



Western Kentucky University
Sports Medicine Complex

REQUEST FOR PROPOSAL
RFP# 10085

September 26, 2016

Important Information for Potential Bidders.

Western Kentucky University has implemented the Unimarket eProcurement system. If you plan to submit a proposal in response to this RFP, you will need to submit it electronically through the Unimarket system. The purpose of this document is to provide you a copy of what is in that system so you can decide whether to proceed with a proposal or not. If you do plan to submit a proposal, you will need to click on the link where you downloaded this document. Then you will need to click “join” and register in the Unimarket system or log in if you have already registered.

In the attachments page where you downloaded this document there is also a document named:

[Instructions for Bidders responding to a Bid or RFP Posted on Unimarket.pdf \(434.4K\)](#)

Please keep in mind that if you do not register and “accept” you will not receive messages, addendums and other information related to this RFP. If you prepare your response off line, you will be able to attach a document within the system that contains your response. However there are questions and various items that are to be answered within the system. You should allow yourself plenty of time to enter answers and documents within the system. Please also be aware that the text boxes in the system have character limits so you will need to be concise and to the point in the system. If you feel the need to provide longer answers, those can be included in documents you attach. However, attachments do have a 10 Mb limit.

Thank you for your interest in working with Western Kentucky University. If you have questions or need additional assistance you can contact the Purchasing Agent listed on the next page or Unimarket also provides support. Unimarket is available at support@unimarket.com or by calling 443-345-2801.

Thanks,
WKU Supply Chain Management

INVITATION NO. RFP10085	DATE ISSUED 9/26/2016	METHOD OF AWARD See Attached
TYPE OF COMMODITY Sports Medicine Complex		
NAME OF BUYER Ashlee Tilford, Supply Chain Management		TELEPHONE 270/745-2909

Western Kentucky University, Purchasing Department, will receive sealed proposals until the time and date shown below. Proposals should be submitted electronically via the Unimarket system. Our physical location is:

**WESTERN KENTUCKY UNIVERSITY
SUPPLY CHAIN MANAGEMENT
SUPPLY SERVICES BUILDING
1906 COLLEGE HEIGHTS BLVD #11099
BOWLING GREEN, KENTUCKY 42101-1099**

Proposals must be received no later than:

**3:30 P.M. CST
November 1, 2016**

Questions regarding this RFP must be received before **3:30 p.m. on October 7, 2016.**

1. It is the intention of this Request for Proposal (RFP) to enter into competitive negotiation as authorized by KRS 45A.085 and 200 KAR5.307.
2. Proposals for competitive negotiation shall not be subject to public inspection until negotiation between the purchasing agency and all offerors have been concluded and a contract awarded to the responsible offeror submitting the proposal determined in writing to be the most advantageous to Western Kentucky University, price and the evaluation factors set forth in the advertisement and solicitations for proposals concluded.
3. An award of contract may be made upon the basis of the initial written proposal received without written or oral discussions.
4. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
5. Western Kentucky University reserves the right to request proposal amendments or modifications after the proposal receiving date.
6. The contents of the successful proposal shall become part of any contract awarded.
7. Proposal will be rejected unless filled out in ink or on typewriter and signed in ink.
8. The terms and conditions of this request for Proposal plus any special conditions enumerated herein, all provisions to be part of any contract(s) resulting from this bid.
9. Equal Employment Opportunity – All parties must be in compliance with executive order 11246 of September 24, 1965, as amended by executive order 11375 of October 13, 1967, and any subsequent amendments.

Important: Sign offer below

This offer is valid for _____ calendar days from the date this proposal is opened.

In submitting this proposal, it is expressly agreed that notification of acceptance by Western Kentucky University to the offeror, shall create a contract with respect to the provision of the goods and/or services described herein (or as negotiated) to the University and under the terms and conditions stated or referenced herein.

