



# King's Daughters

Request for Proposal

KD-0137-24

Proposal Due Date – 12/12/2023

Maintenance, Repair & Operating Supplies



# King's Daughters

## REQUEST FOR PROPOSAL (RFP)

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

<b>PROPOSAL NO.:</b>	<b>KD-0137-24</b>	<b>RETURN ORIGINAL COPY OF PROPOSAL TO:</b>
<b>Issue Date:</b>	<b>11/14/2023</b>	<b>KING'S DAUGHTERS MEDICAL CENTER</b>
<b>Title:</b>	<b>Maintenance, Repair &amp; Operating Supplies</b>	<b>SUPPLY CHAIN MANAGEMENT</b>
<b>Purchasing Officer:</b>	<b>Kimberly McGuire</b>	<b>2301 LEXINGTON AVENUE</b>
<b>Email/Phone:</b>	<b><a href="mailto:Kimberly.mcguire@kdmc.kdhs.us">Kimberly.mcguire@kdmc.kdhs.us</a> (606-408-9687)</b>	<b>SUITE 310</b>
		<b>ASHLAND, KY 41101</b>

**IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 12/12/2023 3 PM EASTERN STANDARD TIME**

### NOTICE OF REQUIREMENTS

1. The Medical Center's terms and conditions can be found in Attachment A of this RFP.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among offerors or prospective offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. 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 who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

### 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 offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
4. That the offeror 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, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and 164.390;
5. That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale 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;
6. That I have fully informed myself regarding the accuracy of the statement made above.

### 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 proposal 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 the Medical Center by the successful contractor prior to the award of a contract.

### CERTIFICATION OF NON-SEGREGATED FACILITIES

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

**SIGNATURE REQUIRED:** This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

<b>DELIVERY TIME:</b>	<b>NAME OF COMPANY:</b>	<b>DUNS #</b>
<b>PROPOSAL FIRM THROUGH:</b>	<b>ADDRESS:</b>	<b>Phone/Fax:</b>
<b>PAYMENT TERMS:</b>	<b>CITY, STATE &amp; ZIP CODE:</b>	<b>E-MAIL:</b>
<b>SHIPPING TERMS: F. O. B. DESTINATION PREPAID AND ALLOWED</b>	<b>TYPED OR PRINTED NAME:</b>	<b>WEB ADDRESS:</b>
<b>FEDERAL EMPLOYER ID NO.:</b>	<b>SIGNATURE:</b>	<b>DATE:</b>

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## **1.0 DEFINITIONS**

The term "addenda" means written or graphic instructions issued by King's Daughters Medical Center prior to the receipt of proposals that modify or interpret the RFP documents by additions, deletions, clarifications and/or corrections.

The term "competitive negotiations" means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The terms "offer" or "proposal" mean the offeror's/offers' response to this RFP.

The term "offeror" means the entity or contractor group submitting the proposal.

The term "contractor" means the entity receiving a contract award.

The term "purchasing agency" means King's Daughters Medical Center, 2301 Lexington Avenue, Suite 310, Ashland KY 41101.

The term "purchasing official" means King's Daughters Medical Center appointed contracting representative.

The term "responsible offeror" means a person, company or corporation that 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 an offeror 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; adversarial relationship between the offeror and the Medical Center that is so serious and compelling that it may negatively impact the work performed under this RFP; or any other cause determined to be so serious and compelling as to affect the responsibility of the offeror.

The term "solicitation" means RFP.

The term "Medical Center" means King's Daughters Medical Center.

The term "HR" means Human Resources.

**2.0 GENERAL OVERVIEW**

**2.1 Intent and Scope**

This Request for Proposal (RFP) is issued to solicit proposals from qualified, experienced, financially sound and responsible offerors to establish a contract for purchase of maintenance, repair and operating supplies. The Medical Center reserves the right to award multiple contracts if it's determined to be in it's best interest.

The Medical Center seeks to establish a strategic preferred Vendor relationship with qualified offerors through this RFP process that would enable us to achieve high quality products, market competitive pricing and discounts, and satisfactory customer service and support. As part of our initiative, the Medical Center intends to consolidate our spend to a small set of preferred offerors to leverage our combined spend and establish collaborative and optimized relationships.

The Scope is further detailed in Section 7.1.

