

**GVSU Request for Proposal #222-34 Injury Care Clinic Athletic Trainer Services Provider**

Grand Valley State University is issuing a Request for Proposal (RFP) for a multi-year contractual partnership with a healthcare organization to provide athletic training services for its Recreation & Wellness Injury Care Clinic (ICC) located on the Allendale, Michigan campus. The RFP also includes additional opportunities to provide physical therapy services at the ICC and athletic training services for GVSU’s Club Sports program.

**There is a mandatory facility tour of the Injury Care Clinic on Friday April 15, 2022 at 3:30 pm. Only providers attending the tour will be allowed to submit a proposal.** Meet in the GVSU Fieldhouse, Room 016 (Lower Level), 1 Campus Drive, Allendale MI. If you plan to attend, notify Kip Smalligan at smalligk@gvsu.edu. A visitor parking permit will be sent to you via email. See [campus map](http://gvsu.edu/s/0Ml). On the map, the Fieldhouse is building FH with location H7. Parking Lot F is near. Lots G1 and E are also options or any other lots marked for Faculty & Staff. **Pedestrians have the right of way at most crosswalks. Please watch for pedestrians as you travel through campus.**

Should it become necessary to revise any part of the RFP, notice of the revision will be given in the form of an addendum to all prospective providers on record as having received the RFP and also will be posted on the [Bid Opportunities page](https://www.gvsu.edu/purchasing/bid-opportunities.htm) of the GVSU Procurement Services website www.gvsu.edu/purchasing.

Proposals must be submitted no later than **5:00 p.m. EDT, Friday April 29, 2022 by e-mail to smalligk@gvsu.edu.** State **RFP #222-34** in the subject line of your e-mail. No telephone, fax or verbal quotations will be accepted. Grand Valley State University is not responsible for late, lost, misdirected mail.

All questions must be directed to Kip Smalligan at 616/331-3211 or smalligk@gvsu.edu.

**GVSU RFP #222-34** **Injury Care Clinic Athletic Trainer Services Provider**
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# 1. Introduction

## 1.1 Purpose and Intent

Grand Valley State University is issuing this Request for Proposal (RFP) to seek a multi-year contractual partnership with a healthcare organization to provide athletic training services within the [Injury Care Clinic](https://www.gvsu.edu/icc/) (located on the Allendale campus) with additional opportunities to provide physical therapy services at the ICC and athletic training services to the GVSU Club Sports program.

With a robust recreational sports program consisting of over 2,500 intramural sport participants, over 1,200 student-athletes in over 40 club sport teams, and approximately 10,000 students engaged with Recreation & Wellness facilities, programs, and services annually, the Injury Care Clinic (ICC) is a highly utilized service located conveniently on campus. The ICC averages over 500 patient appointments each semester.

Pre-existing service agreements between GVSU Athletics and other external providers will be permitted to continue and will not be considered in conflict with this agreement.

This RFP describes the scope of the project and details GVSU’s evaluation criteria for selecting an implementation partner and outlines the expectations for your response.

## 1.2 RFP Schedule and Timeline:

| Event | Date |
| --- | --- |
| Release RFP  | 03/31/2022 |
| Mandatory Facilities Tour | 04/15/2022 3:30 pm |
| RFP Responses Due | 04/29/2022 5:00 pm EDT |
| Partner Selection (No Later Than) | 05/20/2022 |
| Contractual Partnership to Begin (No Later Than)  | 08/15/2022 |

## 1.3 Background

Grand Valley State University, established in 1960, is a public university chartered by the State of Michigan legislature in response to the need for a public, four-year College in the state’s second largest metropolitan region. It attracts more than 25,000 students with its high-quality programs and state-of-the-art facilities. Grand Valley provides a fully accredited undergraduate and graduate liberal education and has campuses in Allendale, Grand Rapids, and Holland and centers in Muskegon and Traverse City.

Grand Valley is the comprehensive regional university for the state's second largest metropolitan area and offers 86 undergraduate and 36 graduate degree programs. The university is dedicated to individual student achievement, going beyond the traditional classroom experience, with research opportunities and business partnerships. This combination of educational offerings helps Grand Valley to fulfill its mission of educating students to shape their lives, their professions, and their societies.