By: _____ Firm. _____
 Name: _____ Address. _____
 Date: _____
 Phone: _____ (City) (State) (Zip)
 Fax: _____
 Email: _____

SWORN STATEMENT REGARDING CAMPAIGN FINANCE LAWS

PURSUANT TO KRS 45A.110 AND KRS 45A.115 A DETERMINATION OF RESPONSIBILITY OF A BIDDER OR OFFEROR CANNOT BE MADE UNTIL THE BIDDER OR OFFEROR PROVIDES A SWORN STATEMENT THAT HE HAS NOT KNOWINGLY VIOLATED ANY PROVISION OF THE CAMPAIGN FINANCE LAWS OF THE COMMONWEALTH AND THAT THE AWARD OF A CONTRACT TO A BIDDER OR OFFEROR WILL NOT VIOLATE ANY PROVISION OF THE CAMPAIGN FINANCE LAWS OF THE COMMONWEALTH. TO COMPLY WITH THESE STATUTES THE SWORN STATEMENT REGARDING CAMPAIGN FINANCE LAWS INCLUDED WITH THIS INVITATION FOR BID SHOULD BE SIGNED AND NOTARIZED AND RETURNED WITH YOUR BID.

KRS45A.110

(1) A written determination of responsibility of a bidder or offeror shall be made and it shall be made in accordance with administrative regulations promulgated by the secretary of Finance and Administration Cabinet. A reasonable inquiry to determine the responsibility of a bidder or offeror may be conducted. The failure of a bidder or offeror to promptly supply information in connection with such an inquiry may be grounds for a determination of non-responsibility with respect to such a bidder or offeror.

(2) A written determination of responsibility of a bidder or offeror shall not be made until the bidder or offeror provides the Secretary of Finance and Administration Cabinet with his sworn statement made under penalty of perjury that he has not knowingly violated any provisions of the campaign finance laws of the Commonwealth and that the award of a contract to a bidder or offeror will not violate any provision of the campaign finance laws of the Commonwealth. "Knowingly" means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

(3) Except as otherwise provided by law, information furnished by a bidder or offeror pursuant to this section may not be disclosed outside of the Division of State Purchasing or the purchasing agency administering the contract without prior written consent of the bidder or offeror.

KRS45A.115

The Secretary of the Finance and Administration Cabinet may provide for prequalification of suppliers as responsible prospective contractors for particular types of supplies, services, and construction. The Secretary of Finance and Administration Cabinet shall not prequalify a supplier as responsible prospective contractor until the supplier provides the Secretary with his sworn statement made under penalty of perjury that he has not knowingly violated any provision of the campaign finance laws of the Commonwealth and that the award of a contract to the supplier will not violate any provision of the campaign finance laws of the Commonwealth. "Knowingly" means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware of should have been aware that his conduct is of that nature or that the circumstance exists. Solicitation lists of potential contractors of such supplies, services, and construction shall include but shall not be limited to such prequalified suppliers. Prequalification shall not foreclose a written determination:

(1) Between the time of the bid opening and receipt of offers and the making of an award, that a prequalified supplier is not responsible, or

(2) That a supplier who is not prequalified at the time of bid opening or receipt of offers is responsible.

RETURN THIS STATEMENT WITH YOUR BID

**COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
SWORN STATEMENT REGARDING CAMPAIGN FINANCE LAWS
PURSUANT TO KRS 45A.110 AND KRS 45A.115**

The undersigned hereby swears or affirms, under penalty prescribed by law for perjury, that neither he/she individually, nor, to the best of his/her knowledge and belief, the corporation, partnership, or other business entity which he/she represents in connection with this procurement, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky, and that the award of a contract to him/her, individually, or to the corporation, partnership or other business entity which he/she represents, will not violate any campaign finance laws of the commonwealth.

BIDDER/OFFEROR

(Signature)

(Title)

(Name of Company)

State of _____)

County of _____)

**The foregoing statement was sworn to me this ____ day of _____,
20____, by _____.**

Notary Public

Revised 1/95

My Commission Expires: _____

RETURN THIS STATEMENT WITH YOUR PROPOSAL

STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040.

1. That the attached proposal covering the Western Kentucky University Invitation No. **RFP 10085** has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation designed to limit independent competition.
2. That the proposer is legally entitled to enter into the contracts with Western Kentucky University, and is not in violation of any prohibited by the provisions of KRS 164.390, 45A.330 to 340.
3. That I have fully informed myself regarding the accuracy of the statements made above:

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Date: _____

Protection of Personal Information

To the extent contractor receives pursuant to or as a result of an Agreement or Contract Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), contractor shall secure and protect all such Personal Information by, without limitation: (i) complying with, and ensuring its employees, agents, and subcontractors comply with, all requirements applicable to non-affiliated third parties set forth in the Act; (ii) implementing, maintaining, and updating, and ensuring its employees, agents, and subcontractors implement, maintain, and update, security procedures and practices, including taking any appropriate corrective action, to protect against security breaches and implementing, maintaining, and updating, and ensuring its employees, agents, and subcontractors implement, maintain, and update, security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Kentucky Council on Postsecondary Education, and are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying Western Kentucky University of a security breach (as defined in the Act) relating to Personal Information in the possession of contractor or its employees, agents, or subcontractors in the most expedient time possible and without unreasonable delay but within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and contractor abides by the requirements set forth in that exception. Notice shall include all information contractor has with regard to the security breach and shall be given as follows:

Western Kentucky University

Gordon Johnson, Chief Information Technology Officer
1906 College Heights Blvd
Bowling Green KY 42101

gordon.johnson@wku.edu

(iv) cooperating, and ensuring its employees, agents, and subcontractors cooperate, with Western Kentucky University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act regardless of whether the security breach relates to Personal Information obtained by or in the possession of or maintained by or on behalf of contractor or any of its employees, agents, or subcontractors; (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information involving Personal Information in its possession or the possession of its employees, agents or subcontractors; and (vi) at the discretion and direction of each affected University, handling all administrative functions associated with notification, investigation and mitigation regardless of whether the security breach relates to Personal Information obtained by or in the possession of or maintained by or on behalf of contractor or any of its employees, agents, or subcontractors. If contractor is required by federal law or regulation to conduct security breach investigations or to make notifications of security breaches, or both, as a result of its unauthorized disclosure of one (1) or more data elements of Personal Information as defined under the Act, it shall meet the requirements hereunder by providing to Western Kentucky University a copy of any and all reports and investigations relating to such security breach investigations or notifications that are required to be made by federal law or regulations. The preceding sentence shall not apply if the security breach includes the unauthorized disclosure of data elements that are not covered by federal law or regulation but are included in the Act.

RETURN THIS FORM WITH YOUR PROPOSAL

E-PROCUREMENT SYSTEM Not applicable

EXTENDED PRICING Not applicable

Minority Business Enterprises and Woman Owned Business Enterprises

It is the policy of Western Kentucky University to work with KEPC (Kentucky Education Purchasing Consortium) to find small, minority and women's business enterprises and others disadvantaged business enterprises to solicit quotes and bids for all acquisitions. Please indicate below if your company is Minority Owned or Woman Owned and include evidence of any certification you may have received.

WBE ☐

MBE ☐

Sustainability

Western Kentucky University purchases and uses environmentally preferable products as much as possible, and is developing a university-wide purchasing program that supports suppliers of environmentally preferable products and services.

Federal Debarment Status

By checking the box below you certify that your company and its principals have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from doing business with a federal department or agency of the federal government.

☐ Federal Debarment Status

Firm: _____

Signature: _____

Section I Scope of Proposal and Background

Western Kentucky University (WKU) requests proposals from qualified medical services providers to construct, at the proposer's sole expense, a Sports Medicine Complex, on our main campus in Bowling Green Kentucky and to be available for occupancy by **June 2018**. Additionally we are seeking a partner to provide on-campus orthopedic services for our student athletes and to work with WKU's Doctor of Physical Therapy faculty and students to improve the academic experience, where feasible. The university is willing to consider a long term exclusive contract with the medical services provider that could include various health related services in exchange for shared use of the facility constructed by the bidder.

The Sports Medicine Complex is to include the following space to house WKU's Doctor of Physical Therapy (DPT) degree program; a sports medicine/orthopedic clinic; baseball clubhouse, office and locker room; and a rehabilitation/training indoor practice facility to be available to Department of Athletics and WKU students through Preston Health and Activities Center scheduling.

In addition to standard amenities of the indoor facility, the project includes a turf field, hitting nets for baseball and softball, along with wall pads for the interior of the indoor facility.

In connection with this project, the proposer will describe its intent to lease space and operate a primary care clinic in an existing on-campus facility designed for this use. The facility is shared with WKU Communications Disorders Program and WKU Student Health Education and Wellness Program. The space currently available for a competitive lease rate is approximately 7,000 square feet.

The contract for the provision of this facility and these services can be for a time period that is negotiable. Various components of the proposed agreement can have different time frames for term of contract. It is the University's intent to select the most qualified vendor to construct a Sports Medicine Complex at vendor's expense and provide services as described. Western Kentucky University expects to award this contract around November 16, 2016.

Proposals submitted in response to this RFP must be received before 3:30 p.m. on November 1, 2016. Any proposals received after this date and time will be returned unopened. Questions regarding this RFP must be received before 3:30 p.m. on October 7, 2016. Any questions received after this date and time will be returned unanswered.

