrastructure at no upfront cost, out of pocket costs to the College. Additionally, the qualified firm will arrange financing of the costs to implement the plan. The College intends to provide a competitive means in which the College can select a single qualified firm and work with the selected firm to establish project scope, financials, and schedule for the long term operations, maintenance and capital expenditures of facility and utility infrastructure improvement. Selected firm will have experience/knowledge of public-private-partnership development agreements to construct, improve, rehabilitate, operate, and manage revenue generating facilities and utilities as well as possess the financial strength to implement such improvements.

Qualified respondents are invited to submit a written response outlining your qualifications and experience to provide the services as described in the Scope of Services, and in accordance with the terms, conditions and requirements set forth in the Request for Qualifications (RFQ). The successful proposer will provide the scope of services in accordance with all applicable laws, regulations and professional standards.

#### **2.2 SCOPE OF SERVICES**

It is the desire of Cowley to select a firm that can identify potential infrastructure and facility improvements on campus that require, or would benefit from; constructing, improving, rehabilitating, operating, and managing. Cowley College proposes to address all gas, electric, and water utility uses in all of its facilities through a designed conservation program. Additionally, Cowley College intends to upgrade outdated and obsolete building equipment and perform property improvements through the program. This includes a review of campus assets and implementation of cost-saving improvements associated with operation of the campus's facilities and utility infrastructure. This request also covers day-to-day operations of campus assets and associated capital expenditures. Additional components desired:

1. It is expected that the firm will provide all necessary professional services associated with the development of the improvements and the agreement.
2. It is expected that the firm will
  - a. Work with Cowley to identify the baseline operational budget (Cowley desires to keep annual operational costs at or below the baseline operational budget after implementing desired Improvements), and;
  - b. Identify key Improvements that provide necessary and essential functions to Cowley, and;
  - c. Provide an operations and maintenance (O&M) plan for included Improvements, and;
  - d. Identify a means for operating and maintaining the Improvements over the course of a term to be negotiated with Cowley, and;
  - e. Provide a method to establish the condition of Improvements before the implementation of a Development Agreement and a means to ensure the condition of the Improvements at such time as the Improvements are transferred to Cowley, and;
  - f. Develop a Financial Plan and proforma that incorporates the comprehensive list of Improvements selected by Cowley inclusive of all savings and costs associated with the Improvements, and;
  - g. Assist in securing financing for the proposed Improvements, and;
  - h. Provide guarantees relating to energy savings, water savings, operations and maintenance savings, and the performance of the Improvements and;
  - i. The agreement will describe penalties associated with non-performance of the Improvements.

### 2.3 DESCRIPTION OF PROJECT

Cowley College has over 48 facilities totaling approximately 500,000 square feet on multiple sites in South Central Kansas. Cowley College proposes to address all gas, electric, and water utility uses and other infrastructures in all of its facilities for a designed conservation program. Additionally, Cowley College intends to upgrade outdated and obsolete building equipment and perform property improvements through the program.

Cowley College anticipates a major reduction in annual utility costs through the implementation of this energy conservation program. The firm will provide a written guarantee of all utility reduction and provide all financing for the project to the extend possible. Cowley College intends to structure the program's implementation schedule in a manner to minimize the program's financed capital needs. The selected firm will be focused on providing turnkey, design/build improvements with a guarantee of both performance and savings that meets or exceeds current state statutes.

Respondents to this Request for Qualifications (RFQ) shall identify their experience and qualification to design, install and manage a major energy conservation project that have involved energy conservation measure (ECM) retrofits which address the following building components and applications: lighting, space heating, ventilation, air-conditioning, envelope, heat recovery, energy management systems, environmental system controls, motors, domestic water heating, fuel switching, air distribution systems and water consumption systems, and any other infrastructure components that need addressing.

### 2.4 FINANCIAL STRUCTURE

Cowley desires to create a partnership in accordance with its powers and duties as outlined in K.S.A. § 71-201. Accordingly, Cowley has identified several potential engagement and funding strategies whereby an Operator could pay for all upfront Improvement costs and subsequently operate and maintain Improvements or improved facilities/utilities while Cowley maintains ownership of such assets during the term of the contract. Cowley is open to various financial structures and arrangements, including but not limited to:

- Lease-lease back arrangements with a minimum term of 10 years
- Utilization of third-party entities to secure long term lease(s) and/or financing
- Fixed invoicing based on monthly costs for operations and maintenance of managed assets
- Application of energy cost savings and/or revenue generated from improvements to cover debt and O&M costs

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## Section 3 Evaluation of Qualifications

### 3.1 EVALUATION CRITERIA

The evaluation shall be based on the numerical rating set forth below. Factors not specified in the Request for Qualification shall not be considered, although the below criteria may have subcomponents used in rating not identified in this document.