As a model for sustainable development, Grand Valley State University fosters responsible economic growth. First-rate faculty and staff, who are attracted to the university’s rich academic culture, liberal education, and state-of-the-art facilities, share their expertise, their time, and their knowledge with students. The university’s outstanding students learn critical thinking skills and are transformed into enterprising individuals who are well prepared to take leadership roles in their professions and in their communities. The university community comes together to make Grand Valley a significant force on the area’s economy.

Grand Valley’s growth in size and prestige contributes to continued economic growth in the entire region. Grand Valley’s more than 28,600 students, faculty and staff made a total estimated impact of $849 million in Kent, Ottawa, and Muskegon counties during fiscal year 2016-2017. This reflects the ripple effect of university, employee and student expenditures, and related job creation in the area. In that year, more than 7,000 students participated in internships, practica, and student teaching. Grand Valley Community members participated in more than 1 million hours of volunteer service work last year.

Grand Valley represents top performance and top value. The university has been recognized repeatedly as one of “America’s 100 Best College Buys” because of the high-quality education opportunities it provides at an affordable tuition rate. Grand Valley State has been named one of the best universities in the Midwest by The Princeton Review and U.S. News and World Report ranked Grand Valley as a best regional university in the Midwest.

# 2. Objectives, Instructions, and Scope of Work

## 2.1 Length of Contract

1. A three-year initial term with the ability to renew for additional years as agreed upon by both parties.
2. Either party may terminate upon providing the other with no less than twelve (12) months advance written notice.

## 2.2 Requirements- Injury Care Clinic

1. **Scope**: Provide athletic training services within the GVSU Injury Care Clinic, working as part of an integrated health care team to maintain quality injury care services to the GVSU community.
	1. Follow professional standards, ethics and competencies of practice for athletic training.
2. **Staffing**: Provide a staff member who is state licensed and current certified Athletic Trainer to the Injury Care Clinic for first aid, injury evaluation, treatment and rehabilitation of injuries, and professional referrals.
	1. GVSU retains the right to be included in the interview and hiring processes and the right to refuse a hire if there is sufficient concern.
	2. Staff are expected to be culturally competent, understanding and willing to be equitable and inclusive in their role.
	3. Identify a reporting physician for the Injury Care Clinic.
3. **Fees**: Visits to the Injury Care Clinic are to be free for GVSU faculty, staff, and students.
4. **Equipment:** 6 treatment tables, hydrocollator, ice machine, multiple modalities such as balance balls, bands, airflex pad, bosu trainer, bodyblade, etc. Additional equipment for patients such as crutches, braces, bands are provided through inventory of supplies**.**
5. **Hours of Operation**: Total number of hours per week are negotiable but shall be no less than 20 hours per week during the academic year (Fall Semester and Winter Semester). Hours can be outside 8:00 am – 5:00 pm and is based on need and availability of ATs. For reference, here are the [ICC’s current hours](https://www.gvsu.edu/icc/).
	1. Spring/Summer hours to be determined based on assessed need and must be agreed upon by both parties.
6. **Other Responsibilities**
	1. Management of adequate medical supply inventory.
	2. Serve as a liaison between Recreation & Wellness, Injury Care Clinic, and the Campus Health Center.
	3. Maintain medical records through the vendor's patient portal system.
	4. Deidentified aggregate patient data including daily appointments, common appointment types, referrals, etc., are to be provided at least monthly to GVSU for reporting purposes.
	5. Engage in routine practices to assess student health, guide decision making and measure and improve effectiveness and performance.
	6. Attend routine meeting with GVSU staff every other week.

## 2.3 Alternate Opportunity- Physical Therapy

1. **Scope**: GVSU is interested in a vendor relationship for Physical Therapy services where providers may schedule patients for appointments within the Injury Care Clinic facility.
2. **Staffing:** Licensed Physical Therapist will be at the Provider’s expense. Hours per week to be determined based on ICC operating hours, and patient need. GVSU prefers the therapist be an employee of the the provider but is open to a contracted therapist if well managed.
3. **Fees:** Insurance Billing and scheduling would be managed by the provider.
4. **Facility:** GVSU to provide shared space in the ICC in FH032, access to the recreation center, courts and tracks during open times.
5. **Equipment:** access to ICC facility & equipment including treatment tables, ice and heat. Access may also be granted to utilize the recreation center which includes free weights, functional fitness, indoor track and court spaces during non-reserved times.
6. **Hours of Operation:** negotiated with understanding that ICC operates between the hours of 8a-8p.
7. **Other Responsibilities:** patient education, patient tracking, helping to host experiential learning opportunities for GVSU students.

