



King's Daughters

INVITATION FOR BID

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

INVITATION NO.:	KD-0132-24	RETURN ONE ORIGINAL COPY AND ONE USB DRIVE
Issue Date:	10/16/2023	OF BID TO:
Title:	Cisco Licensure Financing	KING'S DAUGHTERS MEDICAL CENTER
Contracting Officer:	Becky Pyles	SUPPLY CHAIN MANAGEMENT
Phone:	606-408-9655	BID # KD-0132-24 by 10/24/23 @ 3:00 PM
		2301 LEXINGTON AVENUE
		SUITE 310
		ASHLAND, KY 41101

IMPORTANT: BIDS MUST BE RECEIVED BY 10/24/23 @ 3:00 P.M. EASTERN STANDARD TIME

The Medical Center's General Terms and Conditions can be found in attachment A of this bid.

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 Kentucky Revised Statutes (KRS) 523.040:

- 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);
- 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 for Bids, designed to limit independent bidding or competition;
- 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;
- That the bidder is legally entitled to enter into contracts with King's Daughters Medical Center and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390,45A.330 to 45A.340.
- That the Bidders, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award.
- That I have fully informed myself regarding the accuracy of the statement made above.

COLLUSION PROHIBITED

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, in accordance with KRS 45A.325.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS 45A.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 KRS 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 these statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the Medical Center by the successful contractor prior to the award of a contract.

ALL BIDS ARE TO BE " F.O.B. DESTINATION – FREIGHT PREPAID AND ALLOWED"

THIS AREA MUST BE COMPLETED

DELIVERY AFTER RECEIPT OF ORDER:	NAME OF COMPANY:	PHONE:
FEDERAL EMPLOYER ID NO.:	ADDRESS:	FAX:
PAYMENT TERMS:	ADDRESS:	E-MAIL:
SHIPPING TERMS: F.O.B. DESTINATION – PREPAID AND ALLOWED	CITY, STATE & ZIP CODE:	WEB ADDRESS:
DUNS #	SIGNATURE:	DATE:

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.

KING'S DAUGHTERS MEDICAL CENTER
INSTRUCTIONS TO BIDDERS

All King's Daughters Medical Center bid solicitations are made upon and subject to the following conditions:

1 Preparation of Bids

- 1.1 All solicitations are subject to the provisions and requirements of any applicable Kentucky Revised Statutes, including the Kentucky Model Procurement Code, and the rules, regulations and policies of King's Daughters Medical Center including King's Daughters Medical Center General Terms and Conditions.
- 1.2 Bidders are expected to examine the complete bid and all attachments including drawings, specifications and instructions. Failure to do so is at bidder's risk.
- 1.3 Bidders shall furnish information required by the solicitation in the form requested. The Medical Center reserves the right to reject bids with incomplete information or which are presented on a different form.
- 1.4 All bids must be legible. A legally authorized company representative shall sign all bids in the appropriate location. Erasures or other changes must be initialed by the person signing the bid. Signature on a bid certifies that the bidder has read and fully understands all bid specifications and bidder agrees to all terms and conditions stipulated in the Invitation For Bids (IFB).
- 1.5 Bid prices shall be entered in spaces provided on the bid form. All unit prices and mathematical extensions and totals shall be indicated where required. In cases of errors in extensions or totals the unit price will govern.
- 1.6 Should any potential bidder doubt the true meaning of any part of the solicitation, a written request for an interpretation may be submitted to the Medical Center. Requests for such interpretation shall be made in writing to the appropriate Contracting Officer identified in the solicitation. Every interpretation made shall be in the form of an "addendum" to the solicitation sent as promptly as is practicable to all prospective bidders to whom the solicitation has been issued. Failure by the Medical Center to send or any potential bidder to receive such interpretation(s) shall not relieve any bidder from any obligations under the bid solicitation or the bidder's response. Any interpretations, corrections or changes to the solicitation made in any other manner, including oral explanations and instructions, are not binding upon the Medical Center.
- 1.7 Bidders or potential bidders are required to coordinate all discussions concerning solicitations through the appropriate Contracting Officer or other purchasing official within King's Daughters Medical Center Supply Chain Management Division. Bidders or potential bidders are not authorized to communicate with any medical center administrator, faculty, staff, or Board of Trustees member concerning this solicitation. Failure to comply with this requirement is grounds for the bidder's disqualification.
- 1.8 Unless otherwise stipulated in a bidder's response, the bidder's offer is in strict accordance with the Medical Center's specifications and terms and conditions of the Invitation For Bids. Any deviations must be fully itemized in detail. Any deviations from the requirements of this solicitation are at bidder's risk and the Medical Center may determine the bid to be non-responsive.