An Evaluation Committee (“Committee”) will review all statement of qualifications to determine which proposers have qualified for consideration according to the criteria stated herein. The Committee’s evaluations will be based on all available information, including qualification statements, subsequent interviews, if necessary, reports, discussions, reference checks, and other appropriate checks. The highest rated proposer(s) evaluated by the Committee may be invited to make an oral presentation of their written statement of qualifications to the Committee in order for the Committee to further narrow the number of proposers to select one proposer.

The evaluation committee may select a firm(s) from these submissions, or conduct an in-person interview with selected firms from the initial offerings. In the event of a second stage, the selection committee will notify the selected firms of interview dates and times. This notification shall include the interview evaluation criteria.

Statement of Qualifications will be evaluated using the following criteria:

<b>Evaluation Criteria</b>	<b>Available Points</b>
Firm’s Demonstrated Qualification and Experience Including Personnel and Team (Section 4.4.c - Tab 1; Section 4.4.d – Tab 2)	<b>40</b>
Proposed Approach and Methodology (Section 4.4.e - Tab 3)	<b>35</b>
Financial Plan (Section 4.4.f - Tab 4)	<b>15</b>
Past Performance & References (Section 4.4.g - Tab 5)	<b>10</b>
<b>Total Points</b>	<b>100</b>

### 3.2 ELIGIBILITY FOR AWARD

In order for a proposer to be eligible to be awarded the contract, the statement of qualifications must be responsive to the solicitation and Cowley College must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily. Responsive statement of qualifications is ONE that comply with all material aspects of the solicitation, conform to the solicitation documents, and meet the requirements set forth in this solicitation. Statement of qualifications, which do not comply with all the terms and conditions of this solicitation, will be rejected as non-responsive.

3.2 A. Responsible proposers, at a minimum, must meet the following requirements:

- i. Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
- ii. Be able to comply with the required performance schedule, taking into consideration all existing business commitments;

- iii. Have a satisfactory record of past performance;
  - iv. Have necessary personnel and management capability to perform any resulting contract;
  - v. Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
  - vi. Certify that the firm is not delinquent in any tax owed the State of Kansas, and not delinquent in taxes owed to Cowley College or any other higher education tax collecting entity; signing and submitting the statement of qualifications is so certifying to such non-delinquency; and
  - vii. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- 3.2 B. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described above and as necessary, to perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive and the statement of qualifications being rejected.
- 3.2 C. Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using subcontractors or contractors.) Cowley College will contract only with the individual firm or formal organization that submits a response to this RFQ

## Section 4.0

### Instructions for Proposers

#### 1. General Instructions

- a. Proposers should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- b. Statement of qualifications and any other information submitted by Proposers in response to this Request for Qualifications (RFQ) shall become the property of Cowley College.
- c. Cowley College will not provide compensation to Proposers for any expenses incurred by the Proposer(s) for statement of qualifications preparation or for any demonstrations that may be made, unless otherwise expressly stated. Proposers submit statement of qualifications at their own risk and expense.
- d. Statement of qualifications, which are qualified with conditional clauses, or alterations, or items, not called for in the RFQ documents, or irregularities of any kind are subject to disqualification by Cowley College, at its option.
- e. Each statement of qualifications should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFQ. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of Cowley College's needs.
- f. Cowley College makes no guarantee that an award will be made as a result of this RFQ, and reserves the right to accept or reject any or all statement of qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or resulting Agreement when deemed to be in Cowley College's best interest. Representations made within the statement of qualifications will be binding on responding firms. COWLEY COLLEGE will not be bound to act by any previous communication or statement of qualifications submitted by the firms other than this RFQ.
- g. Firms wishing to submit a "No-Response" are requested to return the first page of the Contact Award Form (ref. Attachment No. 1). The returned form should indicate your company's name and include the words "No-Response" in the right-hand column.

- h. Failure to comply with the requirements contained in this Request for Qualifications may result in the rejection of your statement of qualifications.

## 2. Preparation and Submittal Instructions

- a. Statement of qualifications must be submitted and received in the Vice President for Finance and Administration Department on or before the time and date specified in the Submittal Instructions - Section 6.
- b. The envelope containing a statement of qualifications shall be addressed as follows:
  - i. Name, Address and Telephone Number of Proposer;
  - ii. Project Description/Title; Project Number; and Statement of Qualifications Due Date/Time.
- c. Late statement of qualifications properly identified will be returned to Proposer unopened. Late statement of qualifications will not be considered under any circumstances.
- d. Telephone, Facsimile ("FAX") or electronic (email) statement of qualifications are not acceptable when in response to this Request for Qualifications.