Proposals and questions must be submitted via the Unimarket system. There are to be no additional inquiries or clarifications of the RFP other than through the designated purchasing agent. The WKU contact for this RFP is:

Ashlee Tilford
Department of Supply Chain Management
Western Kentucky University

ashlee.tilford@wku.edu

Background

For several years WKU has been seeking a way to acquire an indoor athletic training and practice facility that can be used by the Department of Athletics and our student body. Another impetus for this project is the University of Kentucky's (UK) decision to create a new opportunity for students to pursue a medical degree in Bowling Green, Kentucky. The Medical Center and WKU are building on an existing Health Sciences Complex partnership to make space available to accommodate UK's medical degree program requirements in the existing facility which currently houses WKU's DPT Program and Nursing Program. This commitment, in turn, requires WKU to identify a new location for its DPT program. The DPT Program will be located in the new Sports Medicine Complex at the site selected by WKU.

The Department of Athletics requires dedicated skilled orthopedists to meet the needs of its student athletes. A medical services provider is required to bill students' insurance and work with Athletics staff where billing must be submitted under the University's student athlete health insurance policy.

WKU currently has a medical services provider operating a primary care center on campus. Services are designed to meet the needs of a student population as a high priority; however, services are available for employees and their families as well as the community at large.

WKU operates a self-insured employee health program for its employees, spouses/partners and families. In the administration of the Health Plan, the University utilizes a third party administrator, currently Anthem Blue Cross Blue Shield. The third party administrator is responsible for providing a provider network which offers comprehensive medical services through contracts that include discounted fees.

Section II General Information

2.1 Desired Outcome and Services

Western Kentucky University is requesting proposals for the design and build of a Sports Medicine Complex on WKU's campus that includes orthopedic services for our student athletes. The bidder is responsible for all costs associated with building and equipping the Sports Medicine Complex. Requirements are:

- (A.) Construct a facility located on 2.57 acres in the WKU main campus between the Football Stadium and Baseball field that is suitable for athletic training and practice and student intramural sports programs. The facility should include teaching/medical exam space and can include other appropriate sports medicine/health care space for your organization. It should also include locker rooms and other facilities needed for the WKU Baseball team. We are looking for a 140,000 square foot or larger fully equipped facility. The contractor constructing this building will be required to pay prevailing wage.
- (B.) Bidder should propose how maintenance and operation and insurance costs for the building will be funded.
- (C.) Bidder must be willing to collaborate with the university on final design, furnishings and equipment to be included for the complex.
- (D.) The university is willing to enter into a Premises Use Agreement with the selected contractor. If the facility is not to be owned by WKU, it will be necessary to enter into a ground lease. Furthermore, it is anticipated that WKU will provide adequate parking for the Sports Medicine Complex at no cost to the contractor.
- (E.) Contractor will provide on-site orthopedic medical service for our student athletes. These services may include a collaborative effort with our Doctor of Physical Therapy program in order to give our students practical experience.
- (F.) The contractor must describe its intent to lease approximately 7,000 square feet of space in our current Heath Services Facility to operate an on campus health clinic available to the general student population, faculty and staff and families, and the community.
- (G.) The resulting agreement **will not** impose any restriction on which medical service providers will be available to WKU employees and covered dependents insured through WKU's Health Plan.

- (H.) Given the significant capital investment required for the Medical Sports Complex, the RFP response must include specific termination language that addresses the proposed and future ownership of the facility should the contract be terminated.
- (I.) Other health service related services may be offered for consideration. We seek your creative partnership opportunities.

The enclosed bid schedule is designed to solicit bid data for each described service. It is essential that each proposal contain a response to each part and that the bid schedule contain bid data pertaining to each service. Lump sum, fixed fee or other such means of bidding are acceptable provided the services included by such a bid are clearly indicated.

2.2 Incurring Costs

The cost of preparing responses to the RFP will *not* be allowable as direct or indirect charges under any resulting contract.

2.3 Rejection of Proposal

The University reserves the right to refuse or reject any or all proposals submitted under this RFP. The University shall be free to accept whichever proposal(s) it deems most advantageous.