**3.0 PROPOSAL REQUIREMENTS**

**3.1 Key Event Dates**

Release of RFP	11/14/2023
Deadline for Written Questions	3 p.m. Eastern Time on 11/28/2023
RFP Proposals Due	3 p.m. Eastern Time on 12/12/2023

**3.2 Offeror Communication**

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are directed to the appropriate persons within the offeror's firm, each offeror who intends to participate in this RFP is to provide the following information to the purchasing officer. Prompt, thorough compliance is in the best interest of the offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the offeror. Without the prompt information, any communication shortfall shall reside with the offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be sent via email to:

Kimberly McGuire  
Purchasing Division  
King's Daughters Medical Center  
2301 Lexington Avenue, Suite 310  
Ashland, KY 41101  
Phone: (606) 408-9687  
E-mail: Kimberly.mcguire@kdmc.kdhs.us

All communication with the Medical Center regarding this RFP shall only be directed to the purchasing officer listed above.

### **3.3 Offeror Presentations**

All offerors whose proposals are judged acceptable for award may be required to make a presentation to the evaluation committee.

### **3.4 Preparation of Offers**

The offeror is expected to follow all specifications, terms, conditions and instructions in this RFP.

The offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

An electronic version of the RFP, in .PDF format only, is available through King's Daughters Medical Center, Purchasing Division web site: [www.uky.edu/purchasing/bidlist.htm](http://www.uky.edu/purchasing/bidlist.htm)

### **3.5 Proposed Deviations from the RFP**

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the transmittal letter, Section 4.3 (d). If accepted by the Medical Center, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Note: Offerors shall not submit their standard terms and conditions as exceptions to the Medical Center's General Terms and Conditions. Each exception to the Medical Center's General Terms and Conditions shall be individually addressed.

### **3.6 Proposal Submission and Deadline**

Offeror must provide the following materials prior to 3 p.m. (Eastern Standard Time) on the date specified in Section 3.1 and addressed to the purchasing officer listed in Section 3.2:



- **Technical Proposal:** Two (2) copies on electronic storage devices (CD or USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and seven (7) printed original copy
- **Financial Proposal:** Two (2) copies on electronic storage devices (CD or USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and seven (7) printed original copy

**Note: Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or e-mail are not acceptable.**

**King's Daughters Medical Center accepts deliveries of RFPs Monday through Friday from 8 a.m. to 3 p.m. Eastern Standard Time. However, RFPs must be received by 3 p.m. Eastern Standard Time on the date specified on the RFP in order to be considered.**

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show on the face of the envelope: the closing time and date specified, the solicitation number and the name and address of the offeror. The technical proposal shall be submitted in a sealed envelope and the financial proposal shall be submitted in a sealed envelope under separate cover. Both sealed envelopes shall have identical information on the cover, with the addition that one will state "Technical Information," and the other, "Financial Proposal."

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

### **3.7 Modification or Withdrawal of Offer**

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

### **3.8 Acceptance or Rejection and Award of Proposal**

The Medical Center reserves the right to accept or reject any or all proposals (or parts of proposals), to waive any informalities or technicalities, to clarify any ambiguities in proposals and (unless otherwise specified) to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, the Medical Center reserves the right to make a single award, split awards, multiple awards or no award, whichever is in the best interest of the Medical Center.

### **3.9 Rejection**

Grounds for the rejection of proposals include (but shall not be limited to):

- Failure of a proposal to conform to the essential requirements of the RFP.

- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror's liability to the Medical Center on the contract awarded on the basis of such solicitation.
- Failure of the offeror to sign the Medical Center RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.
- Receipt of proposal after the closing date and time specified in the RFP.

### **3.10 Addenda**

Any addenda or instructions issued by the purchasing agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

### **3.11 Disclosure of Offeror's Response**

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. The purchasing agency will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Division, the Medical Center's administrative staff, representatives of the state or federal government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the Medical Center shall have the right to duplicate, use or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid six (6) months after the proposal due date.

The Medical Center shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

### **3.12 Restrictions on Communications with Medical Center Staff**

From the issue date of this RFP until a contractor is selected and a contract award is made, offerors are not allowed to communicate about the subject of the RFP with any Medical Center administrator, faculty, staff or members of the board of trustees except: the purchasing office representative, any Medical Center purchasing official representing the Medical Center administration, others authorized in writing by the purchasing office and Medical Center representatives during offeror presentations. If violation of this provision occurs, the Medical Center reserves the right to reject the offeror's proposal.