All Attachments noted are to be completed and submitted with statement of qualifications, Attachments 1 and 2 must be signed and notarized.

## 3. Document Format and Content

- a. Statement of qualifications must be signed by Proposer's company official(s) authorized to commit such statement of qualifications. Failure to sign and return these forms will subject your statement of qualifications to disqualification.
- b. Responses to this RFQ must include a response to the statement of qualifications' requirements set forth in the Scope of Services, above.
- c. Statement of qualifications must be typed on letter-size (8-1/2" x 11") paper. Cowley College requests that statement of qualifications be submitted in a binder. Preprinted material should be referenced in the statement of qualifications and included as labeled attachments. Sections should be divided by tabs for ease of reference. An electronic copy of the statement of qualifications must be provided in an Adobe Acrobat (.pdf) format.
- d. Table of Contents: Includewith the statement of qualifications a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the statement of qualifications as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.
- e. Pagination: All pages of the statement of qualifications should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.
- f. Number of Copies: Submit one (1) original printed and one (1) electronic copy of your statement of qualifications including all required Cowley College Forms and documents. An original (manual) signature must appear on the original printed copy and must be reflected in the original electronic copy. The electronic copies should be in non-editable .PDF format and should include the entire submission. The front cover of the binder containing your response should be clearly marked with the Project Name and Number.

## 4. Proposer Response

General: Your statement of qualifications "Technical Proposal" should clearly define (i) your Firm's total capacity and capabilities, (ii) your qualifications to perform the work, (iii) your ability to perform the services outlined in the Scope of Services, (iv) your understanding of Cowley College, and (v) what differentiates you from your competitors. At a minimum, your Technical Proposal shall include the following:

a. Cover letter

The cover letter shall not exceed 2 pages in length, summarizing key points in the statement of qualifications and shall briefly furnish background information about the firm(s)/team including legal form (sole proprietorship, partnership, corporation/state of incorporation, limited liability partnership/corporation (LLP/LLC), number and location of offices, total number of firm(s)/team employees/members and principal lines of business(es). Certify that the firm is legally permitted or licensed to conduct business in the State of Kansas for the services offered.

**Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants.) Cowley College will contract only with the individual firm or formal organization that submits a response to this RFQ.**

b. Table of Contents

Immediately following the cover letter and introduction, include a complete table of contents for material included in the response documents.

c. Tab 1: Firm's Qualification and Experience

This section should describe the qualifications and experience of the responding firm and their ability to provide the services as described in this RFQ including knowledge of applicable statutes.

i. Provide a detailed description of your firm, including the total number of supporting personnel related to providing the services required in this RFQ.

ii. Demonstrate firm's understanding, knowledge and experience of providing the services of the type and kind required in this RFQ.

iii. Provide a detailed description of the firm's operations and maintenance approach that will be used throughout the agreement.

iv. Describe how the firm would establish Performance Guarantees and provide examples of similar guarantees that the firm has provided for other firms.

v. Describe firm's approach to staff transition during the implementation of the agreement.

d. Tab 2 – Demonstrated Qualifications of Personnel and Team

This section should discuss the proposed designated staff of the responding firm (key personnel) committed to Cowley College and providing the services described in this solicitation.

i. Key Personnel: Identify key personnel that would be assigned to Cowley College and that will provide the services described in the Scope of Services. Include an organizational chart, which identifies key personnel and their particular roles in furnishing the services required under this RFQ. Describe how the team will be organized to deliver the services defined in this RFQ.

ii. Provide brief resumes (not more than one (1) page) for each key personnel. The resumes must clearly specify the number of years the personnel have been providing the type of services as described in this RFQ.

iii. Provide a description of your firm's contracting process and how you will ensure Cowley of the most qualified and competent subcontractors that will perform the work at the most competitive prices. Also, identify the personnel of your firm that will be working on the project and their qualifications.

iv.

Please include the following:

1. A brief description of their unique qualifications, experience and education as it pertains to services of the type

- and kind required in this RFQ.
2. Availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the services described in this RFQ.
  3. Personnel's job functions, role, percent of time to be assigned to this account and physical office location.
  4. Designate the individual, who is authorized to sign and enter into any resulting contract.
  5. Provide a list of similar accounts where they have provided services of the type and kind required in this solicitation and include detailed description of their particular role in the account and length of time on the account.
- e. Tab 3 – Proposed Approach & Methodology  
This section should describe and discuss your proposed approach and methodology in providing the services of the type and kind required in this RFQ.
- i. Proposer shall respond to all requirements and questions noted in Section 1, including the proposed approach and methodology the firm proposes to deliver the services required in this RFQ.
  - ii. Cowley College intends that each proposer provide a detailed and comprehensive description of all services that the proposer will provide if it enters into a contract pursuant to the RFQ.
  - iii. Quality: identify the key metrics you propose to use to measure your performance in delivering services of the type and kind required in this RFQ to Cowley College. Your response should indicate the frequency of the measurement, how it will be used to continually improve performance, and how this information will be shared with Cowley College. Your response should include how do you measure and monitor quality of work, ensure delivery is met, and how problems are tracked, escalated (if required) both internally and with the customer.
  - iv. Customer Satisfaction: How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported.
  - v. Capabilities and Capacity: Proposer shall clearly define its in-house capability and capacity to perform the work identified in the Scope of Services of this RFQ. Your response must describe the various technologies, tools, methods, and technical expertise that you will provide to Cowley College and/or that will be used in the delivery of the services and how that will be of benefit in the delivery of services to Cowley College.
- e.
- f. Tab 4 – Financial Plan  
This section should describe and provide a sample financial plan and proforma for a similar project or this anticipated project. Such plan should include, at a minimum, the cash flow analysis that includes the method of project financing, using any savings from energy conservation, and projected interest rate and term of the finance agreement as well as the term of the development agreement. Please include a narrative describing the proforma development process the firm has used on similar projects.
- g. Tab 5 - Past Performance and References  
This section should establish the ability of the respondent (and its sub-consultant), if any to satisfactorily perform the required work.
- i. Provide examples of similar project experience; public institutions or public entities, preferred. Cowley College may verify all information furnished. As a minimum, references should include a general description of the work performed and may include currently written letters from current clients or past clients served in the past. Include contact name, address, telephone and an email address.
  - ii. Describe lessons learned from previous clients for services of the type and kind required in this RFQ that were not successful and what steps your firm has taken to effectively identify and mitigate from recurring.
  - iii. Demonstrate the capability and successful past performance of the firm with respect to producing high quality services, maintaining good working relations for services of the required in this RFQ.
  - iv. Provide a list of all contracts that may have ended during the past 3 years; including contracts that may have

been terminated or not renewed when a renewal was available. Include a detailed explanation of the circumstances related therein for any such contracts noted.

v. Provide a list of any work that your firm may have completed for Cowley College during the past 3 years, including a detailed description of the work effort, performance and define if the work was completed as a contractor directly with Cowley College or as a subcontractor under an engagement.

h. Tab 5 - Firm's Financial Status

i. Please provide a statement from the president, owner or financial officer certifying that the company/entity is in good financial standing and current in payment of all taxes and fees including but not limited to state franchise fees.

ii. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

i. Tab 6 – Business Relationship Strength

“Business Relationship Strength” for the purpose of this RFQ shall mean the definition and commitment of the respondent towards a mutually successful “relationship” between the selected contractor and Cowley College for the duration of the contract. Respondent’s Statement of Qualification must include their definition, proposal and commitment to forge, foster and maintain a mutually successful “relationship” with Cowley College. At a minimum, your response must include:

i. your definition of a mutually successful “relationship” between your firm and Cowley College; and

ii. your firm’s commitment to a mutually successful “relationship” in the form of at least three, and not more than five, specific, obtainable criteria, activities, agreements or requirements that shall, at the discretion of Cowley College, become features of the awarded contract and shall guide the Cowley College-Contractor relationship for the duration of the contract

j. Tab 7 – Required Attachments

This section shall include all Attachments noted in Section 5, all forms shall be completed, signed and submitted with statement of qualifications. Attachments 1 and 2 must be signed and notarized.

## Section 5.0

### General Information

**PROPOSERS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFQ CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.**

**1. General Information**

Cowley College's service area is Cowley and Sumner counties. The college is accredited by the Higher Learning Commission and by the Kansas Board of Regents.

Cowley College serves its students each semester, by offering associate degrees, certificates, academic preparation, workforce/technical training, and lifelong learning opportunities that prepares students in our diverse community to compete in an increasingly technological and international society. Cowley College plays an integral role in transforming the lives of its students and making our community work.

More information regarding Cowley College can be found in the annual [Cowley College Facts & Figures](#).

*Cowley College Mission* -Cowley College is committed to providing opportunities for learning excellence, personal achievement, and community engagement.

*Cowley College Vision* - Champion the relevance of two-year colleges in higher education through holistic learning and workforce development opportunities.

Additional information about Cowley College may be found by visiting [Cowley College Website](#).

## 2. Overview

Cowley College, ("Cowley College") or ("College") is seeking statement of qualifications from qualified firms in accordance with the Scope of Services noted above. Qualified respondents are invited to submit a written response outlining your qualifications and willingness to provide the services as described in the Scope of Services, and in accordance with the terms, conditions and requirements set forth in the Request for Qualifications (RFQ). The successful proposer will provide the scope of services in accordance with all applicable laws, regulations and professional standards.

