

RFP NO: 2019-0003

RFP TITLE: Campus Master Plan

RFP DUE DATE: Friday, January 18, 2019



Cowley College

**REQUEST FOR QUALIFICATION
(PROFESSIONAL SERVICES)**

NO: 2019-0003

With REVISIONS

REQUEST FOR QUALIFICATION TITLE:

Campus Master Plan Study

ISSUE DATE:

November 30, 2018

SUBMISSION DUE DATE:

Friday, January 18, 2019

By: 5:00 pm CST

Table of Contents

Sections

- 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**
- 6 Submittal Instructions and Deadline Information**

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) for Campus Master Plan Study with ending product being a Campus Master Plan.

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. 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 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 will begin negotiation of fee structure with the highest ranked firm until a contract is agreed upon. If Cowley College and highest ranked firm are unsuccessful in negotiation, Cowley College will terminate such negotiation and move to the next highest ranked firm.

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.

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Section 2

Scope of Work and Services

2.1 PROJECT OVERVIEW

The Cowley College, ("CC") or ("College") is seeking proposals from qualified firms to provide Full Master Plan study to be performed on its Arkansas City (Main) Campus location to help the college improve the design and layout of the campus in accordance with the scope of services noted below. 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.

It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will be six months with the option to renew for an additional nine-month term. Further, Cowley College reserves the right to extend the contract term on a month to month basis, not to exceed three (3) months upon the expirations of the initial term and any successive renewal term.

2.2 SCOPE OF SERVICES

Cowley College is seeking proposals from qualified firms to provide Cowley College a full master plan study to be performed at its Main Campus location to help the college improve the design and layout of the campus. The study should consider all aspects of the campus's operating and built environment campus from current conditions through anticipated requirements in 2028. Cowley College invites all firms to submit a proposal in response to this solicitation.

Cowley College's goals to be achieved through this endeavor are as follows:

- **Program Offerings** - Documentation of existing and proposed program offerings with respect to space needs. (Validation of program offerings to meet the needs of the Campus's service area is an instructional function outside the scope of this study.)
- **Facilities** - Correlate programmed academic needs as outlined above with facilities to determine adequacy and opportunities for enhancement. Additionally, identify opportunities for changes in the built environment to create a more campus-like and friendly environment, improve operational efficiencies, and enhance the quality of the student experience.
- **Enrollment Projections** - Provide forward looking enrollment projections and a proposed timeline of facilities enhancements to meet needs resulting from those projections.
- **Cost Effectiveness** - Provide estimates of construction costs for proposed enhancements including any deferred maintenance to current infrastructure, and a general prioritization of development.
- **Final Product** – full master plan inclusive of the above items for the Main Campus.

PROJECT FUNDING

Funding for the work described herein will be provided through the college capital outlay mill levy funds. Cost of the project (Full Master Plan) will be negotiated.

2.3 DESCRIPTION OF PROJECT

The Main Campus Master Plan was last revised in 2014 (Bartlett & West). Due to the acquisition of approximately 5.7 acres of contiguous property in 2017 and the conversion of Cowley College from one main geographically centered college to multiple centers and an additional campus (Sumner Campus), Cowley College needs to re-examine the existing Main Campus Master Plan to better inform strategic development decisions. This effort will include the review of the current master plan and its goals and objectives as well as Cowley College's new strategic plan (2018-2021) and translate both into a physical campus master plan. The new master plan will retain elements of the existing master plan which may remain relevant within the context of the new strategic plan and incorporate new ideas which enhance the further development of the Main campus. In addition to other factors of providing an update to the existing master plan or establishing a new master plan, the current scope specifically envisions the long- range creation of new spaces for possibly additional academic programs, a new Student Enrollment/Admission Services Center, student union, central administration space, and additional housing, athletic/recreational activities, and cataloging all college properties and current uses of spaces including vacant lots contiguous to the Main Campus.