2 Submission of Bids

- 2.1 Bids, and modifications thereof, shall be returned in a sealed envelope and submitted in such a manner as to ensure their arrival in the King's Daughters Medical Center Supply Chain Division before the due date and time set forth in the solicitation. The time shown on the recording clock in the Supply Chain Management Division is the official time. Unless otherwise indicated in the solicitation no oral, facsimile, e-mail or telephone bids will be accepted.
- 2.2 Bids may be modified or withdrawn in writing or in person by an authorized representative if done so prior to the exact time and date for receipt of the bids. Telephone and facsimile modifications or withdrawals are not permitted. Withdrawn bids may be resubmitted, with or without modifications, up to the solicitation due date

and time. No bids may be withdrawn after the due date and time without the express authorization of the King's Daughters Medical Center Supply Chain Management Division.

- 2.3 Bids received after the designated time and date in the solicitation will not be considered. Bids will or will not be publicly opened and read in accordance with the Invitation For Bids.
- 2.4 Bidders shall show the bid due date and time, the solicitation number, and the name and address of the bidder on the face of the bid envelope.
- 2.5 All bids will be considered firm for a period of forty-five (45) calendar days from the bid opening date.

3 Specification Requirements

- 3.1 Unless otherwise specified in the solicitation, all items bid are to be new, unused, and not remanufactured in any way.
- 3.2 Whenever a trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the bid invitation it is for the purpose of item identification and to establish standards of quality, style, and features. Bids on equivalent items, substantially the same, are invited. However, to receive consideration, sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation must accompany the bid. The Medical Center will be the sole judge of equality and suitability. If bidder does not identify exceptions to the specifications shown in the IFB, bidder will be required to furnish the brand name(s), models, numbers, etc. specified in the IFB.
- 3.3 Unless stated otherwise in the solicitation, alternate bids will be considered. Alternate bids may be made in addition to responding to the solicitation or as the only response to the solicitation. However, the Medical Center is under no obligation to consider or accept an alternate bid and it reserves the right to reject any and all such bids.
- 3.4 The Medical Center reserves the right to request samples of any or all items bid in order to determine compliance with the specifications. The bidder must provide the samples within ten (10) days of the request and at no charge to the Medical Center. Samples are non-returnable. Failure to comply may be cause for rejection of the bid.
- 3.5 Bidders shall clearly delineate any deviations or exceptions from the bid specifications.
- 3.6 Except as otherwise provided in the solicitation, all bid prices must be firm. Prices subject to qualifications, such as escalation or other variables, may be rejected as non-responsive.
- 3.7 Unless otherwise stipulated in the solicitation, all quantities are estimates and do not represent a minimum guarantee. The Medical Center is obligated to purchase only those quantities needed during the term of the contract and it reserves the right to purchase more or less than the estimated quantities. The Medical Center is obligated only for those quantities ordered.
- 3.8 Proposed delivery dates shall be stated in number of calendar days after receipt of order.
- 3.9 All offers shall be F.O.B. destination, freight prepaid and allowed.

4 Bid Evaluation and Award

- 4.1 Bids will be evaluated and the award made to the lowest responsive, responsible bidder who offers the best value to the Medical Center and meets the terms, conditions and specifications of the Invitation For Bids.
- 4.2 The term "Responsible Bidder" means a person, company, or corporation who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether a Bidder is responsible, the Medical Center may evaluate various factors including (but not limited to) financial resources; experience; organization; technical qualifications; available

resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; and adversarial relationship between the Bidder and the Medical Center that is so serious and compelling that it may negatively impact the work performed under this Invitation for Bid; or any other cause determined to be so serious and compelling as to affect the responsibility of the Bidder.