##  2.4 Alternate Opportunity- Club Sports Athletic Training Services

1. **Scope**: Provide athletic Training support for GVSU’s 40+ Club Sports and 1,200+ student-athletes between September through April. A full list of clubs and schedules can be found through the URL [www.gvsu.edu/clubsports/all-sports-50.htm](http://www.gvsu.edu/clubsports/all-sports-50.htm).
2. **Staffing**: Provider responsible for scheduling certified athletic trainer to cover practices and competitions, with at least two weeks advance notice from Recreation & Wellness for competitions.
	1. The Athletic Trainer will be at the competition site during specified game coverage. Competition coverage will be provided pursuant to the season schedule(s). Competitions typically occur on Friday evenings, throughout the day on Saturdays, and Sunday early afternoons. Travel coverage will only be considered by request from clubs, but typically won’t be needed.
	2. Priority coverage of simultaneous athletic events will be determined per agreement of GVSU club sports staff and Athletic Trainer.
	3. In the event the Athletic Trainer is unable to cover the contract, the contractor may substitute an equally qualified Athletic Trainer and/or other clinical staff who will provide services within their scope of practice.
3. **Hours:** Athletic Trainer will work during common Club Sport practice hours (M-Th 6-10pm during the months of September through April) and home events (100+ in a typical academic year). Some summer events may require coverage as requested by clubs.
4. **Fees**: GVSU is willing to pay up to 950 hours for this additional service each year. Provider to bill GVSU by the first of each month following services needed.
Referrals may be made by the provider beyond ICC visits for their own billable services
**Facility:** Commonly used facilities include indoor and outdoor athletic facilities on GVSU’s Allendale Campus, GVSU Boathouse, Griff’s Georgetown Ice Arena, and Hudsonville Sports Complex.
**Equipment:** Treatment table, med kit, AED, golf cart, iPad, water jugs, and ice will be provided at all home competitions for the Athletic Trainer.
**Staffing:** Student event supervisor to assist Athletic Trainer at all home competitions.
5. **Other responsibilities:**
	1. Facilitation of baseline concussion testing for high risk sports is preferred, but not required.
	2. Coordination of communication with coaches for return to play of injured student-athletes.
	3. Completion of Injury Reports as they occur during activity and refer injured student-athletes to the Injury Care Clinic or other healthcare provider as necessary.
	4. Assist Recreation & Wellness staff with ensuring student-athletes have completed annual registration forms, and help with COVID mitigation protocols as needed.
	5. Manage record-keeping system for any injury evaluation, treatment, follow-up, and referrals.

## 2.5 GVSU to provide the following:

1. **Facilities**: Access to Injury Care Clinic facility space, located in room B032 of the Fieldhouse. Parking permit for ICC staff also provided.
2. **Staffing:** Student staff/receptionist support during operational hours of the Injury Care Clinic.
3. **Supplies:** Cost of necessary medical supplies for Athletic Training Services only. It would be ideal for the provider to purchase through their suppliers/vendors and bill GVSU (assuming they have access to substantial discounts). GVSU retains the right to purchase from preferred vendors of choice if cost is lower than ICC provider.
4. Access to submitted Injury Reports, which are completed by staff when injuries occur in various departmental programs.
5. Referrals to the ICC when Injury Reports are submitted from Recreation & Wellness staff.
6. Collaboration with campus departments to develop partnerships.
7. Opportunity to provide support to other departmental special events, such as the Family Weekend 5K and annual Bouldering Competition.
8. **Marketing/Promotions**:
	1. Visibility to current and prospective students through events (e.g. RecFest, Campus Life Night, Parent & Supporters Orientation and Admitted Student Days, Family Weekend 5K), a co-branded website, social media (over 14,750+ followers across all platforms).
	2. Athletic Trainer will have the right to publicize that they provide athletic training services for GVSU Club Sports and/or the GVSU Injury Care Clinic.
	3. Any onsite promotions shall occur only with the prior approval of GVSU Recreation and Wellness Director.
	4. Location for vendor’s banner or sign to be displayed outside Injury Care Clinic entrance and inside of the ICC.