The College is requesting qualification submittals/proposals for a comprehensive campus master planning effort. The

Consultant/Architect **proposers** shall keep in mind that while past master planning efforts have planned the future campus under the assumption that traditional city streets and grids framework would remain, this new planning effort will not be constrained by that assumption since the state of Kansas and city grant institutions the right to take possession of streets if they own contiguous property surrounding the streets in question.

The Consultant/Architect/Entity is expected to provide a schedule of meetings with appropriate personnel to gather necessary information and data to complete the study and establish the final product – Campus Master Plan. The Consultant/Architect/Entity will be required to meet as frequently as needed with the Main Campus Master Plan Steering Committee for the purpose of providing a periodic progress report. Such meetings will show funds expended in the completion of the project and specific accomplishments related to the completion of the project.

The Consultant/Architect/Entity shall produce the following major written products for review by Cowley College:

- A. Preliminary reports with multiple master plan concepts, goals, and objectives for campus leadership review and comment.
- B. Multiple graphic illustrations of campus master plan concepts.
- C. A final report and graphic illustration(s) of the approved campus master plan. Contents of the final report, at a minimum shall include:

1.0 Campus Development Context

1.1 Introduction

1.2 Enrollment

- 1.2.1 Overview
- 1.2.2 Utilization
- 1.2.3 Demographics
- 1.2.4 Projection Methodology
- 1.2.5 The Utilization Model
- 1.2.6 Future Student Participation
- 1.2.7 Utilization + Demographics = Projections

1.3 Enrollment History

- 1.3.1 Existing Utilization

1.4 Projecting Future Enrollment

- 1.4.1 Cowley College Goals
- 1.4.2 Historical Full Time Student Equivalents (FTSEs)
- 1.4.3 Census by Cowley College Defined College Ownership
- 1.4.4 Census by Actual Attendance
- 1.4.5 Kansas State School Board – Unified School District Growth Projections
- 1.4.6 The “Cone” of Growth
- 1.4.7 The Planning Line
- 1.4.8 Future Need for Instructional Stations (By discipline. The study must consider the use of existing facilities, the functional and/or cosmetic renovation of existing facilities, and/or the construction of new facilities. The study must address how the current facilities should be renovated to permit more students to be admitted into the selected programs of study and whether the college would be able to provide more faculty and more facilities to meet this demand.
- 1.4.9 Projected Parking Requirements

2.0 Goals & Objectives

2.1 Introduction

2.2 Goals

- 2.2.1 Cowley College Goals
- 2.2.2 Centers of Excellence Goals
- 2.2.3 Project Goals
- 2.2.4 Planning & Design Precepts

3.0 Campus & its Environment

3.1 Introduction

- 3.2 Regional Location, Access, and Site Boundary
 - 3.2.1 Regional Location
 - 3.2.2 Highway Access
 - 3.2.3 Campus Entry Points
 - 3.2.4 Site Boundary
- 3.3 Land Use
 - 3.3.1 Surrounding Land Uses
 - 3.3.2 Campus Land Uses
- 3.4 Views To and From Campus
- 3.5 Facilities and Improvements. (Existing facilities must be documented and evaluated in terms of their ability to meet current and projected future programmatic needs. All space and programmatic needs must be supported by a rational space utilization analysis that clearly delineates the amount of space needed to accommodate all the functions identified as necessary for such an institution and curriculum.)
- 3.6 Available Land and Utilization Analysis
- 3.7 Site Analysis
 - 3.7.1 Walking Time
 - 3.7.2 Parking
 - 3.7.3 Utility Availability (may use information furnished by Cowley College personnel)
 - 3.7.3.1 Electric Power Supply
 - 3.7.3.2 Natural Gas Supply
 - 3.7.3.3 Potable Water Supply
 - 3.7.3.4 Sanitary Sewer Service
 - 3.7.3.5 Storm Sewer Service
 - 3.7.3.6 Chilled Water/Central Plant Service
- 3.8 100-Years Flood Plain
- 3.9 Vegetation
- 3.10 Topography
- 3.11 Climate Analysis
 - 3.11.1 Temperature
 - 3.11.2 Precipitation
 - 3.11.3 Winds
 - 3.11.4 Sun Path Diagram
- 3.12 Opportunities and Constraints
 - 3.12.1 Development Opportunities
 - 3.12.2 Development Constraints
- 4.0 Concepts
 - 4.1 Introduction
 - 4.2 Physical Concepts
- 5.0 Campus Development Plan
 - 5.1 Introduction
 - 5.2 Planning Thresholds: Current, plus ten years
 - 5.3 Campus Land Carrying Capacity
 - 5.4 Campus Development
 - 5.4.1 Campus Development: Current
 - 5.4.2 Campus Development: plus ten years
 - 5.5 Campus Building Massing; Focal and Background Architecture
 - 5.6 Campus Core
 - 5.7 Campus Access, Accessible Routes, Parking, and Service Courts
 - 5.7.1 Campus Access: Current
 - 5.7.2 Campus Access: plus ten years
 - 5.7.3 Campus Parking: Current