Cowley College reserves the right to make single, multiple or no award for the services described herein and as deemed in its own best interests.

Cowley College reserves the right to reject any or all statement of qualifications or to accept any statement of qualifications it considers most favorable to the College, or to waive irregularities in the Request for Qualifications (RFQ) and submittal process. COWLEY COLLEGE further reserves the right to reject all statement of qualifications or submittals and terminate the solicitation process or seek new statement of qualifications when such procedure is reasonably in the best interest of Cowley College.

This RFQ solicitation does not in any way obligate Cowley College to award a contract or pay any expense or cost incurred in the review and submission of statement of qualifications responding to this RFQ.

All applicable attachments contained in the RFQ shall be completed. Failure to do so may result in the firm's statement of qualifications or submittal being declared non-responsive to the solicitation requirements.

Information provided in response to the RFQ is subject to the Freedom of Information Act and may be subject to public disclosure.

By submitting its statement of qualifications in response to this RFQ, respondent accepts the evaluation process and acknowledges and accepts that determination of "most- qualified" and "best valued" firm(s) will require subjective judgments by the Evaluation Committee.

Any exceptions taken to the terms of the RFQ must be specific, and the respondent must indicate clearly what alternative is being offered to allow Cowley College a meaningful opportunity to evaluate and rank statement of qualifications and implications of the exception (if any).

Where exceptions are taken, Cowley College shall determine the acceptability of the proposed exceptions. Cowley College may accept or reject the exceptions. Where exceptions are rejected, Cowley College may insist that the respondent furnish the services described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph and page number in this RFQ. However, Cowley College is under no obligation to accept any exceptions. Respondent shall be deemed to have accepted all terms and conditions to which no exceptions have been taken.

The RFQ provides information necessary to prepare and submit statement of qualifications responses for consideration by Cowley College based on the listed criteria. Cowley College may request additional clarification and oral interviews solely on the written responses to this request for qualifications.

## 3. Award / Contract Approval

This Procurement, any award under this procurement, and the resulting contract, if any, is subject to approval by Cowley College Board of Trustees. Subsequent to Board approval, the only person authorized to commit Cowley College contractually is the Vice President for Finance and Administration. This solicitation is a request for qualifications and neither this solicitation nor the response or statement of qualifications from any prospective proposer shall create a contractual relationship that would bind Cowley College until such time as both Cowley College and the selected proposer sign a legally binding contract, which includes, without limitation, the terms required by Cowley College as set forth in the Scope of Work/Services and this RFQ.

## 4. Pre-Proposal Meeting

The purpose of the meeting is to briefly describe the procurement process and specifications while allowing interested firms to ask general questions. Nothing said in the pre-proposal meeting shall be binding to Cowley College; any changes to the requirements of this RFQ shall be made by way of written solicitation amendment.

If applicable, the Pre-Proposal Meeting date and time is noted in the Submittal Instructions - Section 6.

**5. Cowley College Contact**

Any questions or concerns regarding this Request for Qualification shall be directed to the Procurement Officer listed on the cover page. Cowley College specifically requests that proposer restrict all contact and questions regarding this RFQ to the Procurement Officer. The Vice President for Finance and Administration Office must receive all questions or concerns no later than the date and time listed in the Submittal Instructions - Section 6.

**6. Inquiries and Interpretations**

Responses to inquiries, which directly affect an interpretation or change to this RFQ, will be issued in writing by addendum (amendment) and all addenda will be posted on the Cowley College Website [www.cowley.edu](http://www.cowley.edu). All such addenda issued by Cowley College prior to the time that statements of qualifications are received shall be considered part of the RFQ, and the Proposer shall be required to consider and acknowledge receipt of such in their statement of qualifications.

Only those Cowley College replies to inquiries, which are made by formal written addenda, shall be binding. Oral and other interpretations or clarification will be without legal effect. Proposer must acknowledge receipt of all addenda in Attachment No 2 of this RFQ (Contract Award Form).

**7. Commitment**

Proposer understands and agrees that this RFQ and any resulting Agreement is issued predicated on anticipated requirements for the materials or services described herein and that Cowley College has made no representation, guarantee or commitment with respect to any specific quantity of or dollar value to be furnished under any resulting Agreement. Further Proposer recognizes and understands that any cost borne by the Proposer, which arises from Proposer's performance under any resulting agreement, shall be at the sole risk and responsibility of Proposer.

**8. Acquisition from Other Sources**

Cowley College reserves the right and may, from time to time as required by Cowley College's operational needs, acquire services of equal type and kind from other sources during the term of the agreement without invalidating in whole or in part, the agreement or any rights or remedies Cowley College may have hereunder.