- 4.3 The Medical Center reserves the right to accept or reject any and all bids or part of a bid and waive informalities, technical defects and minor irregularities in the bids received. Further, the Medical Center reserves the right to make a single award, split awards, make multiple awards or no award whichever is in the best interest of the Medical Center.
- 4.4 Unless stated otherwise in the solicitation, the Medical Center reserves the right to award the contract to the lowest aggregate bidder for all items, on an item-by-item basis, or a group of like items whichever is found to be in the best interest of the Medical Center. The Medical Center will consider bids submitted on an “all or nothing” basis if the bid is clearly designated as such.
- 4.5 In accordance with KRS 45A.494, a resident bidder of the Commonwealth of Kentucky shall be given a preference against a nonresident bidder. In evaluating proposals, the Medical Center will apply a reciprocal preference against a bidder submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident bidder. Resident bidder and nonresident bidder shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Respondent claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set for in the above referenced statute.
- 4.6 The Medical Center shall issue a price contract or purchase order as its notification of award to the successful bidder(s). Until such date a price contract or purchase order is issued, nothing shall be construed to constitute a binding agreement between the Medical Center and the bidder.

5 Payment and Taxes

- 5.1 The successful bidder shall be paid, at the prices stipulated, for items or services delivered and accepted, upon the submission of proper invoices to the billing address shown on the purchase order.

The Medical Center adheres to a strategic approach regarding payables management based on risk minimization, processing costs, and industry best practices. As such, suppliers and individuals doing business with the Medical Center will be paid based on the following protocol:

- a. The Medical Center utilizes Wells Fargo as its primary form of ACH/Credit Card Payments. By enrolling in Wells Fargo credit card payments, the supplier receives an email from Wells Fargo with credit card information and the remittance. If the vendor enrolls in ACH payments via Wells Fargo, the payment will be deposited and a remittance email from Wells Fargo will be sent. ACH forms can be provided by the Accounts Payable department at 606-408-9692.
 - b. Payments by check. Payment terms for check payments are Net-40.
 - c. Vendors receiving ACH direct payments will be approved by the Accounting Department and the Accounts Payable Supervisor. Payment Terms for ACH are Net-40.
- 5.2 Bidders may offer prompt payment discounts. The Medical Center will not consider any prompt payment discounts in determining the bid award.
 - 5.3 The Medical Center is tax exempt from the provisions of the Kentucky Sales and/or Use Tax (Tax Exemption # D-265) on materials and equipment under this solicitation. The Medical Center is also entitled to exemption from the Federal Excise Tax. All bidders shall take this into consideration when submitting their bid. Exemption certificates will be furnished upon request. Bidders are informed that material purchased by the contractor for the performance of this contract for the Medical Center are not exempt from the provisions of the Kentucky Sales and/or Use Tax. All adjustments and allowances for the current sales and/or use tax shall be included in the bid price.

6. **Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act**

To the extent Company receives 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"), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as Medical Center and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying the Medical Center of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors 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 Company abides by the requirements set forth in that exception; (iv) cooperating with the Medical Center in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at the Medical Center's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

KING'S DAUGHTERS MEDICAL CENTER
INVITATION FOR BID (IFB)
SPECIAL CONDITIONS

SCOPE

The intent of this Request for Proposal is to obtain proposals from qualified firms, referred herein as Lessors, to provide lease financing through a tax exempt financing program at a fixed rate. The Medical Center plans to create a pool of firms to provide financing for Cisco Licensure. The Medical Center prefers to make an annual payment each year for three (3) years.

The Medical Center's current financing need is as follows:

Cisco Bundle	\$2,703,611.47
Cisco Smartnet	\$905,031.20

CONTRACT PERIOD

Three (3) years.