# 3. Evaluation Criteria

Providers submitting responses to this RFP will be evaluated on the following criteria:

1. Ability to provide high quality and comprehensive athletic training services.
2. Overall cost, if any, to the GVSU Recreation & Wellness department for required services of the vendor.
3. Ability to work in-step with Recreation & Wellness staff and other campus partners to leverage resources and provide exceptional service.

GVSU prefers to contract with one provider for the ICC AT services and the PT/AT Club Sports alternate opportunities but GVSU may choose to award this RFP to multiple providers.

# 4. Proposal Deadline

GVSU must receive proposals no later than **5:00 pm EDT on Friday April 29, 2022**. by e-mail to smalligk@gvsu.edu. State RFP #222-34 in the subject line of your e-mail. No telephone, fax or verbal quotations will be accepted. Grand Valley State University is not responsible for late, lost, misdirected mail. Proposals received after the time and date specified above will not be considered.
The RFP will be awarded via a purchase order.

# 5. RFP Response Requirements

## 5.1 RFP Process Description

RFP responses will be evaluated by an evaluation committee.

Recommended Proposal Format:

Proposals must be submitted in accordance with the instructions contained in the RFP and must include all information and materials requested in the RFP. All pages of any proposal submitted follow the numbering of the Sections and Subsections of the RFP (see below).

Bidders may include any additional information and material they wish; however, such material (e.g. alternative services and/or features) shall be identified in a separate attachment. Any such attachment shall identify the applicable RFP Section or Subsection to which it is responsive and shall be incorporated into and be made a part of the proposal.

Please identify in your response any criteria required by this proposal that you believe you would be unable to meet.

## 5.2 Requirements for your Response

Your response to this section should concisely address the requirements as they are presented. If any of the requirements cannot be met as stated, this must be clearly identified in your proposal. Alternatives may be presented in detail provided they offer an innovative solution.

### Section 1: Executive Summary

The executive summary will highlight the key messages of your proposal and benefits of selecting your company as a partner and provider.

### Section 2: Experience

* Please describe partnerships the provider has performed that are similar in scope and size to the project described in this RFP. At least one of these projects should be included as a reference. If it is the policy of your provider to coordinate reference calls, please indicate who should be contacted to set up this call.
* Please provide a list of organizations that you have performed similar services for and contacts that can provide references.

### Section 3: Approach / Methodology, Deliverables and Schedule

* Please present your proposed approach / methodology as you would tailor it specifically for this project. Please specify what deliverables would be produced out of each phase and who would be responsible for producing the deliverable (GVSU vs. Provider). Include sample deliverables where applicable.
* Include a proposed project schedule. On your proposed timeline, please include major milestones or checkpoints. Also include major dependencies that you believe have the possibility to impact the project.

### Section 4: Timeframe

* GVSU is interested in a timeline and cost options that allow for a start date of no later than August 15, 2022 with doors opening soon after. We are open to recommended changes in this timeframe and want partner input before finalizing the timeframe.

# 6. Bidder Signature Authority

Proposals must be signed by an authorized officer of the bidder. This form can be found on the last page of this RFP document and must be submitted with your bid submission.

## 6.1 Communication and Contacts

Bidder understands and agrees that any and all questions with regards to this RFP, whether content or process, will be directed to Kip Smalligan, Sr. Strategic Sourcing Specialist, Procurement Services,
smalligk@gvsu.edu 616/331-3211

# 7. General Terms and Conditions

1.0 The Provider shall comply with the University’s policy and procedures ([http://www.gvsu.edu/purchasing)](http://www.gvsu.edu/purchasing%29) and any additional instructions issued from time to time by the University.

