



## INVITATION TO BID

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

|   |                                 |
|---|---------------------------------|
| <b>INVITATION NO.:</b>                    | <b>KCT-01419</b>                |
| <b>Issue Date:</b>                        | 12/3/2024                       |
| <b>Method of Award:</b>                   | Best Value                      |
| <b>Issuing Officer:</b>                   | Amberlee Leve                   |
| <b>Email:</b>                             | Amberlee.Leve@kctcs.edu         |
| <b>Bids are invited on the following:</b> | <b>Ultrasound System (OCTC)</b> |

**IMPORTANT: SEALED BIDS MUST BE RECEIVED BY:**  
**12/17/2024 by 4:00 PM Eastern Daylight Time**

- 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.**
- 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 multiple bids will result in disqualification of both bids.
- 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 must be filled out in ink or typed and signed in ink.
- The KCTCS Sales Tax Exemption Number is A-20633. Certificate will be provided upon request. Do Not Quote Sales Tax.

**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.

### THIS AREA MUST BE COMPLETED

|  |                                   |               |
|--|-----------------------------------|---------------|
| <b>DELIVERY TIME: (Days after receipt of order)</b>  | <b>NAME OF COMPANY</b>            | <b>PHONE:</b> |
| <b>BID FIRM THROUGH:</b>                             | <b>NO. &amp; STREET</b>           | <b>FAX:</b>   |
| <b>PAYMENT TERMS: Net 30 days<br/>Must Accept PO</b> | <b>CITY, STATE &amp; ZIP CODE</b> |               |
| <b>SHIPPING TERMS: FOB<br/>DESTINATION</b>           | <b>SIGNATURE</b>                  | <b>DATE:</b>  |
| <b>TYPED OR PRINTED NAME:</b>                        |                                   |               |
| <b>EMAIL:</b>  |                                   |               |

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:** <https://systemoffice.kctcs.edu/suppliers/index.aspx>

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 Issuing Officer in this solicitation.

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 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 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. If applicable, 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 may 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.

## 1. Introduction

### 1.1. Purpose of Procurement

You are invited to bid on the following Ultrasound System for the Kentucky Community & Technical College System (KCTCS), Owensboro Community and Technical College, 4800 New Hartford Rd, Owensboro, KY, 42303.

### 1.2. Overview of the Invitation to Bid Process

The objective of the Invitation to Bid is to select one or more qualified Suppliers to provide the goods and/or services outlined in this Invitation to Bid to KCTCS. This Invitation to Bid process will be conducted to gather and evaluate responses from Suppliers for potential award. All Suppliers are invited to participate by submitting responses, as further defined below. After evaluating all Suppliers' responses received after the opening date of this Bid, the results of the Bid will be posted at the following link (under "Solicitation Results"):

<https://systemoffice.kctcs.edu/suppliers/opportunities-to-bid.aspx>

Offerors should not assume personal notice will be given regarding the solicitation results.

### 1.3. Schedule of Events

The schedule of events set out herein represents KCTCS's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule may be shifted as appropriate. After the opening of the Invitation to Bid, KCTCS reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation and award on an as needed basis with or without notice.

If applicable, Suppliers are encouraged to visit the specified KCTCS location(s) prior to submitting a Bid to inspect the conditions at the site. Any bidders wishing to schedule a site visit must contact the KCTCS representative listed below. KCTCS will not be responsible for additional charges for conditions at the site that could have been foreseen during a site visit.

| Description   | Date                       | Time         |
|---|----------------------------|--------------|
| Release of Invitation to Bid  | 12/3/24                    | N/A          |
| Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.4. | 12/9/24                    | N/A          |
| Bid Opening Date and Time   | 12/17/24                   | 4:00 p.m. ET |
| Bid Evaluation Completed (estimated)  | 1 to 2 weeks after opening | N/A          |
| Notice of Award Posted (estimated)  | 1 to 2 weeks after opening | N/A          |

### 1.4. Issuing Officer

Amberlee.Leve@[kctcs.edu](mailto:kctcs.edu)

## 2. Instructions to Suppliers

By submitting a response to the Invitation to Bid, the Supplier is acknowledging that the Supplier:

1. Has read the information and instructions,
2. Agrees to comply with the information and instructions contained herein.

### 2.1. General Information and Instructions

#### 2.1.1. Restrictions on Communicating with Staff

From the issue date of this Invitation to Bid until the final award is announced (or the Invitation to Bid is officially cancelled), the Issuing Officer named herein, shall be the point of contact throughout the solicitation process. KCTCS reserves the right to reject the response of any Supplier violating this provision. This does not preclude Suppliers who presently hold contracts with KCTCS from

communicating with KCTCS individuals regarding existing contracts only, and/or to schedule a site visit.

### **2.1.2. Submitting Questions**

Any explanation desired by a Supplier regarding the meaning or interpretation of the solicitation, specifications, etc., must be requested in writing to the Issuing Officer identified in Section 1.4. 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 Supplier to inquire with the Issuing Officer.

All Suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. In order to stay on track of the solicitation timeline, Suppliers are cautioned that KCTCS may not respond to late questions or questions submitted by any other method than as directed by this section.

### **2.1.3. Site Visit**

The site visit or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.3 "Schedule of Events". In the event the site visit has been identified as mandatory, then a representative of the Supplier must attend the site visit in its entirety to be considered eligible for contract award. The Supplier is strongly encouraged to allow ample travel time to ensure arrival to the location prior to the beginning of any mandatory site visit. All Suppliers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

### **2.1.4. 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 KCTCS employee are not binding on KCTCS.

### **2.1.5. Right to Request Additional Information**

Prior to an award, KCTCS must be assured that the selected Supplier has all of the resources to successfully perform under the contract. This may include, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of KCTCS, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, KCTCS is unable to assure itself of the Supplier's ability to perform, if awarded, KCTCS has the option of requesting from the Supplier any information deemed necessary to determine the Supplier's responsibility.

### **2.1.6. Failing to Comply with Submission Instructions**

Responses received after the identified due date and time may not be considered. Responses must be complete in all respects, as required in each section of this Invitation to Bid.

### **2.1.7. Amend and/or Cancel the Invitation to Bid**

KCTCS reserves the right to amend this Invitation to Bid prior to the opening date and time. Addenda will be made in writing and posted as one or more addenda to the KCTCS website. Each Supplier is individually responsible for reviewing addenda and any other posted documents and making any necessary or appropriate changes and/or additions to the Supplier's response. All Suppliers are encouraged to frequently check the KCTCS website for additional information at the following link: <https://systemoffice.kctcs.edu/suppliers/opportunities-to-bid.aspx>

KCTCS reserves the right to cancel this Invitation to Bid at any time if it is in the best interest of KCTCS to do so.

### **2.1.8. Costs for Preparing Responses**

Each response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for

developing the response and participating in the procurement process is the sole responsibility of the Supplier. KCTCS will not provide reimbursement for such costs.

### 2.1.9. ADA Guidelines

When applicable (e.g. webpages) the Supplier'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.

## 2.2. Submittal Instructions

Listed below are key action items related to this Invitation to Bid. The Schedule of Events in Section 1.3 identifies the dates and time for these key action items. This portion of the Invitation to Bid provides instructions regarding the process for reviewing the Bid, preparing a response to the Invitation to Bid and submitting a response to the Invitation to Bid.

### 2.2.1. Invitation to Bid Released

The release of this Invitation to Bid is formally communicated through the posting of this Invitation to Bid on the following websites:

<https://systemoffice.kctcs.edu/suppliers/opportunities-to-bid.aspx>

<https://bidlocker.us/a/kctcs/BidLocker>

### 2.2.2. Invitation to Bid Review

The Invitation to Bid consists of the following:

1. This document, and
2. Any and all documents provided by KCTCS as attachments to the Invitation to Bid or links contained within the Invitation to Bid or its attached documents.

Please carefully review all information contained in the Bid, including all documents available as attachments or available through links. Any difficulty accessing the Invitation to Bid or opening provided links or documents should be reported immediately to:

1. The Issuing Officer (See Section 1.4) and
2. **Bid Locker at [info@equityhub.us](mailto:info@equityhub.us).**

### 2.2.3. Submitting a Response

There are two (2 ways) to submit your bid response. (CHOOSE ONLY ONE OPTION)

#### **Option 1 (Electronic): Upload bid packet to Bid Locker.**

Suppliers can complete this bid document and upload it, along with any other pertinent documents, to Bid Locker through a web browser. Click on the following link and then click on the Invitation to Bid #KCT-01419.

<https://bidlocker.us/a/kctcs/BidLocker>

#### **Option 2: Mail or drop off a completed bid packet.**

Suppliers must supply the following number of copies of their bid submission:

- 1 hard copy with original signature; and

Do not bind paper together with an adhesive or mechanism such as a wire, staple, comb, ring or strip.

Sealed Bids will be received in the offices of the Procurement to Payment department **Mondays through Fridays** from 8:00 AM – 4:30 PM EST at the following address:

Kentucky Community and Technical College System

Attn: KCT-01419  
300 North Main Street  
Versailles, Kentucky 40383

All Bids will be time stamped by the KCTCS Procurement to Payment department upon receipt. Bids received after the due date and time will not be evaluated. Bids that are faxed or emailed will be rejected.

### 3. General Business Requirements

This section contains general business requirements. By submitting a response, the Supplier is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the Supplier's submitted pricing.