### **3.13 Cost of Preparing Proposal**

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the offerors. The Medical Center will provide no reimbursement for such costs.

### **3.14 Disposition of Proposals**

All proposals become the property of the Medical Center. The successful proposal will be incorporated into the resulting contract by reference.

### **3.15 Alternate Proposals**

Offerors may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

### **3.16 Questions**

All questions should be submitted by either e-mail to the purchasing officer listed in Section 3.2 no later than the date listed in Section 3.1.

### **3.17 Section Titles in the RFP**

Section titles used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

### **3.18 No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the Medical Center shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

### **3.19 Proposal Addenda and Rules for Withdrawal**

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the Medical Center purchasing office, signed by the offeror. Unless requested by the Medical Center, the Medical Center will not accept revisions or alterations to proposals after the proposal due date.

## **4.0 PROPOSAL FORMAT AND CONTENT**

### **4.1 Proposal Information and Criteria**

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate the Medical Center's review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that offerors use the same numbers for the following content that are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - Offeror Qualifications
- Criteria 2 - Services Defined
- Criteria 3 - Financial Proposal
- Criteria 4 - Evidence of Successful Performance and Implementation Schedule
- Criteria 5 - Other Additional Information

#### **4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form**

The Offeror will sign and return the proposal cover sheet and print or type their name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of their authority unless such evidence has been previously furnished to the purchasing agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer is authorized to bind the principal offeror.

#### **4.3 Transmittal Letter**

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the offeror. It shall include:

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the Medical Center and received by the offeror (If no addenda have been received, a statement to that effect should be included.).
- A statement that the offeror's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.
- A statement that the offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
- A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.
- A statement that identifies the confidential information as described in Section 6.23.

#### **4.4 Executive Summary and Proposal Overview**

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

As part of the Executive Summary and Proposal Overview, Offeror shall submit with their response a summarized profile describing the demographic nature of their company or organization:

- When was your organization established and/or incorporated?
- Indicate whether your organization is classified as local, regional, national, or international.
- Describe the size of your company in terms of number of employees, gross sales, etc.
- Is your company certified as small business, minority-owned, women-owned, veteran-owned, disabled-owned, or similar classification?
- Include other demographic information that you feel may be applicable to the Request for Proposal submission.

#### **4.5 Criteria 1 - Offeror Qualifications**

The purpose of the Offeror Qualifications section is to determine the ability of the offeror to respond to this RFP. Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.

1. Provide a brief narrative describing the history of the company, identify the number of Employees in the company, and the Ownership.
2. Provide information demonstrating that the Offeror is licensed to do business in the State of Kentucky and list all states in which Offeror is licensed to do business.
3. Provide certified audited financial statements including a full set of footnotes as follows:
  - a. For the past three (3) fiscal years, include at a minimum, income statements, balance sheets, and statements of changes in financial position of cash flows. If three (3) years of financial statements are not available, information shall be provided to the fullest extent possible or the reasons why, if they are not available.
  - b. For a privately held company when certified audited financial statements are not prepared, provide a written statement from the company's certified public accountant stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions that may affect the company's financial condition.
4. Provide information regarding bankruptcy filings, loan defaults, pending liens, claims or lawsuits against the Offeror. If the Offeror has not experienced any of these situations, so indicate.
5. Provide information regarding any contracts that were terminated for default in the last five years including the other parties' name, address, and phone number. Termination for default is defined as notice to stop performance due to the Offeror's non-performance or poor performance. The Medical Center will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If the Offeror has experienced no such termination for default in the past five years, so indicate.

**4.6 Criteria 2 – Services Defined**

1. Provide an overall description of your capability to process orders to the Medical Center. Describe in detail how you will process orders via the Purchase Order.
2. Please describe your nearest office and warehouse locations that will service the Medical Center.
3. If utilizing a web based portal, please describe how the portal will accurately reflect the pricing structures resulting from this award. Please describe how you will meet the Medical Center's expectations that if a sale is in process and the contract pricing for an item is higher than the promotional price, the Medical Center will pay the lower of the two.
4. Please describe how you will notify the order requestor in a timely fashion if any items are on backorder and provide requestor updates. How do you track backorders and your ability to respond to requests for information on backorders?
5. Please confirm that no minimum order size will be imposed on any orders placed by the Medical Center.
6. The Medical Center has an expectation of "hassle-free" returns and adjustments. Full credit will be provided to the Medical Center on all returns within 30 days of receipt in original packaging. Please describe how you will meet this expectation.
7. Please acknowledge that the offeror will not impose a restocking fee on the Medical Center if an item is returned due to damage, incorrect product shipped, or offeror customer service order entry error.
8. Please describe the offeror's process to place orders from your manufacturers.
9. Please explain the offeror's expediting process. How will you work with the manufacturer to expedite, when requested?
10. Describe any coalitions or special arrangements you may have or participate in that can benefit the Medical Center.