* + 1. During the period of contract, no change is permitted to any of its conditions and specifications unless the Provider receives prior written approval from the University.
		2. Should the Provider find at any time that existing conditions make modification in contract requirements necessary, it shall promptly report such matter to the University for its consideration and decision.
		3. The Provider shall comply with any and all federal, state or local laws, now in effect or hereafter promulgated which apply to the operation herein specified.
		4. The Provider’s performance may be evaluated by a designee or an Advisory Committee of the University meeting from time-to-time during the period of contract. It will be the responsibility of the Provider to respond, in writing if so requested, to inquiries, requests for change, and recommendations.
		5. The Provider shall provide the University, with telephone numbers and addresses of management personnel and shall arrange for at least one such person to be available during the University’s normal working hours by telephone. The Provider shall also provide sufficient backup in times of staff shortages due to vacations, illnesses, and inclement weather.
		6. The Provider shall maintain applicable insurance coverage with appropriate coverage limits. The Provider shall provide the name of the primary insurance carrier and their trade rating which may apply to the operation herein specified.
1. Termination

During the initial term of the Agreement, neither party may terminate this Agreement except for cause. After completion of the initial term, either party may terminate upon providing the other with no less than twelve (12) months advance written notice. The parties agree to work together to effectuate a smooth transition and University agrees to release Provider in less than twelve months if a suitable replacement Provider is secured in less than twelve months.

3.0 General Terms and Conditions

The terms and conditions shall govern any agreement issued as a result of this solicitation.

Additional or attached terms and conditions which are determined to be unacceptable to the University may result in the disqualification of proposals. Examples include, but are not limited to: liability for payment of taxes, subjugation to the laws of another stat e, and limitations on remedies.

* + 1. Interpretation, Enforcement and Forum of Laws

For disputes between University and Provider, this agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the State of Michigan and the venue shall lie in Kent County.

* + 1. Compliance with Law

Provider warrants and certifies that in the performance of this agreement, it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including but not limited to, laws and regulations pertaining to labor, wages, hours and other conditions of employment.

* + 1. Funding Provided by Federal Contracts or Grants

Where federal contracts or grants provide funding to University, it is the responsibility of the Provider and University to comply with all FAR (Federal Acquisition Regulations) applicable laws and regulations by completing any certifications and disclosures and any other requirements. When federal contract or grant funds are used on purchases under this agreement, which exceed $25,000, certification must be provided in writing that the Provider is not debarred, suspended, or proposed for debarment by the Federal Government.

* + 1. Insolvency

In the event of any proceedings in bankruptcy or insolvency by or against Provider, or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors, or a receiver, University may cancel this agreement without prior notice and without incurring any liability whatsoever to Provider.

* + 1. Assignments

Provider shall not assign this agreement or any of Provider’s rights or obligations hereunder, without University’s prior written consent. Any purported assignment made without prior written consent shall be void and of no effect.

* + 1. Patent Trademark and Copyright Infringement

The Provider warrants that the products/services hereby sold, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright, trademark, trade secret, application or any other proprietary right of any third party existing under laws of the United States or any foreign country. The Provider agrees, at its own expense, to defend any and all actions or suits alleging such infringements and will hold University, its officers, agents, servants, and employees harmless from any and all losses, expenses, claims, (including reasonable attorney’s fees), or judgments arising out of cases of such infringement.

* + 1. Use of Name, Logos, etc. in Advertising

Provider agrees not to make reference to this agreement or use University logo or trademarks in any advertising material of any kind without expressed written permission. University agrees not to make reference to this agreement or use the logo of Provider in any advertising and marketing materials of any kind without the expressed written permission of the Provider.

* + 1. Indemnification

Provider agrees to indemnify and hold University harmless from and against all liability, losses, damages, claims, liens, and expenses (including reasonable legal fees) arising out of or connected with the products purchased, work or services performed, or resulting from damages or injuries incurred by or to University by reason of any defect in manufacture, construction, inspection, delivery, material, workmanship, and/or design of any goods and services furnished hereunder, excepting only such liability as may result solely from the acts of negligence of University or its employees. Provider, at the request of University, shall undertake to defend any and all suits and to investigate and defend any and all claims whether justified or not, if such claim or suit is commenced against University or its respective officers, agents, servants, and employees.

* + 1. Insurance

Each party shall procure at their own cost and expense, and maintain in force during the entirety of this agreement, the following insurance coverages:

a. Commercial General Liability Insurance in limits of not less than $1,000,000 per occurrence

and $2,000,000 policy aggregate

b. Medical Malpractice and/or appropriate Professional Liability in limits of not less than

$1,000,000 each claim and $3,000,000 aggregate

c. Auto Liability with Combined Single Limits of not less than $1,000,000

d. Workers Compensation in statutory limits with Employers Liability of not less than

$100,000/$500,000, $100,000

Sexual misconduct coverage is required under each party’s Commercial General Liability and

Professional Liability, and can be provided by affirmative limits, or evidence that the coverage is not

excluded for any circumstances related to this Agreement’s scope of services. Contractor’s

Commercial General Liability policy will recognize GVSU as Additional Insured on a primary and

noncontributory basis, and all policies will waive their rights of subrogation against GVSU, when

legally permitted.

