



INVITATION TO BID

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

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| INVITATION NO.: KCT-01138 | RETURN ORIGINAL COPY OF BID TO: |
| Issue Date: August 22, 2018 | KCTCS |
| Method of Award: Best Value | PROCUREMENT TO PAYMENT DEPT |
| Procurement Analyst: Vickie Dillon | ATTN: BID # KCT-01138 |
| Email: Vickie.Dillon@kctcs.edu | 300 NORTH MAIN STREET |
| Bids are invited on the following: Medical Dispense Carts | VERSAILLES, KY 40383 |
| IMPORTANT: SEALED BIDS MUST BE RECEIVED BY September 10, 2018 by 4:00 PM Eastern Daylight | |

1. Sealed Bids for furnishing the following will be received by the Procurement to Payment Department, KCTCS, Versailles, Kentucky, until the date and time stated above or in Addenda. ***Bid documents must be submitted in a sealed envelope identified with the Invitation to Bid number and the opening/return date on the face of the envelope FACSIMILE BIDS WILL NOT BE ACCEPTED.***
2. Please quote your single best net price on each item, unless a discount from list price is requested, delivered to the address specified, all transportation charges prepaid. Price shall include delivery to the department address shown on this Invitation. Submission of two (2) bids may result in disqualification of both bids.
3. Bids must be firm. Those containing escalator clauses cannot be accepted, unless provided for in Special Conditions. To receive consideration, bids must be made on this form and signed in full. Prices must be based on stated units and extended. Delivery guarantee must be shown. Bids will be rejected unless filled out in ink or on typewriter and signed in ink.
4. The KCTCS Sales Tax Exemption Number is A-20633. Certificate will be provided upon request. Do Not Quote Sales Tax. (...continued on following page.....)

SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.
ALL BIDS ARE TO BE "TRANSPORTATION CHARGES PREPAID, F.O.B. DESTINATION"

THIS AREA MUST BE COMPLETED

| | | |
|---|-----------------------------------|---------------|
| DELIVERY TIME: (Days after receipt of order) | NAME OF COMPANY | PHONE: |
| BID FIRM THROUGH: | NO. & STREET | FAX: |
| PAYMENT TERMS: Net 30 days Must Accept PO | CITY, STATE & ZIP CODE | |
| F.O.B. DESTINATION | SIGNATURE | DATE: |
| Email | | |
| FEDERAL ID NUMBER (EIN): | TYPED OR PRINTED NAME | |

In submitting this bid, it is expressly agreed that, upon proper acceptance by Kentucky Community and Technical College System of any or all items bid, a contract shall thereby be created with respect to the items accepted.

BIDS MAY ALSO BE VIEWED AT OUR WEBSITE: http://systemoffice.kctcs.edu/Vendor_Information.
All bids and contracts are subject to General Terms and Conditions of KCTCS. You may download/print a copy of these from our website or you may request a copy be mailed to you by contacting the Procurement Department at 859-256-3336.

AUTHENTICATION OF BID AND 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 I am the bidder (if the bidder is an individual), a partner, (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid has been arrived at by the bidder 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 to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That the bidder is legally entitled to enter into contracts with KCTCS and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 61.096, and 42.990, and;
5. That I have fully informed myself regarding the accuracy of the statement made above.

NOTICE

1. Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from bidding, or otherwise, is prohibited.
2. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars nor more than twenty thousand dollars.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The contractor by signing and submitting a bid on this invitation agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to KCTCS by the successful contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The contractor, by submitting a bid on this Invitation, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b), that prohibits maintaining segregated facilities.