**4.7 Criteria 3 – Financial Proposal**

The Financial Summary Form shall contain the complete financial offer made to the Medical Center using the format contained in Section 8.0. All financial information must be submitted in a sealed envelope under separate cover.

**4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule**

1. Provide a list of institutions similar in size and scope of King's Daughters Medical Center, and large health care providers, also include a list of companies, for whom the Offeror has conducted or is currently conducting business. Please provide the following for each entity:
  - a. Institution/Company name
  - b. Services and products provided

- c. Group size
- d. Contact names
- e. Addresses
- f. Telephone numbers

The Medical Center specifically requests references where the Contractor has provided the service in order to verify the level of service provided. The Medical Center reserves the right to use this information in the evaluation for this criteria.

#### **4.9 Criteria 5 – Other Additional Information**

Please provide any additional information that the offeror feels should be considered when evaluating their proposal.

The offeror may present any creative approaches that might be appropriate. The offeror may also provide supporting documentation that would be pertinent to this RFP.



## 5.0 EVALUATION CRITERIA PROCESS

A committee of Medical Center officials appointed by the Chief Procurement Officer will evaluate proposals and make a recommendation to the Chief Procurement Officer. The evaluation will be based upon the information provided in the proposal, additional information requested by the Medical Center for clarification, information obtained from references and independent sources and oral presentations (if requested).

The evaluation of responsive proposals shall then be completed by an evaluation team, which will determine the ranking of proposals. Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The Medical Center will award the contract to the responsible offeror whose proposal is determined to be the most advantageous to the Medical Center, taking into consideration the evaluation factors set forth in this RFP.

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offerors must specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

The relative importance of the criteria is defined below:

### **Primary Criteria**

- Offeror Qualifications
- Services Defined
- Financial Proposal
- Evidence of Successful Performance and Implementation

### **Secondary Criteria**

- Other Additional Services

The Medical Center will evaluate proposals as submitted and may not notify offerors of deficiencies in their responses.

Proposals must contain responses to each of the criteria, listed in Section 4 even if the offeror's response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of the Medical Center.

## **6.0 SPECIAL CONDITIONS**

### **6.1 Contract Term**

The contract resulting from this RFP shall be effective for one (1) year.

### **6.2 Effective Date**

The effective date of the contract shall be the date upon which the parties execute it and all appropriate approvals, including that of the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

### **6.3 Competitive Negotiation**

It is the intent of the RFP to enter into competitive negotiation as authorized by KRS 45A.085.

The Medical Center will review all proposals properly submitted. However, the Medical Center reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the Medical Center.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final Offer to the purchasing agency. All information-received prior to the cut-off time will be considered part of the offeror's Best and Final Offer.

The Medical Center also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the Medical Center. Such waiver shall in no way modify the RFP requirements or excuse the offeror from full compliance with the RFP specifications and other contract requirements if the offeror is awarded the contract.

### **6.4 Appearance Before Committee**

Any, all or no offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offerors are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

### **6.5 Additions, Deletions or Contract Changes**

The Medical Center reserves the right to add, delete, or change related items or services to the contract established from this RFP. No modification or change of any provision in the resulting contract shall be made unless such modification is mutually agreed to in writing by the contractor and the Chief Procurement Officer and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

**6.6 Contractor Cooperation in Related Efforts**

The Medical Center reserves the right to undertake or award other contracts for additional or related work to other entities. The contractor shall fully cooperate with such other contractors and Medical Center employees and carefully fit its work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Medical Center employees. This clause shall be included in the contracts of all contractors with whom this contractor will be required to cooperate. The Medical Center shall equitably enforce this clause to all contractors to prevent the imposition of unreasonable burdens on any contractor.

**6.7 Entire Agreement**

The RFP shall be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the offeror's response accepted by the Medical Center, shall be the entire agreement between the parties.

