



Cowley College

Request for Proposal

Track Resurfacing and Javelin
Runway

Submission Due Date

02/28/24

By: 4PM CST

**COWLEY COLLEGE
REQUEST FOR PROPOSAL (“RFP”)
FOR
TRACK RESURFACING AND JAVELIN RUNWAY**

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I. Introduction

- A. This is a Request for Proposal (RFP) issued by Cowley College (hereinafter referred to as “Cowley College”) seeking bid/quotes for goods or services from vendors who provide such products or services.
- B. RFPs must be submitted by persons authorized to commit the responding Vendor/Contractor to a procurement contract, agreement, or purchase/sale.
- C. Any costs incurred in preparing or submitting a proposal shall be the Signage Contractor's sole responsibility.
- D. Cowley College reserves the right to consider as acceptable only those bid/quotes submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any bid/quote offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.
- E. A Respondent shall be disqualified and the bid/quote automatically rejected for any one of the following reasons:
 - a. The bid/quote shows any noncompliance with applicable law.
 - b. The bid/quote is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous.
 - c. The bid/quote 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.
 - d. The vendor/respondent is debarred or suspended.
- F. Cowley College may need to issue one or more addendum related to this RFP. Such addenda shall be added to the original RFP 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 RFP process for updated information or addenda related to this RFP.
- G. Cowley College reserves the right not to make award of this RFP.
- H. Cowley College shall not be responsible for work done, even in good faith, prior to Cowley College’s execution of a final purchase.
- I. RFP may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed or purchase is made. Cowley College treats RFP 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 bid/quote 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 RFP. 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.
- J. If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.
- K. 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 Signage Contractor’s activities involving third parties and arising from any contract resulting from this RFP.
- L. The terms and provisions of this RFP, and any ensuing contract, shall be governed by and construed in accordance with the laws of the State of Kansas.
- M. Cowley College may terminate any resulting contract for cause by providing a Notice to Cure to the awarded Contractor citing the instances of noncompliance with the contract.

- N. The chosen/awarded Contractor 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.
- O. If the Contractor and Cowley College reach an agreed upon solution, the Contractor shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- P. 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.

II. RFP Requirements and Schedule

- A. Proposals will be accepted electronically by 4PM February 28, 2024, to holly.harper@cowley.edu. Please put “RFP for Track Resurfacing” in the subject line. Attachment B should be completed and returned to the College’s Procurement Services if the Proposer is not submitting a proposal.
- B. Proposals may be withdrawn by written request before the scheduled closing time for receipt of proposals. Requests for modification must be in writing, executed by a person with authority, and submitted in the same manner as set forth above.
- C. All proposals shall be valid and constitute an irrevocable offer to contract on the terms and conditions of this Request for Proposals for ninety (90) days after opening. Still, the College reserves the right to accept or reject proposals on each item or service separately or as a whole, to reject any or all proposals, to waive informalities or irregularities, and to contract in the College's best interest.
- D. SCHEDULE OF BID SELECTION

Issue RFP	02/14/24
Proposals Due	02/28/24
Proposal Reviews (Trustee Finance Sub-Committee)	03/05/24
Award bid-Selection (Board of Trustees Meeting)	03/11/24

E. Evaluation Criteria and Proposal Content

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

1. Attachment I – Bid Sheet and Certification
2. Vendor experience and availability
3. Experience and qualifications of personnel assigned to project.
4. Quality and adequacy of Bid (completeness, responsiveness and clarity)

The College reserves the right to weigh these factors at its sole discretion.

Attachment I: Bid Sheet and Certification

Cowley college reserves the right to accept or reject any or all bids based on product specifications, pricing terms and conditions, availability, shipping and handling charges and budget availability.

Item No.	Qty	Description of Product	Bid/Quote Per Product	Total Bid/Quote Price
1	1	Structural re-spray (orange) over the existing track oval and field events areas. Repair existing track deficiencies on oval and high jump area prior to re-spray. This includes approximately 300 SF of full depth repair.	\$	\$
2	1	New javelin runway with impermeable structural spray (orange) 13mm thickness	\$	\$
3	1	5" concrete thickness with base. Rebar/reinforcement for javelin runway form and pour 120'x15'.	\$	\$
		If concrete services not available please notate	\$	\$
		TOTAL COST	\$	\$

Specify Deliver Time (After Receipt of Order (ARO) _____

Include, on a separate sheet, other information required. Attach to Bid Sheet any exception to the specifications.

CONTACT: _____

EMAIL: _____

TELEPHONE: _____

The undersigned applicant, in response to Cowley College Request for Bid Track Resurfacing and Javelin Runway having carefully examined the bid documents and being familiar with the conditions surrounding the proposed purchase, hereby proposes to provide such services meeting the requirements outlined in this Request for Bid/Quote, in accordance with the RFP attached hereto.

Respondent hereby certifies: (a) that this bid/quote 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 RFP 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.

Signature

Date

Signer Name