INSTRUCTIONS TO BIDDERS:

Bidder's response on the following items must include full identification of the item(s) proposed, and be accompanied by descriptive literature, etc., to enable the purchaser to evaluate qualifications of the item(s) proposed as equal to those specified. **ALL ALTERNATE QUOTATIONS MUST BE ACCOMPANIED BY COMPLETE LITERATURE AND SPECIFICATIONS TO EVALUATE ALTERNATE QUOTE AS EQUAL TO THAT SPECIFIED. FAILURE TO PROVIDE SUFFICIENT INFORMATION WILL BE CAUSE FOR REJECTION OF THE BID.**

When a Bidder proposes to furnish the exact item specified, he shall cite, beside the item, or use the Mfg. & Model No. Proposed blank that follows the line item as follows:

1. If bidding the manufacturer and model number specified in this Invitation, write in "AS SPECIFIED".
2. If bidding an alternate model, identify by manufacturer's number and model.
3. If bidding a private label model, identify as private label and show stock number.

ALL BIDS ARE TO BE "TRANSPORTATION CHARGES PREPAID, F.O.B. DESTINATION"

METHOD OF AWARD

Unless otherwise specified, it is the intent of KCTCS to award this Invitation to Bid on a Best Value basis. In the event no satisfactory bids are received, we reserve the right to award on a group award basis. Separate purchase orders may not be issued unless there is a savings of at least \$100.00 to KCTCS.

Important Dates (subject to change per applicable Addenda):**DATE**, August 30, 2018Deadline to submit questions. All questions must be emailed to vickie.dillon@kctcs.edu**DATE**, September 10, 2018 4:00 p.m. EST

Deadline to submit bids (unless extended per Addenda)

I. Scope

You are invited to bid on the following **Medical Dispense Carts** for the Kentucky Community and Technical College System (KCTCS), Southeast Community & Technical College, Middlesboro and Cumberland, KY campuses.

II. Equipment

Attached is the list of items required. All equipment proposed and delivered by the successful Supplier must be "New and Current Model(s)". **No used equipment or demonstrator models will be acceptable.** All serial number tags, FCC approval numbers, model numbers, etc. must be affixed on each piece of equipment at the time of delivery. Equipment will be inspected and rejected if these numbers are not affixed or have been altered.

III. Alternates:

Alternate equipment proposed by a bidder as equivalent must substantially meet or exceed the manufacturer's specifications for each product listed in this Invitation to Bid. Suppliers bidding alternate equipment must submit complete literature and specifications with their bid in order for an evaluation by KCTCS to be made. Failure to submit complete literature may be cause for rejection of bid.

IV. Delivery

All items are to be shipped F.O.B. Destination. The successful Supplier will be responsible for all equipment while in transit. Any freight claims will be the responsibility of the Supplier. The College will reject any damaged shipments and immediate notification will be given to the Supplier.

V. METHOD OF AWARD

Best Value – Ranking Approach

KCTCS intends to award a Contract to the Bidder, whose offer, conforming to the Solicitation, is the most advantageous on the basis of "best value" for all products, services, and requirements contained herein.

An evaluation committee, or a designated individual, will evaluate the information provided by the Supplier in response to the established measurable criteria contained in the Solicitation.

Measurable Criteria:

Price 100 Points

TOTAL POINTS 100 Points

Each Supplier is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each Supplier the maximum score based on the available data submitted by the Supplier. SUPPLIER SHALL ENTER UNIT PRICE AND TOTAL PRICE ON THE BID SHEET. If adequate space is not available, the Supplier must attach additional information that clearly cross-references the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.).

Price (100 points)

The bidder with the lowest Price receives the maximum score. The bidder with the next lowest Price receives points by dividing the lowest Price by the next lowest price and multiplying that percentage by the available points. For example, 90 points is allocated to the lowest Price criteria for this procurement, Bidder "A" bids \$3.00 as the lowest bidder and receives the maximum 90 points ($\$3.00 / \$3.00 = 1.00 \times 90 = 90$). Assume Bidder "B" is the next lowest bidder at \$4.00, then "B" receives 67.5 points ($\$3.00 / \$4.00 = .75 \times 90 = 67.5$).

Best Value scoring is subject to Reciprocal Preference for Kentucky resident bidders.

VI. KENTUCKY RECIPROCAL PREFERENCE LAWS

In accordance with KRS 45A.490 to 45A.494, Kentucky Resident Bidder Status, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluating proposals, KCTCS will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror. Residency and nonresidency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Offeror claiming Kentucky residency status must submit with its bid/proposal a notarized affidavit (Resident Bidder Claim Form,) with supporting documentation affirming that it meets the criteria as set for in the above referenced statute.