- 5.7.4 Campus Parking: plus ten years
- 5.8 Campus Pedestrian Circulation
 - 5.8.1 Campus Pedestrian Circulation: Current
 - 5.8.2 Campus Pedestrian Circulation: plus ten years
- 5.9 Campus Open Space
 - 5.9.1 Campus Open Space: Current
 - 5.9.2 Campus Open Space: plus ten years
 - 5.9.3 Campus Residual/Informal: Current
 - 5.9.4 Campus Residual/Informal: plus ten years
 - 5.9.5 Campus Service Courts
- 5.10 Utility Systems
 - 5.10.2 Chilled Water Supply: Current
 - 5.10.3 Chilled Water Supply: plus ten years
 - 5.10.4 Potable Water: Current
 - 5.10.5 Potable Water: plus ten years
 - 5.10.6 Sanitary Sewer: Current
 - 5.10.7 Sanitary Sewer: plus ten years
 - 5.10.8 Storm Water Management: Current
 - 5.10.9 Storm Water Management: plus ten years
 - 5.10.10 Natural Gas Service: Current
 - 5.10.11 Natural Gas Service: plus ten years
 - 5.10.12 Electric Service: Current
 - 5.10.13 Electric Service: plus ten years
- 5.11 Campus Lighting
 - 5.11.1 Campus Lighting: Current
 - 5.11.2 Campus Lighting: plus ten years
- 5.12 Campus Signage (*Cowley College just completed a signage and wayfinding project (2018)*)
 - 5.12.1 Campus Signage: Current
 - 5.12.2 Campus Signage: plus ten years
- 5.13 Campus Security
 - 5.13.1 Campus Security: Current
 - 5.13.2 Campus Security: plus ten years
- 5.14 Campus IT Service
 - 5.14.1 Campus IT Service: Current
 - 5.14.2 Campus IT Service: plus ten years
- 5.15 Detention Requirements
- 5.16 Utility Availability
 - 5.16.1 Service Unit

- 6.0 Site Amenities
 - 6.1 Introduction
 - 6.2 Images and Experience
 - 6.3 Pedestrian Pathway Amenities

- 7.0 Implementation Standards
 - 7.1 Introduction
 - 7.2 Building Materials & Character
 - 7.2.1 Building Base
 - 7.2.2 Building Mid-Section
 - 7.2.3 Campus Focal Architecture and Identity
 - 7.2.4 Building Entrance
 - 7.2.5 Exterior Architecture
 - 7.2.6 Paving Material
 - 7.3 Ground-Plane Treatment
 - 7.3.1 Landscape Treatment Hierarchy
 - 7.3.1.1 Dominant Trees