2.4 Addenda to RFP

Amendments to this RFP may be necessary prior to the closing date and will be furnished in the form of written addenda and distributed via the wkuplanroom.com to all prospective bidders. Failure to acknowledge receipt of addenda in accordance with the instructions contained in the addenda may result in the proposal not being considered. Oral communication with any person(s) will not be construed as providing amending data to the specification unless converted to the form of written addenda and conveyed to all prospective bidders.

2.5 Bidder Response and Proprietary Information

With regard to proprietary information, the University will not disclose any portion of the proposals, except to the members of the proposal evaluation team prior to the contract award. The University retains the right to disclose the name of the successful bidder(s), the amount of the contract, and any information in the proposal that is pertinent to the selection of the contractor. Any information of the proprietary nature that a bidder does not want disclosed to the public or used for any purpose other than evaluation of its offer should be on separate sheets. Each sheet containing such information must be appropriately marked

“Confidential” at the top and bottom. Bidders may not mark their entire proposal as confidential. Pricing marked Confidential will not be accepted.

2.6 Oral Presentation

Bidders who submit a proposal will not be required to make an oral presentation unless, in the opinion of the University, it becomes necessary for clarification purposes.

2.7 Statements Not Warranties and Representations

The statements contained herein are made for the purpose of information and assisting prospective bidders in preparing bids. None of the statements contained herein shall be construed to be a warranty or representation; the University, its officials, employees, agents and consultants shall not be liable to any persons for any statements herein.

2.8 Independent Capacity

The parties hereto agree that the bidder, and any agents and employees of the bidder, in the performance of their agreement, shall act in an independent capacity and not as officers or employees of the University.

2.9 Negotiation of Contract

Any contract(s) that may result from this RFP will be as a result of negotiation between applicants submitting proposals and the University.

2.10 Evaluation Methodology

An Evaluation Committee will do technical evaluation of proposals submitted in response to their RFP. All proposals are to be submitted complete. The University is under no obligation to contact bidders for clarification but reserves the right to do so. See section 5 for scoring of proposal.

2.11 Partial Proposals

Partial proposals will not be accepted. A complete proposal is defined as one, which is responsive to all the components, defined in each of the sections bid, which are specified in the RFP.

2.12 Complete Proposal

The bidder must insure its response to be complete and all required information is furnished including proper signatures, pricing information, required responses,

and other information as outlined in the RFP. Failure to do so may result in the disqualification of the bidder's proposal.

2.13 Employment/Non-Discrimination Laws

The successful applicant(s) will be required to comply with all state and federal applicable fair employment and non-discrimination laws and regulations.

2.14 Kentucky Preference Laws

Prior to a contract being awarded scoring or evaluation of proposals will take into consideration reciprocal preference for Kentucky resident bidders law KRS 45A.490 to KRS 45A.494 and preference for qualified bidders or the Department of Corrections, Division of Prison Industries law KRS 45A.470. More information regarding Kentucky Preferences Laws can be found at the following web site:

<http://wkuplanroom.com/purchasing/>

Resident and qualified bidders wishing to take advantage of the preference laws must fill out the appropriate affidavit form and return it with your bid or proposal. Affidavit forms can be found at the end of this document or at the web site referenced above.

Section III Terms and Conditions of the Contract

3.1 License to Operate

All contractors must be registered or licensed with the Commonwealth of Kentucky in order to do business with the university.

3.2 Execution Date

The planned execution date for this contract will be upon award of contract. The final terms and will be finalized on or about this date. The actual signing of the contract(s) may be at a later date.

3.3 Effective Date

The effective date of the new contract will be upon award of contract. A mutually agreeable implementation schedule will be negotiated with WKU to accommodate the Department of Athletics and other WKU needs. The contract term will be based on mutual agreement of both parties.

3.4 Termination

Given the significant capital investment required for the Medical Sports Complex, the RFP response must include specific termination language that addresses the future ownership of the facility. With mutual agreement of both parties, termination language will be incorporated into final contract.

3.5 Legislation Enacted During A Contract

State or Federal laws and regulations enacted during a contract period and deemed by the University as necessitating a change in relationships will be incorporated into the existing contract as an amendment to that contract.

3.6 Contract Changes

The University may, at any time by a written amendment, make changes within the general scope of the contract. If any such changes affect the performance of any part of the service provided under the contract, whether changed or not changed by any such amendment, a cumulative satisfactory adjustment shall be made in the contract terms and the contract shall be modified in writing accordingly. Any claim by the bidder for adjustment under this clause must be asserted within thirty (30) days from the date of receipt of the bidder of the notification of change. In cases of disagreement in regards to the adjustment caused by such change, the bidder will be required to perform in accordance with the dispute procedures as defined in Section 3.8 of this RFP.