**9. Vendor Solicitation**

Please take a moment to go to the Cowley College Procurement Services website for all solicitations. The website address to access: [https://www.cowley.edu/about/procurement\\_services/index.html](https://www.cowley.edu/about/procurement_services/index.html)

**10. Obligation and Waivers**

**THIS RFQ IS A SOLICITATION FOR STATEMENT OF QUALIFICATIONS AND IS NOT A CONTRACT OR AN OFFER TO CONTRACT. A PROPERLY COMPLETED VENDOR APPLICATION/SUBMITTAL (STATEMENT OF QUALIFICATION) IS REQUIRED AND IS A CONDITION OF CONTRACT AWARD.**

**THIS REQUEST FOR QUALIFICATIONS DOES NOT OBLIGATE COWLEY COLLEGE TO AWARD A CONTRACT OR PAY ANY COSTS INCURRED BY THE PROPOSER IN THE PREPARATION AND SUBMITTAL OF A STATEMENT OF QUALIFICATIONS. COWLEY COLLEGE, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY STATEMENT OF QUALIFICATIONS AND/OR REJECT ANY AND ALL STATEMENT OF QUALIFICATIONS OR A PART OF A STATEMENT OF QUALIFICATIONS, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS SOLICITATION.**

**COWLEY COLLEGE RESERVES THE RIGHT TO REJECT ANY NON- RESPONSIVE OR CONDITIONAL STATEMENT OF QUALIFICATIONS. HCC RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES, IRREGULARITIES AND/OR TECHNICALITIES IN THIS SOLICITATION, THE STATEMENT OF QUALIFICATION DOCUMENTS AND /OR STATEMENT OF QUALIFICATIONS RECEIVED OR SUBMITTED.**

**BY SUBMITTING A STATEMENT OF QUALIFICATIONS, PROPOSER AGREES TO WAIVE ANY CLAIM IT HAS, OR MAY HAVE, AGAINST COWLEY COLLEGE AND ITS TRUSTEES OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION OR RECOMMENDATIONS OF ANY STATEMENT OF QUALIFICATIONS; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, STATEMENT OF QUALIFICATIONS PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY STATEMENT OF QUALIFICATIONS OR ANY PART OF ANY STATEMENT OF QUALIFICATIONS; AND/OR (4)**

**THE AWARD OF A CONTRACT, IF ANY.**

**COWLEY COLLEGE RESERVES THE RIGHT TO WITHDRAW THIS SOLICITATION AT ANY TIME FOR ANY REASON; REMOVE ANY SCOPE COMPONENT FOR ANY REASON AND TO ISSUE SUCH CLARIFICATIONS, MODIFICATIONS AND/OR AMENDMENTS AS DEEMED APPROPRIATE.**

**COWLEY COLLEGE RESERVES THE RIGHT TO NEGOTIATE TERMS AND CONDITIONS INCLUDING SCOPE, STAFFING LEVELS, AND FEES WITH THE HIGHEST RANKED RESPONDER. IF AGREEMENT CANNOT BE REACHED WITH THE HIGHEST RANKED RESPONDER, COWLEY COLLEGE RESERVES THE RIGHT TO NEGOTIATE WITH THE NEXT HIGHEST RANKED RESPONDER AND SO ON UNTIL AGREEMENT IS REACHED. WHEN AN AGREEMENT IS REACHED, COWLEY COLLEGE WILL SUBMIT ITS RECOMMENDATIONS TO THE BOARD OF TRUSTEES FOR APPROVAL AND AWARD OF THE CONTRACT.**

**COWLEY COLLEGE IS AN EQUAL OPPORTUNITY/EDUCATIONAL INSTITUTION, WHICH DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, GENDER, AGE, DISABILITY, SEXUAL ORIENTATION, OR VETERAN STATUS.**

**11. Contract Award**

**Award of a contract, if awarded, will be made to the proposer who (a) submits a responsive statement of qualifications; (b) is a responsible proposer; and (c) offers the most qualified statement of qualifications in accordance with the Kansas Government Code.**

**A responsive statement of qualifications and a responsible proposer are those that meet the requirements of and are as described in this solicitation. Cowley College may award a contract, based on initial statement of qualifications received, without discussion of such statement of qualifications. Accordingly, each initial statement of qualifications should be submitted on the most favorable terms from a technical standpoint, which the proposer can submit to Cowley College. Except as otherwise may be set forth in this solicitation, Cowley College reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the statement of qualifications documents submitted and consider the statement of qualifications for award.**

**12. Postponement of Statement of Qualifications Due Date/Time:**

**Notwithstanding the date/time for receipt of statement of qualifications established in this solicitation, the date and time established herein for receiving statement of qualifications may be postponed solely at Cowley College's discretion.**