Further, in accordance with KRS 45A.465 and 45A.470, any bidder wishing to claim qualified bidder status must complete and include an Affidavit for Qualified Bidder Status with their response. In evaluating responses, KCTCS will apply preference in accordance with KRS 45A.470. An Affidavit for Qualified Bidder Status forms is available from KCTCS Procurement to Payment, upon request.

VII. Bid Submittal

Bids must be received no later than the date and time show on the front page of this Invitation to Bid. All bids must be received in a sealed envelope/package clearly identified with the Invitation to Bid Number in the lower left corner.

Bidders shall not submit their standard terms and conditions with bid submission.

VIII. Multiple Bids

Unless otherwise specified, only one price, brand and/or model may be proposed for each item on this Invitation to Bid. Bidders must determine their single best offering based on the manufacturers specified. Bids not conforming to this requirement may be rejected.

IX. Kentucky Sales and Use Taxes

Sales of tangible personal property or services to the State of Kentucky and its constitutional agencies are not subject to state sales or use taxes.

X. Compliance with Federal Requirements

Where this procurement involves the expenditure of federal assistance or contract grant funds, the awarded contractor shall comply with such federal law and authorized regulations which are mandatory applicable and which are not presently set forth elsewhere in this solicitation. Office of Management and Budget Circular A-102, Appendix "O" requires but is not limited to, compliance with the following provisions;

- (1) All contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees require compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- (2) All negotiated contracts (except those awarded by small purchase procedures) awarded by grantees provide that the grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to this specific contract, for the purpose of making audit, examination excerpts and transcriptions. Contractors are to maintain all required records for three years after grantees make final payments and all other pending matters are closed.
- (3) Contracts, subcontracts and subgrants of amounts in excess of \$100,000 requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act 33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. This provision requires reporting of violations to the grantor agency and to the U.S.E.P.A. Assistant

XI. KCTCS Travel Procedures

Unless the bid states otherwise, KCTCS will not pay bidder for travel expenses. If applicable, bidder must adhere to KCTCS travel procedures and policies located at:

<https://publicsearch.kctcs.edu/policies/Business%20Procedures/8-1.pdf>

XII. Inspection

All supplies and equipment shall be subject to inspection or tests by the college prior to acceptance. In the event supplies or equipment are defective in material or workmanship or otherwise not in conformity with specified requirements, the college shall have the right to reject them or require acceptable correction at the Supplier's expense.

XIII. Rejection of Bids

KCTCS reserves the right to reject any and all bids when it is in the best interest of KCTCS to do so.

XIV. Damaged Materials

When an order is received and found damaged, the Supplier will be notified immediately concerning the course of action necessary to resolve the situation. Should replacement materials be required, said material will be replaced within ten (10) working days, unless there is just cause shown that this requirement cannot be met. A notice of disposition for damaged materials will also be required within ten (10) working days, or KCTCS, will dispose of, or return, said materials at their convenience.

XV. Cancellation of Bids

KCTCS reserves the right to cancel the bid when it is in the best interest of KCTCS to do so.

XVI. Warranty

The manufacturer's most favorable warranty offered to preferred customers shall apply to all items. A copy of such warranty shall be furnished to the college upon delivery of the equipment or product.

XVII. Oral Discussions

Potential bidders should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential bidders and any State employee or official are not binding on the Commonwealth of Kentucky or its constitutional agencies or colleges.

XVIII. Compliance With State Laws

Any contracts or orders placed as a result of an offer shall be governed by the laws of the Commonwealth of Kentucky. The rights and obligations of the parties thereto shall be determined in accordance with these laws. Any offer conditioned upon governance by the laws of a state other than Kentucky shall not be considered.

XIX. ADA Compliance

When applicable (e.g. webpages) the Contractor's products and services will be in compliance with current Americans with Disability Act (ADA) requirements including the applicable current ADA Standards for Accessible Design, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Section 255 of the Communications Act, as amended and applicable regs.