3.7 Bidding Procedure Dispute

Adjudication of disputes regarding submittal of proposals or compliance with regulation pertaining thereto shall be under the authority of Western Kentucky University.

3.8 Dispute while Contract in Force

Except as otherwise provided in this contract, disputes concerning a question or act arising under this contract which is not disposed of by agreement shall be decided by the Director of Supply Chain Management of the University, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the bidder. The decision of the Director of Supply Chain Management of the University shall be final and conclusive, subject to an appeal in a court of law in the Commonwealth of Kentucky. In connection with any appeal proceeding under this section, the bidder shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of dispute hereunder, the bidder shall proceed diligently with the performance of the contract and in accordance with the decision of the Director of Supply Chain Management of the University.

3.9 Officials not to Benefit

No Trustee, Director, Officer or Employee of the University shall benefit financially or materially from this contract except as provided by applicable Kentucky Revised Statutes.

3.10 Commitment of the University

Issuance of this RFP in no way constitutes a commitment by the University to award a contract or to pay any costs incurred in the preparation of a response to this request. The University will assure its best efforts to provide reasonable and timely resolution to questions of policy or procedures as they may affect this RFP.

3.11 Appendices

The Bidder may provide any additional information, which it deems useful in evaluation of its proposal in appendices. Generally, this may include examples of prior work, products and methods.

3.12 Contract Provisions

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of each resulting contract. The bidder in its proposal

which, if accepted, shall become part of the contract therefrom must specifically define any deviation. Such deviations must not be in conflict with the basic nature of this offer.

3.13 Contracting Procedures

Negotiations prior to award, if required, will be in accordance with KRS 45A.085. Contract award may be made on the initial proposals received without negotiation or discussion with the officers. If the University elects to conduct negotiations after receipt of initial proposals, any agreements, modifications, or revisions must be confirmed in writing as an amendment to this proposal for consideration.

3.14 Basis of Fee Quotations

Fees and services quoted in response to this invitation shall remain firm for the initial period of the resulting contract. After this time, fees are subject to revision, which may be either an increase or decrease. Said revisions may be requested by either of the contracting parties and must be requested in writing. The requesting party must furnish documented evidence substantiating the validity of the request. The party to whom the request is represented must notify the requesting party of their decision within 30 days after receipt of the request or satisfactory supporting documentation whichever occurs later. In the event the requested revision is refused, the requesting party shall have the right to withdraw from the contract without prejudice.

3.15 Contractor Facilities

Contractor must own and operate adequate facilities and equipment devoted to performance so that the end product conforms to the intent of the Proposal specifications. Contractor must exercise strict quality control and inspection in every aspect of performance of the services.

3.16 Audit

The University reserves the right to audit. The bidder will permit representatives of the University to audit and examine their records and accounts pertaining to the University's accounts at such reasonable times and places as may be designated by the University. Such records and accounts shall be maintained for five (5) years after the end of the contract year to which they relate. The bidder will also supply a copy of an annual audit completed by an independent audit firm.

3.17 Bonds

A \$10,000 bid bond must be submitted with your proposal. The bond secures the bidder\contractor's promise to enter into a contract on the terms stated in the Bid proposal. Should the Bidder/Contractor refuse to enter into a contract the amount

of the Bid Security shall be forfeited to WKU. The Purchasing Agent will retain the Bid Bond of Bidders until the contract has been executed or until all bids have been rejected.

The selected contractor will be required to provide evidence that the construction company who will be building the facility will have a payment and performance bond valued at 100% of the cost of construction prior to the start of construction.

3.18 Hold Harmless

The contractor shall serve, defend, indemnify and hold harmless Western Kentucky University and its officers, agents, employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Agency or its subcontractor, agents or employees under this agreement.

3.19 Contractor Responsibilities

The successful bidder shall be financially responsible for obtaining all permits, licenses, and bonding requirements to comply with all applicable city, county, state, and federal laws and regulations and assumes liability for all applicable taxes.

3.20 Contractor Experience and Minimum Qualifications

Contractor must have a minimum of ten (10) years' experience performing the type of work being proposed. Indicate whether your organization has received any professional certifications or recognition for your primary care services.