**13. Oral Presentations:**

**During the process of selecting a company to provide the required services, oral presentations may or may not be held. Each proposer should be prepared to make a presentation to Cowley College. The presentations must show that the proposer clearly understands the requirements of the solicitation, and has a strategic plan and approach to complete the work.**

**14. Prime Contractor/Contracts for Services:**

**The prime contractor must perform a minimum of 50% of any contract for services with its labor force and or demonstrate management of the contract for services to the satisfaction of Cowley College.**

**15. Taxes:**

**Cowley College is tax exempt as a governmental subdivision of the State of Kansas Department of Revenues (K.S. A. 79-3606 (c) 7 (d). Limited Sales Tax Number: KSOEHRRWWW. No statement of qualifications shall include any costs for taxes to be assessed against Cowley College. The Contractor shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for Contractor Employees. The contract shall hold Cowley College harmless for all claims arising from payment of such taxes and fees. Other limitations for sales tax can be found at <https://www.ksrevenue.org/prpercentylearnmore.html> and they include indirect purchase by a contractor for a real property project with a Project Exemption Certificate (PEC). Cowley College is responsible for obtaining a PEC on behalf of contractor prior to the start of the project.**

16. **Appropriated Funds:**  
The purchase of service or product, which arises from this solicitation, is contingent upon the availability of appropriated funds. Cowley College shall have the right to terminate the resulting contract at the end of the current or each succeeding fiscal year if funds are not appropriated by the Cowley College Board of Trustees for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become available, Cowley College reserves the right to terminate the resulting contract by giving the selected contractor a thirty (30) day written notice of its intention terminate without penalty or any further obligations on the part of Cowley College or the contractor. Upon termination of the contract Cowley College shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period or the effective date of termination, whichever is the earlier to occur. Cowley College's fiscal year begins on July 1 and ends on June 30.
17. **Ethics Conduct:**  
Any direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive proposers, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in Cowley College orders and contracts.
18. **No Third Party Rights:**  
This Contract is made for the sole benefit of Cowley College and the Contractor and their respective successors and permitted assigns. Nothing in this Contract shall create or be deemed to create a relationship between the Parties to this Contract and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.
19. **Withdrawal or Modification:**  
No statement of qualifications may be changed, amended, modified by telegram or otherwise, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. However, a statement of qualifications may be withdrawn and resubmitted any time prior to the time set for receipt of statement of qualifications. No statement of qualifications may be withdrawn after the submittal deadline without approval by Cowley College, which shall be based on Respondent's submittal, in writing, of a reason acceptable to Cowley College.
20. **Validity Period:**  
Statements of qualifications are to be valid for Cowley College's acceptance for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Statement of qualifications, if accepted, shall remain valid for the life of the Agreement.
21. **Terms and Conditions:**  
The Cowley College Agreement shall govern any Purchase Order issued as a result of this solicitation. Proposer may offer for Cowley College's consideration alternate provisions to the Terms and Conditions. Alternates proposed must refer to the specific article(s) or section(s) concerned. General exceptions such as "company standard sales terms apply" or "will negotiate" are not acceptable. Bidder's silence as to the terms and conditions shall be construed as an indication of complete acceptance of these conditions as written.
22. **Submission Waiver:**  
By submitting a response to this Solicitation, the Offeror or respondent agrees to waive any claim it has or may have against Cowley College and its trustees, employees or agents arising out of or in connection with (1) the Administration, evaluation or recommendation of any offer or response; (2) any requirements under the solicitation, the solicitation or response package or related documents; (3) the rejection of any offer or any response or any part of any offer or response; and/or (4) the award of a contract, if any.
23. **Indemnification:**  
Contractor shall indemnify, pay for the defense of, and hold harmless the College and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Contractor's negligence, recklessness, or willful acts and/or omission in rendering any services hereunder. Contractor shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, Workers' Compensation or income tax

law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Contractor or any employee and shall further indemnify, pay for the defense of, and hold harmless the College of and from any such payment or liability arising out of or in any manner connected with Contractor's performance under this Agreement.

**24. Delegation:**

Unless delegated, Cowley College Board of Trustees or board designate must approve all contracts valued at over \$10,000. The Board has granted the Vice President for Finance and Administration authority to initiate and execute contracts valued up to \$10,000. The procurement of goods and services, including professional services and construction services shall be completed as per any applicable Cowley College policy and procedure and shall be in accordance with Section 72-6760 of the Kansas State Department of Education Code for the purchase of goods and services, The Board delegates its authority to the administration and the designated evaluation committee to evaluate score and rank the statement of qualifications. This includes the evaluation of all bids, statement of qualifications, or statements of qualification under procurement, regardless of contract amount, including the final ranking and selection which shall be made on the evaluation and scoring as per the published selection criteria and the final evaluation ranking. The Board of Trustees shall approve the final award of contracts to the firm based on the published selection criteria and as evidenced in the final evaluation, scoring and ranking.