XX. Post Contract Agreements

The resulting contract and KCTCS Purchase Order shall constitute the entire agreement between the parties. Unless contractually provided, KCTCS will not be required to enter into nor sign any additional agreements, leases, company orders or other documents to complete or initiate the terms of a contract that may result from an award of this Invitation to Bid. Any documents obtained shall be non-binding on KCTCS and may be considered a breach of contract.

XXI. Supplier Terms & Conditions

Responses submitted that include any additional Supplier terms or conditions or contain terms and conditions in conflict with the Statutes of the Commonwealth of Kentucky may be rejected. Suppliers shall refrain from imposing conditions that would modify the terms and conditions of the solicitation or limit the bidder's liability to KCTCS on the contract awarded on the basis of such Invitation.

XXII. Questions. Solicitation Sole Point of Contact - Restriction on Communication

The KCTCS Procurement to Payment Department shall be the point of contact throughout the solicitation process regarding the terms and conditions contained in this Invitation to Bid. This does not preclude Suppliers who presently hold contracts with KCTCS from communicating with KCTCS individuals regarding existing contracts only.

Any explanation desired by a bidder regarding the meaning or interpretation of the solicitation, specifications, etc., must be requested in writing. Questions will not be addressed via telephone. Oral explanations or instructions given before the award of the contract will not be binding. In the event any item, requirement, term or condition of

this Invitation to Bid is not clear, or is not according to regulation, it shall be the sole responsibility of the interested prospective bidder to inquire as to intent, or to state the exception in writing to:

Vickie Dillon

KCTCS Procurement to Payment Services

Vickie.Dillon@kctcs.edu

From the issue date of this Invitation until a contractor is selected and the selection is announced, bidders are not allowed to communicate with any KCTCS staff concerning this bid except via written questions submitted to the sole point of contact. This provision does not preclude bidders who presently hold contracts with KCTCS from communicating with the College regarding regular operations required to implement existing contracts.

All questions are to be submitted to the Procurement to Payment department no later August 30, 2018 via email to Vickie.Dillon@kctcs.edu. Phone calls will not be accepted.

XXIII. FORM OF PROPOSAL

KCTCS reserves the right to order additional quantities for different locations at the same prices proposed within one year of award date.

Bidder must bid on all line items to be considered for award. Item numbers referenced are from Pocket Nurse. Equipment proposed by a bidder as equivalent must substantially meet or exceed the specifications for the product listed in this Invitation to Bid. Suppliers bidding alternate equipment shall submit complete literature and specifications with their bid. Failure to submit complete literature may be cause for rejection of bid. Specifications include but are not limited to the following:

For Educational Purposes

| Item# | Description | QTY | Unit Cost | Extended Price |
|--------------------|--|-----|-----------|----------------|
| 1 | <p>SimCabRx Standard 1 Door 4-Drawer Cabinet Manuf #SimCabRx Std Item number #04-25-3120</p> <p>This fully-integrated, decentralized workstation, with locking medication drawers, cabinets and bins, allows healthcare learners of all disciplines to practice the safety aspects of medication inventory, dispensation, and information accessibility for real-time reporting.</p> <p>Includes:</p> <ul style="list-style-type: none"> • Workstation (40" H x 28" W x 25"D, 250 lbs.) 1 door, 4-drawer medication cabinet 1 lockable, 20-bin drawer (w/independently locking bins) 1 lockable, 7-bin drawer (w/independently locking bins) 2 lockable, single-bin drawers • Barcode scanner • All-in-one PC • Workstation rollers for easy moving • 50 SimEMR® licenses (1-year subscription, 4 instructor, 46 student) • SimAssess (1-year subscription) • Sample inventory list <p><input type="checkbox"/> Standard parts warranty (minimum 1 year)</p> | 2 | \$ | \$ |
| 2 | <p>SimCartRx Lite Mobile Charting Chart with Keypad Manuf #SimCartRx Lite Item number #04-25-3126</p> <p>These bedside medication administrations solutions enable educators to more effectively simulate medication administration workflows while also promoting safety and best practices. Students can access simulated patient records and replicate medication administration in a hospital room.</p> <p>Included:</p> <p>Locking: Electronic (8 D-Cell Powered) Height adjustment: Spring-assisted lift Warranty: Standard parts Warranty</p> | 2 | \$ | \$ |
| 3 | <p>Barcode Scanner for SimCartRX Basic Item number #06-69-3123</p> | 2 | \$ | \$ |
| 4 | Qty 1: Delivery/Freight to: Southeast Community & Technical College, Cumberland Campus, 700 College Rd, Cumberland, KY 40823-1099 | | | \$ |
| 5 | Qty 1: Delivery/Freight to: Southeast Community & Technical College, Middlesboro Campus, 1300 Chichester Ave, Middlesboro, KY 40965 | | | \$ |
| Grand Total | | | | \$ |