TERMS AND CONDITIONS

The Medical Center's terms and conditions can be found on Attachment A of this invitation to bid notice.

PRICE CHANGES

Prices will remain firm for the initial period (see contract period) of the price contract. The Medical Center or contractor may request a change in prices to be in effect for the length of the extension period. Any request for price changes must be received in the Supply Chain Management Division in writing 30 days prior to the end of the current contract period. Upon approval by the Supply Chain Management Division, prices shall remain firm for the length of the contract period. Any price changes must be substantiated by firm proof that conditions have changed in the industry, which would warrant a change in price.

EXTENDED PRICING

Is the bidder willing to extend pricing to other state facilities and Medical Center affiliate organizations within the Commonwealth of Kentucky?

YES

NO

RESTRICTIONS ON COMMUNICATIONS WITH MEDICAL CENTER STAFF

From the issue date of this IFB until a Contractor is selected and a contract award is made, Bidders are not allowed to communicate about the subject of the IFB with any Medical Center administrator faculty, staff, or members of the Board of Trustees except:

- The Supply Chain Management representative, any Medical Center Supply Chain Management Official representing the Medical Center administration, or others authorized in writing by the Supply Chain Management Office and Medical Center Representatives during Bidders presentations.

If violation of this provision occurs, the Medical Center reserves the right to reject the Bidder's proposal.

INVITATION SUBMISSION AND DEADLINE

King's Daughters Medical Center accepts deliveries of IFB's Monday through Friday from 8:00 am – 3:00 pm Eastern Standard Time. However, IFB's must be received by 3:00 pm Eastern Standard time on the date specified on the IFB in order to be considered.

This solicitation will be opened publicly at the time and date indicated.

NOTE: Bidders are requested to include a USB drive with their bid response in addition to the printed hard copy of the bid.

COMPANY/ORGANIZATION DEMOGRAPHICS AND DIVERSITY

Bidder shall submit with their response a summarized profile describing the demographic nature of their company or organization. Include a separate written statement with your bid response answering the following questions:

1. When was your organization established and/or incorporated?
2. Indicate whether your organization is classified as local, regional, national, or international.
3. Describe the size of your company in terms of number of employees, gross sales, etc.
4. Is your company certified as small business, minority-owned, women-owned, veteran-owned, disabled-owned, or similar classification?
5. Include other demographic information that you feel may be applicable to the Invitation for Bids submission.
6. Bidder shall describe in detail their company's commitment to diversity, equity, and inclusion. Information shall be provided as to the number of diverse individuals that the vendor employees as well as a description of vendors efforts to do business with Diverse Business Enterprises as they conduct their own business. In additional, please indicate the diversity nature of your company as well as ownership race/ethnicity.

Check One Only	Diverse Business Description (If Diverse Business, determine the classification that is the best description)	Internal Code
	Minority Owned (only)	10
	Veteran Owned and Small Business	100
	Minority and Woman and Small Business	110
	Minority and Woman and Veteran-Owned Business	120
	Minority and Veteran and Small Business	130
	Woman and Veteran and Small Business	140
	Minority and Woman and Veteran-Owned Small Business	150
	Woman Owned (only)	20
	Small Business (only)	30
	Veteran Owned (only)	40
	Minority and Woman Owned	50
	Minority and Small Business	60
	Minority and Veteran-Owned	70
	Woman Owned and Small Business	80
	Woman and Veteran-Owned	90
	Diversity not indicated	999

Race/Ethnicity	Check One
Asian	
Black/African American	
Hispanic or Latino	
Native American	
Native Hawaiian/Pacific Islander	
White	

NOTE: UNLESS OTHERWISE NOTED THE BID SHALL BE RETURNED IN A SEALED ENVELOPE SHOWING THE BID DUE DATE AND TIME, THE SOLICITATION NUMBER, AND THE NAME AND ADDRESS OF THE BIDDER ON THE FACE OF THE ENVELOPE.

BID PROPOSAL FORM

The purpose of this invitation for bids is to secure financing for Cisco Licensure.

Name of Institution	Percentage Rate	Term