**6.8 Governing Law**

The contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky and all other local governments, public authorities, boards or offices relating to the property or the improvements upon same (or the use thereof) and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting contract shall be governed by Kentucky law and any claim relating to this contract shall only be brought in the Boyd County Circuit Court in accordance with KRS 45A.245.

**6.9 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 the Medical Center's 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.

## **6.10 Termination for Convenience**

The King's Daughters Medical Center, Purchasing Division, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the contractor of a "notice of termination," the contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to a "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

## **6.11 Termination for Non-Performance**

### Default

The Medical Center may terminate the resulting contract for non-performance, as determined by the Medical Center, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the Medical Center is not in its best interest, or failure to comply with the terms of this contract;
- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

### Demand for Assurances

In the event the Medical Center has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

### Notification

The Medical Center will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the Medical Center's satisfaction

within ten (10) calendar days, the Medical Center may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

**6.12 Funding Out**

The Medical Center may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The Medical Center shall provide the contractor thirty (30) calendar days' written notice of termination under this provision.

**6.13 Prime Contractor Responsibility**

Any contracts that may result from the RFP shall specify that the contractor(s) is/are solely responsible for fulfillment of the contract with the Medical Center.

**6.14 Assignment and Subcontracting**

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the Medical Center. Any attempted assignment or subcontracting shall be void.

**6.15 Permits, Licenses, Taxes**

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this contract is performed.

The contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP.

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.

The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

**6.16 Attorneys' Fees**

In the event that either party deems it necessary to take legal action to enforce any provision of the contract and in the event that the Medical Center prevails, the contractor agrees to pay all expenses of such action including attorneys' fees and costs at all stages of litigation.

**6.17 Royalties, Patents, Copyrights and Trademarks**

The Contractor shall pay all applicable royalties and license fees. If a particular process, products or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the Medical Center harmless, and defend all suits, claims, losses, damages or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use the Medical Center's name nor any of its trademarks or copyrights, although it may state that it has a Contract with the Medical Center.

**6.18 Indemnification**

The contractor shall indemnify, hold and save harmless the Medical Center, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys' fees of the Medical Center's attorneys), all liability of any nature or kind arising out of or relating to the Contractor's response to this RFP or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the Medical Center.

**6.19 Insurance**

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the Medical Center.

**COVERAGES**

**LIMITS**

Workers' Compensation

Statutory Requirements (Kentucky)

Commercial General Liability including operations/completed operations, products and contractual liability (including defense and investigation costs), and this contract Business Automobile Liability covering owned, leased, or non-owned autos

\$1,000,000 each occurrence  
(BI & PD combined) \$2,000,000 Products and Completed Operations Aggregate

\$1,000,000 each occurrence  
(BI & PD combined)

Professional Liability

\$2,000,000 each occurrence/aggregate

The successful contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to King's Daughters Medical Center, Purchasing Division. The Medical Center, its trustees and employees must be added as additional insured on the Commercial General Liability policy with regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the contractor. Coverage is to be primary and non-contributory with other coverage (if any) purchased by the Medical Center. All of these required policies must include a Waiver of Subrogation (except Workers' Compensation) in favor of the Medical Center, its trustees and employees.

#### **6.20 Method of Award**

It is the intent of the Medical Center to award multiple contracts to the qualified offerors whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the Medical Center, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the Medical Center to award a contract(s) from this solicitation. The Medical Center reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

#### **6.21 Reciprocal Preference**

In accordance with KRS 45A.494, a resident offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident offeror. In evaluating proposals, the Medical Center 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 non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.

#### **6.22 Reports and Auditing**

The Medical Center, or its duly authorized representatives, shall also have access to any books, documents, papers, records or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review.

#### **6.23 Confidentiality**

The Medical Center recognizes an offeror's possible interest in preserving selected information and data included in the proposal; however, the Medical Center must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.

Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae and company financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the offeror declares them to be proprietary in nature and not available for public disclosure, the offeror shall declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet

containing such information. Proposals containing information declared by the offeror to be proprietary or confidential, either wholly or in part, outside the areas listed above may be deemed non-responsive and may be rejected.

The Medical Center's General Counsel shall review each offeror's information claimed to be confidential and, in consultation with the offeror (if needed), make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

## **6.24 Conflict of Interest**

This Request for Proposal and resulting Contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and King's Daughters Medical Center Ethical Principles and Code of Conduct. When submitting and signing a proposal, an offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the Medical Center and the interests of the offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the Medical Center purchasing officer identified in this RFP.