## Section 6.0

### Submittal Instructions

#### 6.1 DEADLINE FOR WRITTEN QUESTIONS RELATING TO THE RFQ

The deadline for written questions is 5:00 p.m. CST on Thursday, March 8, 2019. Send questions to Dr. Gloria Walker, Vice President for Finance and Administration by email at [gloria.walker@cowley.edu](mailto:gloria.walker@cowley.edu). Additionally, Dr. Walker can be reached at 620-441-5207. Dr. Walker is the only person authorized to provide a formal response to any questions. No other Cowley College employee is authorized to make any statement that would bind the Cowley College with regard to this RFQ.

#### 6.2 SUBMITTAL INSTRUCTIONS

This RFQ has no pages (maximum 8½" x 11") limit but must be at minimum of 10 pt. type. **The following information must be included:**

- Cover letter on Vendor/Company letterhead, maximum of 2 page
- Submitter's Response – Section 4.4
- Appendix 1
- Appendix 2

Responding firm shall submit a clearly marked original plus 1 electronic copy of the proposal/statement of qualification. Proposals shall be received by Cowley College **no later than 5:00 PM, CST, on Thursday, March 21, 2019**. The proposals shall be mailed and will be date stamped upon receipt by Cowley College. After the deadline and upon request, a representative of Cowley College will have available the names of those Contractors submitting proposals. No other public disclosure will be made until after the award of the contract. Any proposal received after this date and time shall be rejected. Contractor may withdraw its proposals at any time prior to the time and date set for opening.

#### **Submittal/Response to RFQ may be mailed or delivered to:**

Cowley College  
ATTN: Dr. Gloria Walker  
125 S 2<sup>nd</sup> St.  
Galle-Johnson – Suite 208  
Arkansas City, KS 67005  
REF: RFQ – 2019-0004 Deferred Maintenance and Energy Conservation Audit

## Attachment I - Proposal Certification

The undersigned applicant, in response to Cowley College Request for Qualification for Deferred Maintenance and Energy Conservation Audit, having carefully examined the RFQ documents and being familiar with the conditions surrounding the proposed project, hereby proposes to provide such services meeting the requirements outlined in this Request for Qualification, in accordance with the proposal attached hereto.

Respondent hereby certifies: (a) that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; (b) that the respondent has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that the respondent has not solicited or induced any person, firm, or corporation to refrain from bidding; and (d) that the respondent has not sought by collusion to obtain any advantage over any other bidder or over Cowley College.

Respondent agrees that the response to this RFQ is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.

Vendor/Contractor/Consultant/Architect/Entity	Phone
Address	Fax
Federal I.D. or SSN	
Signature	Date

Sworn to and subscribed before me at \_\_\_\_\_ (City) \_\_\_\_\_ (State)  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Notary Public of the State of: \_\_\_\_\_

## Attachment II – Contract Award Form

**PROJECT TITLE: Deferred Maintenance and Energy Conservation Audit – RFQ- 2019-0004**

**Name of Bidder/Contractor:** \_\_\_\_\_

**Federal Employer Identification Number (if any):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

In compliance with the requirements of this Request for Qualifications for providing a Deferred Maintenance and Energy Conservation Audit, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with the Statement of Qualifications dated \_\_\_\_\_, and as mutually agreed upon by subsequent negotiations, if any.

The undersigned certifies that he/she has read, understands, and agrees to be bound by the requirements and terms and conditions and any and all amendments issued by Cowley College and made a part of this solicitation as set forth or referenced in this solicitation. The undersigned understands and agrees that any award resulting from this offer will be made in the form of a Cowley College Purchase Order and will have the following order of precedence: 1) Cowley College Contract, 2) Cowley College referenced solicitation including all amendments issued by Cowley College, 3) the RFQ response as accepted and awarded by Cowley College. The undersigned further certifies that he/she is legally authorized to make the statements and representations in its response to this solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned understands and agrees that when evaluating bids and making an award decision, Cowley College relies on the truth and accuracy of the statements and representations presented in the bid response. Accordingly, Cowley College has the right to suspend or debar the undersigned from its procurement process and/or terminate any contract award that may have resulted from this solicitation if Cowley College determines that any statements or representations made were not true and accurate.

Sign By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of: \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_ (City) \_\_\_\_\_ (State)

this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Notary Public of the State of: \_\_\_\_\_