Each party shall reserve their rights to request and receive Certificate(s) of Insurance, which evidence all required coverages, from the other party. Failure to either request or provide a Certificate of Insurance does not waive either party’s obligation to carry the required coverage.

* + 1. Licenses/Permits/Taxes and Tax-Exempt Status

Provider shall be responsible for obtaining all permits, licenses and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department applicable and assume all liability for all applicable taxes.

University is a 501(c) (3) not-for-profit corporation and is exempt from state sales and use taxes imposed for services rendered and products, equipment or parts supplied.

All prices listed and discounts offered are exclusive of sales and use taxes. Provider has the duty to collect all taxes in connection with the sale, delivery or use of any items, products or services included herein from University (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Provider shall comply with the tax requirements of the State of Michigan. University shall furnish to Provider a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.

* + 1. Americans with Disabilities Act

Provider shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the Act.

* + 1. Alcohol, Tobacco & Drug Rules and Regulations

Employees of the Provider and its subcontractors shall comply with all instructions, pertaining to conduct and building regulations of the University. University reserves the right to request the removal or replacement of any undesirable employee at any time.

All buildings at all University locations are tobacco-free. Use of tobacco products is not permitted in any area inside any buildings. Smoking is prohibited within twenty-five (25) feet of any building, within twenty-five feet of any bus stop on University property and within twenty-five feet of the Little Mac Bridge on the Allendale campus. The Provider is expected to respect this tobacco-free policy and fully comply with it.

The Provider agrees that in the performance of this agreement, neither the Provider nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, in conducting any activity covered by this agreement. University reserves the right to request a copy of the Drug Free Workplace Policy. The Provider further agrees to insert a provision similar to this statement in all subcontracts for services required.

* + 1. Equal Opportunity

The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.1 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to this agreement unless this agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor.

* + 1. Non-Discrimination

In the provision of goods and/or services to Grand Valley State University, the parties agree to comply with applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination and Grand Valley State University’s Commitment to Inclusion and Equity and Equal Opportunity/affirmation Action Policy. In the performance of a contract to provide goods or services to Grand Valley State University, the vendor agrees to not discriminate on the basis of age, color, disability, familial status, height, marital status, national origin, political affiliation, race, religion, sex/gender (including gender identity and expression), sexual orientation, veteran or active duty status or weight.

* + 1. Sexual Harassment and Bias Incidents

Federal law and the policies of the University prohibit sexual harassment. Provider is required to exercise control over its employees so as to prohibit acts of sexual harassment. If University in its reasonable judgment determines that any employee of Provider has committed an act of sexual harassment, Provider agrees as a term and condition of this agreement to cause such person to be removed from University’s facility and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

* + 1. Compliance with Specifications

The Provider warrants that all goods, services, or work supplied under this agreement shall conform to specifications, drawings, samples, or other descriptions contained or referenced herein and shall be merchantable, of good quality and workmanship and free from defect. The Provider also warrants that all goods covered by this agreement which are the product of the Provider or are in accordance with its specifications, will be fit and subject to University inspection before acceptance, and also to later rejection if use reveals defects not apparent upon receipt; and if rejected will be held at Provider’s risk and expense for storage and other charges after 60 days of storage, goods may be disposed of without cost to University. Neither receipt of goods nor payment therefore shall constitute a waiver of this provision.

* + 1. Gratuities

University may, by written notice to Provider, cancel the agreement if it discovers that gratuities, in the form of entertainment, gifts or the like, were offered or given by Provider to any officer or employee of University with a view toward securing an agreement or securing favorable treatment with respect to the awarding of this agreement.

* + 1. Covenant Against Contingency Fees

Provider certifies that it has neither offered nor paid a contingency fee to any individual, agent, or employee of University to secure or influence the decision to award this agreement to Provider.

* + 1. Suspension or Debarment

University may, by written notice to the Provider, immediately terminate the agreement if it is determined that the Provider has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor by any public procurement unit or other governmental body.