## **6.25 Personal Service Contract Policies**

Pursuant to the Kentucky Model Procurement Code (Code), the Government Contract Review Committee (GCRC) of the Kentucky General Assembly may establish policies that govern personal service contracts. Under the Code, a personal service contract is an agreement whereby an individual, firm, partnership or corporation is to perform certain services requiring professional skill or professional judgment for a specified period of time at an agreed upon price.

### **A. Professional Service Rate Schedules:**

The GCRC has established rate schedules for certain professional services and may impact any contract established under the Code. These rate schedules are located on the GCRC website at [www.lrc.ky.gov/statcomm/Contracts/homepage.htm](http://www.lrc.ky.gov/statcomm/Contracts/homepage.htm).

### **B. Invoicing of Personal Service Contracts:**

The Kentucky Model Procurement Code was recently amended to establish conditions for invoicing for fees for personal service contracts. It states, "No payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice on a form established by the committee." The Government Contract Review Committee has adopted a personal service contract invoice form that must be submitted as a condition of payment. A copy of the form is located on the GCRC website at [https://www.uky.edu/hr/sites/www.uky.edu.hr/files/webform/eforms/Personal-Service-Contract-Invoice-Form\\_0.pdf](https://www.uky.edu/hr/sites/www.uky.edu.hr/files/webform/eforms/Personal-Service-Contract-Invoice-Form_0.pdf)



## **6.26 Copyright Ownership and Title to Designs and Copy**

The contractor and Medical Center intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by the contractor hereunder to be a work made for hire. The contractor acknowledges and agrees that the work and all rights therein, including (without limitation) copyright, belongs to and shall be the sole and exclusive property of the Medical Center. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the Medical Center.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy and any other requirement not stated herein required for completion of the finished product for use in connection with any Medical Center job shall be the property of and owned by the Medical Center. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the Medical Center. In the event that time of return is not specified, the contractor shall return all such items to the appropriate Medical Center department within one week of delivery.

## **6.27 Medical Center Brand Standards**

The contractor must adhere to all King's Daughters Medical Center Brand Standards. Medical Center Brand Standards are maintained by the Medical Center Marketing Department. Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the Marketing Director or designee can approve exceptions to the Medical Center standards.

Contractor warrants that its products or services provided hereunder will be in compliance with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.0, and for purposes of this agreement WCAG 2.0 Level AA compliance is expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services in a timely manner and provide an updated version to the Medical Center at no cost. If deficiencies are identified, the Medical Center reserves the right to request from Contractor, a timeline by which accessibility standards will be incorporated into the products or services provided by Contractor and shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

Where any customized web services are provided, Contractor represents that it has reviewed the Medical Center's Web Policy and all products or services will comply with its published standards.

Contractor will provide the Medical Center with a current Voluntary Product Accessibility Template (VPAT) for any deliverable(s). If none is available, Vendor will provide sufficient information to reasonably assure the Medical Center that the products or services are fully compliant with current requirements.

## **6.28 Printing Statutes**

The purchase of printing services for all state agencies is governed by Chapter 57 of the Kentucky Revised Statutes. Specifically, all printing must be awarded to the lowest responsive bidder and approved by the Governor of Kentucky. In compliance with these statutes, all printing must be provided by a contract established by the Purchasing Division.

## **6.29 Payment Terms**

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.

## **7.0 SCOPE OF SERVICES**

### **7.1 Detailed Services Defined**

The intent of this proposal is to offer the Medical Center departments with a list of qualified and approved vendors from which they can purchase maintenance, repair and operations supplies.

The Medical Center has an immediate need to partner with offerors who can provide the following supply categories: electrical, mechanical, plumbing, flooring, and painting.

Items will be purchased on an as-needed basis.

## **8.0 FINANCIAL OFFER SUMMARY**

Offerors are to provide a discount percentage rate off list price by item, category, and/or brand.

The percent of discount must remain the same throughout the contract period. Any manufacturer price increase during the contract period must be submitted to the Purchasing Department.

Please indicate if there are brands/categories of supplies and equipment that are not eligible for discount.

The offeror shall be responsible for all shipping related charges, including fuel surcharges and general freight costs. The Medical Center will not be charged for any shipping related costs unless the Medical Center requests expedited shipping. FOB will be hospital or destination.

For purchases rendered by successful offeror(s) pursuant to a contract awarded from this RFP, the Medical Center will make payments based on the rates listed herein.