

**KENTUCKY STATE UNIVERSITY  
REQUEST FOR BID (RFB)  
FOR Exam Room Mobile Clinic**

**RFB 24.003**



**Issue Date: 9/29/2023  
Question Deadline: 10/06/2023  
Closing Date and Time: 11/17/2023 @ 2:00 p.m.**

**Issued by:  
Christa Hardin  
Kentucky State University  
Academic Services Building (ASB), Suite 429E  
400 East Main Street  
Frankfort, KY 40601  
502-597-6657  
[purchasing@kysu.edu](mailto:purchasing@kysu.edu)**

**Section 1**  
**Scope of Contract**

University. The University reserves the right to consider bids non-responsive if they do not comply with the specifications contained herein.

## **Section 6**

### **Renewal Clause – Not Applicable**

This contract may be extended at the completion of the initial contract period for two (2) additional one-year periods. This extension must have the written approval by all parties. If the contract resulting from this solicitation provides for an optional renewal period, Kentucky State University reserves the right to renegotiate any terms and/ or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

## **Section 7**

### **Exceptions to Specifications**

Vendors are cautioned that changes made to the solicitation other than in the designated fields for response shall render the response invalid and result in a non-responsive bid. Otherwise, it will be considered that items/services offered are in strict compliance with these specifications, and the successful bidder shall be held responsible for delivering materials/services that meet these specifications. Any exceptions shall be marked as such within the body of the bid and explained on a separate page. The University is not bound to accept any exceptions. V

## **Section 8**

### **Alternate Brands/Specifications**

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**Section 11****Entities to be served**

This contract shall be for use by Kentucky State University.

A contract resulting from this solicitation, with the consent of Kentucky State University and the vendor, may be offered to other entities requiring the product(s) or service(s).

**Section 12****Solicitation Submission Requirements****A. Disposition of Proposals**

All proposals become the property of Kentucky State University. The successful proposal shall be incorporated into the resulting contract by reference.

**B. Rules for Withdrawal of Proposals**

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a signed written request for its withdrawal to the Purchasing Buyer.



$$.00 / \$4.00) = .75 \times 90 = 67.5).$$

**B. YEARS IN BUSINESS (10 Points)**

The bidder shall clearly state the number of years in business for requested services. Years in business should only include years in business within the United States. One (1) year in business is the minimum requirement for this criteria. Points are only given to bidders who meet or exceed the one (1) year requirement. The bidder with the greatest number of years (not to exceed 20 years for evaluation purposes) receives the maximum number of points. The bidder with the next largest number of years, receives points by dividing the next largest



By submitting a bid, the bidder acknowledges and agrees to be bound by the terms and conditions of the solicitation. The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this solicitation.

It is further agreed between the parties, that any valid modification of contractual agreement must be formalized by issuance of a Contract Modification from



**Sole Point of Contact**

The Kentucky State University Purchasing Buyer listed below shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular, express, or electronic mail), concerning this procurement shall be addressed to:

**Purchasing Department  
Christa Hardin  
Kentucky State University  
400 East Main Street  
Academic Services Building (ASB), Suite 429  
Frankfort, KY 40601  
502-597-6657  
[purchasing@kysu.edu](mailto:purchasing@kysu.edu)**

issued against this contract. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

### **Section 27**

#### **EEO Requirements**

The Equal Employment Opportunity Act of 1978 applies to Kentucky State University projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

### **Section 28**

#### **Governing Law**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against Kentucky State University on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

### **Section 29**

#### **Protest**

Pursuant to KRS 45A.285, the Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective offerors in connection with the solicitations or selection for award of a contract.

### **Section 30**

#### **Access to Records**

Kentucky State University certifies that it is in compliance with the provisions of KRS 45A.695, ther evidence directly pertinent

The Contractor, as defined in KRS 45A.030, agrees that Kentucky State University shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

### **Section 31**

#### **Registration with the Secretary of State by a Foreign Entity**

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010: to obtain a certificate of authority to transact business in the



thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2.

in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may

action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

9. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
10. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the University may direct as a means of enforcing such provisions, including sanctions for noncompliance.
11. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
12. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
13. In the event of the contractor's noncompliance with the nondiscrimination clauses of this

**Section 38**

ALL PROVISIONS OF THIS SOLICITATION (RFB 24-003) SHALL BE PART OF ANY RESULTING CONTRACT.

**Attachments**

Attachment A Cost Form

Attachment B Vendor Question Form

Attachment C Affidavit