3.21 Subcontracts

No portion of the work shall be subcontracted without prior written consent of Western Kentucky University. In the event the Contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Western Kentucky University the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

Section IV Format of Proposal for Sports Medicine Complex 10085

4.1 Format of Proposal

Proposals shall be prepared in a straightforward and concise manner, identifying clearly and succinctly any deviations, enhancements, and other differences that exist between the RFP and the Contractor's services. Proposals shall be submitted in 8 ½" X 11" format. Text of the proposal must be no smaller than 12 point. Where necessary, page size and text for tables, charts, or graphics may vary from these specifications.

4.2 Copies of Proposals

Submit one (1) proposal via the Unimarket system.

4.3 Cover Letter

Submit a cover letter, which includes a summary of the agency's ability to perform the services and enter into a contract with Western Kentucky University. The cover letter must be signed by a person having the authority to commit the agency to a contract.

4.4 Qualifications of Organization, Staff and History of Company

Provide details of company organization and executive staff including an organizational chart. Provide preliminary staffing plan to meet the orthopedic services needs of the Department of Athletics. Indicate certifications and recognition received for your primary care services.

4.5 Proposed Method of Solution to Required Work

Please describe in detail your proposed method of or solution to the work being requested in this Request for Proposal. Please address Section 2.1 A – E here. This section should also include a specific time line for completion of various phases of the project and implementation of services. Describe the features to be included in the indoor facility. Will there be any unique features such as a rock climbing wall?

Describe orthopedic services to be provided in terms of number of physicians, locations and availability of services for home and away athletics events, practice schedules and on call services.

If included in the bid submission, propose a market competitive lease rate the vendor will pay to utilize an on campus primary care center. Describe services to be provided in this facility and how it will meet the needs of WKU.

4.6 Bonds

Contractor must provide a \$10,000 bid bond with their proposal. Bid bond can be mailed or delivered to:

Western Kentucky University
Supply Services 105
1906 College Heights Blvd
Bowling Green KY 42101

Envelope should be marked “**RFP 10085 due September 10, 2016**”

4.7 License to Operate

Contractor must be licensed to do business in the Commonwealth of Kentucky. Please provide your registration number from the Commonwealth of Kentucky Secretary of State’s office.

4.8 Reports

List any reports proposed to be provided as part of your service to Western Kentucky University here and provide samples.

4.9 Billing Procedures and Payment Terms

Please describe your billing procedures and payment terms.

4.10 Fees and Other Financial Information

Include your most recent year Financial Statements or other financial information indicating that your company is in sound financial condition as proof of your ability to complete the project.

Please provide a dollar amount your company is willing to invest in the construction and equipping of the facility listed in section 2.1 A. Include the length of term you are requesting in order for the contract obligations to be met.

Bidder must also offer a competitive market lease rate for 7,000 square feet clinic space in the WKU Heath Services facility. Bidder should propose a separate

length of term for this portion (see 2.1 C) of the agreement. The minimum acceptable term is five years.

Section V Scoring of Proposal

A detailed review of each proposal will be conducted by an evaluation committee. Numerical scores will be assigned to each criteria based upon each bidder's response to the basic requirements as detailed in this proposal.

5.1 Guidelines for Assignment of Points

Guidelines for Assignment of Points (To Be Completed by Western Kentucky University)

	Maximum Points to be Assigned	Assigned Points
1. Quality and Completeness of Proposal	5	_____
2. Philosophy and Proposed Methodology of solution for the scope of project and proposed services	35	_____
3. Timeline for construction of the requested facility	20	_____
4. Financial commitment to project	30	_____
5. Lease commitment for an on-campus primary care center	10	_____
Kentucky Preference Law factor (see 2.14)		_____ _____
TOTAL POINTS	100	_____

Solicitation/Contract #:
_____**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING
RESIDENT BIDDER STATUS****FOR BIDS AND CONTRACTS IN GENERAL:**

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature_____
Printed Name_____
Title_____
Date_____
Company Name_____
Address

Subscribed and sworn to before me by

(Affiant)_____
(Title)

of _____ this ____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

Solicitation/Contract #:

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING QUALIFIED BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a “qualified bidder” in accordance with [200 KAR 5:410\(3\)](#); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular “qualified bidder” status claimed by the bidding entity.

_____ A nonprofit corporation that furthers the purposes of KRS Chapter 163

_____ Per KRS 45A.465(3), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that:

- (a) Is organized and operated in the interest of individuals with severe disabilities; and
- (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder’s claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

Signature Printed Name

Title Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____