* + 1. Conflict of Interest

In order to avoid even the appearance of any conflict of interest, neither University nor Provider shall employ any officer or employee of the other party for a period of one year from the date hereof.

* + 1. Strikes or Lockouts

In the event Provider should become involved in a labor dispute, strike or lockout, Provider will be required to make whatever arrangements that may be necessary to ensure that the conditions of this agreement are met in their entirety. Should the Provider be unable to fulfill its obligations under this agreement, University shall have the right to make alternative arrangements to insure the satisfactory performance of the agreement during the time Provider is unable to perform the required duties. Any costs incurred by University, as a result of such job action, shall be reimbursed by the Provider.

* + 1. Force Majeure

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

* + 1. Modification of Terms

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by University and the Provider, in writing, with signatures of authorized representatives of all parties authorizing said modification.

* + 1. Continuation of Performance through Termination

Provider shall continue to perform, in accordance with the requirements of this agreement, up to the date of termination, as directed in the termination notice.

* + 1. Proprietary/Confidential Information

University considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure. Provider is hereby notified that University adheres to all statutes, court decisions and the opinions of the State of Michigan regarding the disclosure of proposal information.

All information, documentation, and other materials submitted by Respondent in response to this solicitation or under any resulting contract may be subject to public disclosure under the Freedom of Information Act.

* + 1. Strict Compliance

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

* + 1. Entire Agreement

This agreement together with the Exhibits annexed hereto constitutes the entire agreement between the parties and supersedes all prior agreements whether written or oral between the parties. Documents subject to Freedom of Information Act will only be released after award.

3.4.1 Addendums

If any vendor addendum(s) and/or exhibit(s) conflict with GVSU’s specifications, terms and conditions, GVSU’s terms and conditions will prevail.

EXPORT CONTROLS. It is Grand Valley State University policy to remain compliant at all times with all U.S. export control regulations, including but not limited to the International Traffic in Arms Regulations and Export Administration Regulations. Before furnishing goods, software, services or technical data that are on the U.S. Munitions List (22 CFR 121) or in the 500- or 600-series of the Commerce Control List (15 CFR 774), [named Agreement party or any other party to this agreement] must notify Grand Valley State University’s Office of Research Compliance and Integrity that such items are export-controlled. [Named Agreement party or any other party to this agreement] will ship export-controlled items only after Grand Valley State University’s Office of Research Compliance and Integrity has furnished written confirmation that Grand Valley State University is prepared to accept delivery of such items.

# 8. Certification / Proposal / Contract

**GVSU RFP # 222-34 Injury Care Clinic Athletic Trainer Services Provider**

1. The undersigned certifies that to the best of their knowledge:
* There is no officer or employee of Grand Valley State University who has, or who’s relative has a substantial interest in any contract award subsequent to this proposal.
* The names of any and all public officers or employees of Grand Valley State University who have, or who’s relative has, a substantial interest in any contract award subsequent to this proposal are identified by name as part of this submittal.

Name(s)
1. The undersigned further certifies that their company \_\_\_\_\_ IS or \_\_\_\_\_ IS NOT currently debarred, suspended or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.
2. Bidder declares the following legal status in submitting this proposal:
* A partnership
* A corporation organized and existing under the laws of the State of
* An individual doing business as (DBA)
1. Bidder declares that company is at least 51% owned, controlled and actively managed by (optional; check all that apply):

|  |  |
| --- | --- |
| * African-American
* Native American
* Asian American
* Multi-Racial
 | * Hispanic American
* Woman/Women
* Veteran
* ADA Disabled Person(s)
 |

1. Bidder acknowledges receipt of the following addenda:

Addendum No. Dated

Addendum No. Dated \_

1. The undersigned proposes to furnish all items accordance with the bid document(s) listed herein, including all addenda issued pertaining to same, for the sum or sums as stated, and agrees that these document(s) will constitute the contract if accepted by Grand Valley State University via. submission of a purchase.

|  |
| --- |
| Company Name: |
| Address: | City, State, Zip Code: |
| Office Phone Number: | Cell Phone Number: | Fax Number: | Email Address |
| Authorized Agent Signature: | Name & Title: |
| Witness Signature | Name: |
| Tax Identification Number: | Date: |