IF BIDDING ALTERNATE PRODUCT THIS SECTION MUST BE COMPLETED:

Model/Manuf: _____

Alternate meets or exceeds specifications: _____

YES NO

Delivery time in days *Required (date range not allowed for scoring purposes): _____

Warranty: _____

Substitute W-9 Form

A completed, signed KCTCS Substitute W-9 form must be submitted with the bid. This information must be obtained prior to award of a contract. Bids received without a completed W-9 form may be rejected. A form has been attached for completion.

| | | | | | | |
|---|---|-------|--------------|-----|---|--|
| Purchase Order | Purchase Order Information | | | | <input type="checkbox"/> Check if remit address is same as PO address | |
| Preferred Method of Receiving Purchase Orders: <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Check if there is a change to your Purchase order address | | | | | | |
| Vendor Name (if different from above) | | | | | | |
| Order to Address | | | | | | |
| City | | State | | Zip | | |
| Sales Contact Name | | | Email for PO | | | |
| Sales Contact Phone | | | Fax for PO | | | |
| <input type="checkbox"/> Purchase Address – Change to | | | | | | |
| Remittance | Remittance Address as it appears on your invoice | | | | | |
| Vendor Name (if different from above) | | | | | | |
| Remit to Address | | | | | | |
| City | | State | | Zip | | |
| Remit to Contact Name | | | Email | | | |
| Remit to Phone | | | Fax | | | |
| <input type="checkbox"/> Remit to Address – Change to | | | | | | |

Wherever possible we desire to replace check payments with an electronic payment (ACH - direct deposit transfer). In order to switch your payment type if already established from paper check to electronic transfer we will need your bank account information entered on this substitute W-9 form. Your email address will only be used to notify you when an electronic payment is issued, to notify you of the issuance of a purchase order, or to notify you of other official business correspondence. Your e-mail and/or banking information will not be shared or distributed outside KCTCS' Business Services Division and will be used solely for KCTCS business applications.

| | |
|--|----------------------|
| Direct Deposit Information (All fields are required to receive ACH electronic direct deposit payments) | |
| Name on Bank Account: | |
| Bank Name (include branch name if applicable): | |
| Bank Routing Number (9-digit ABA #): | Bank Account Number: |
| Mark only one (should match information noted above): <input type="checkbox"/> Checking: <input type="checkbox"/> Savings: | |
| E-mail address -- Please print LEGIBLY -- Required for electronic notification of payment to your bank account. | |
| | |
| Mark if this is a: <input type="checkbox"/> Establishment of a new direct deposit <input type="checkbox"/> Change of existing direct deposit | |
| Email change only <input type="checkbox"/> New email address to where payment notification to be sent: | |

I hereby authorize and request KCTCS to initiate credit entries for payment to my account. If necessary, a debit entry may be made in accordance with National Automated Clearing House Association (NACHA) rules reversing a credit entry made in error at the financial institution named. The electronic payment data remains in effect until withdrawn by written notification to KCTCS, 300 North Main Street, Versailles, KY 40383.

PRINTED NAME

Authorized Signature

Date