- 7.3.1.2 Secondary Trees
- 7.3.1.3 Accent Trees
- 7.3.1.4 Lower-Story Trees
- 7.3.1.5 Ground Cover
- 7.3.1.6 Sod
- 7.3.2 Campus Edge
- 7.3.3 Plazas & People Places
- 7.4 Site Amenities
 - 7.4.1 Benches
 - 7.4.2 Receptacles
 - 7.4.3 Bike Racks
 - 7.4.4 Bollards
 - 7.4.5 Planters
 - 7.4.6 Railings
 - 7.4.7 Tables & Chairs
 - 7.4.8 Shelters/Entry Canopies
- 7.5 Pedestrian Walkways
 - 7.5.1 Paver Materials
 - 7.5.2 Paver Patterns
 - 7.5.3 Walkway Edge Conditions and Treatment
- 7.6 Campus Lighting Criteria
 - 7.6.1 Exterior Lighting Design Criteria
 - 7.6.2 Products
 - 7.6.3 Design Requirements
 - 7.6.4 Design Provisions
 - 7.6.5 Exterior Lighting Controls Standard Criteria
 - 7.6.6 Equipment
 - 7.6.7 Installation
- 7.7 Campus Signage - *Cowley College just completed a signage and wayfinding project (2018) and can provide information*
 - 7.7.1 Campus Signage Hierarchy
 - 7.7.2 Signage and Graphics
- 7.8 Campus Roadways
 - 7.8.1 Primary Roadway
 - 7.8.2 Secondary Streets
 - 7.8.3 Roadway Materials
- 8.0 Documentation Process
 - 8.1 Introduction
 - 8.2 Project Identification and Scope Determination
 - 8.3 Project Program
 - 8.4 Project Scope and Mid-Construction Budget
 - 8.5 Form and Location Determination
 - 8.6 Massing and Functional Considerations
 - 8.7 Schematic Design Program/Conformation

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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:

Evaluation Criteria	Available Points
Firm’s Qualification and Experience (Section 4.4.c - Tab 1)	30
Demonstrated Qualifications of Personnel and Team (Section 4.4.d - Tab 2)	30
Proposed Approach and Methodology (Section 4.4.e - Tab 3)	20
Past Performance & References (Section 4.4.f - Tab 4)	20
Total Points	100

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 or any other state they may work, 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. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other proposers.
- 3.2 D. 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 ~~1~~ 2 pages in length, summarizing key points in the statement of qualifications and shall briefly furnish background information about the firm(s)/~~team firm~~, including ~~date of founding~~, legal form (sole proprietorship, partnership, corporation/state of incorporation, ~~limited liability partnership/corporation (LLP/LLC)~~, number and location of offices, ~~location of company headquarters/main office~~, total number of firm(s)/team employees/members ~~company wide and total number of employees in the State of Kansas~~, 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.

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.

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.

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.
- f. Tab 4 - 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 in addition to and may include currently written letters from current clients or past clients served in the past three years. 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 on company letterhead 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. 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

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 www.ksrevenue.org, 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 Friday, January 4, 2019. Send questions to Dr. Gloria Walker, Vice President for Finance and Administration by email at 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 ~~may not exceed 30-60 single-sided~~ **has no pages (maximum 8½" x 11") limit but must be at minimum of 10 pt. type.** Submissions exceeding the page limit will be considered non-responsive and will be returned to the applicant without further evaluation. **The following information** is not included in the page limit **must be included:**

- Cover letter on Vendor/Company letterhead, maximum of 2 page
- Résumés for key team members, maximum of 2 pages each
- Appendix 1
- Appendix 2

Consultant/Architect 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 Friday, January 18, 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 2nd St.

Galle-Johnson – Suite 208

Arkansas City, KS 67005

REF: RFQ – 2019-0003 Campus Master Plan

Attachment I - Proposal Certification

The undersigned applicant, in response to Cowley College Request for Qualification for Campus Master Plan, 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: Main Campus – Campus Master Plan – RFQ- 2019-0003

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 Campus Master Plan, 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: _____