#### 3.1. Statement of Manufacturer/Dealer Relationship & Letters of Authorization

The Bid response shall include a confirmation of bidder's relationship to either the manufacturer or distributor/dealer, as applicable. Bidder shall check one of the below:

\_\_\_\_\_ **I am the manufacturer for the product line(s) on which I am submitting a bid. If awarded a contract from this Invitation to Bid, it is to be held with the manufacturer.**

\_\_\_\_\_ **I am a dealer or a distributor for the product line(s) on which I am submitting a bid. I am including a Letter of Authorization from the manufacturer showing I am an authorized dealer or distributor for their line.**

#### 3.2. Personal Information Security

To the extent Supplier 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"), Supplier 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 KCTCS' and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying KCTCS of a security breach relating to Personal Information in the possession of Supplier or its agents or sub suppliers 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 Supplier abides by the requirements set forth in that exception; (iv) cooperating with KCTCS 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 Supplier; and (vi) at KCTCS' discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

#### 3.3. Public Information

KCTCS is subject to disclosure obligations under KRS 61.870 through 61.884 or successor legislation. Information clearly marked "confidential" under this agreement shall be treated as information identified by the offeror as confidential, trade secret, commercially sensitive information and shall not be disclosed except as provided by law.

#### 3.4. Governing Law

The contract shall be construed according to the laws of the Commonwealth of Kentucky. Any legal proceedings against KCTCS regarding this Invitation to Bid or any resultant contract shall be brought in Commonwealth of Kentucky administrative or judicial forums.

#### 3.5. Freight

All items shall be shipped FOB Destination. The supplier shall be fully responsible for all items while in transit. Any freight claims will be responsibility of the Supplier. Any foreseen damaged shipments will be rejected by the college and immediate notification give to the Supplier.

### 3.5. Payment

KRS 45.451 to 45.458 require that all bills shall be paid within 30 working days of either the receipt of correct invoice, and receipt of goods or services in satisfactory condition. A penalty payment of 1% per month shall be added to the amount due the supplier for each full or partial month that the payment exceeds 30 working days unless the invoice is in dispute.

### 3.7. Standard Insurance Requirements

Prior to the beginning of the contract, the Supplier will furnish to the Procurement to Payment Department Certificates of Insurance that show it has and will maintain all insurance protection (including products liability insurance) at the Supplier's expense.

Minimum liability coverage must be:

Public Liability -Comprehensive General Owners, Landlords and Tenants

Bodily Injury Liability

Each Person \$1,000,000

Each Occurrence \$1,000,000

Aggregate \$3,000,000

Property Damage Liability \$1,000,000

Products Liability

Each Person \$1,000,000

Each Occurrence \$1,000,000

Automobile Liability

Bodily Injury

Each Person \$1,000,000

Each Occurrence \$1,000,000

Personal Injury Liability

Each Person \$1,000,000

Property Damage Liability \$1,000,000

Worker's Compensation Statutory

Employers Liability \$ 500,000

The Kentucky Community and Technical College System must be named as an additional insured in the policy for Comprehensive General Liability. In the event of failure by the Supplier to maintain, in force, insurance coverage acceptable to KCTCS, KCTCS will have the right to terminate this Agreement immediately upon written notice to the Supplier. Copies of the Insurance Certificates are to be furnished to the KCTCS Procurement to Payment Department. Modification of this requirement must be requested in writing with supporting statements, prior to the time of the Bid submission.

Within ten (10) business days of award, the awarded Supplier must procure the required insurance and provide the KCTCS with two (2) Certificates of Insurance. Please see section 3.1 for more details.

## 4. Form of Proposal Factors

The Invitation to Bid contains the requirements and related services that the Supplier must meet. KCTCS has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. KCTCS will not tailor these needs to fit a particular solution a Supplier may have available; rather, the Suppliers shall propose to meet KCTCS's needs as defined in this Invitation to Bid.

### 4.1. Alternates

Unless otherwise specified, references to brand name or trade name/mark products are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified and are determined by KCTCS to meet its needs in all respects. Alternate equipment proposed by a bidder as equivalent must **substantially meet and/or exceed** the manufacturer's specifications. Each Supplier's response must indicate the brand name and model or series number of the product offered and include

such specifications, catalog pages, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

## 4.2. Equipment/Products

Within this solicitation is the list of equipment/products required. All equipment/products proposed and delivered by the awarded Supplier must be "New and Current Model(s)". No used/refurbished equipment, product 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.

All equipment/products and assemblies of equipment/products offered in response to this Invitation to Bid shall be in full compliance with all current applicable standards established by Federal, State, and Local governments, including, but not limited to OSHA, NFPA 70, NFPA 79, the Kentucky Building Code and all applicable references noted therein.

## 5. Costs/Pricing

### 5.1. General Pricing Rules

Each Supplier is required to submit pricing as part of its response. By submitting a response, the Supplier agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted pricing must include all costs of performing pursuant to the resulting PO; and
2. The Supplier is required to provide net prices. In the event there is discrepancy between a Supplier's unit price and extended price, the unit price shall govern;
3. All product deliveries will be F.O.B. destination and all freight/shipping charges must be included in the quoted cost (no hidden fees); and
4. Responses containing prepayment and/or progress payment requirements may be determined non-responsive; and
5. Responses requiring payment from KCTCS in less than thirty (30) days may be considered non-responsive; and
6. KCTCS is exempt from certain taxes and no provision for such taxes should be included in the Supplier's response.

### 5.2 Cost Structure

It is the intent of KCTCS to structure the cost format in order to facilitate comparison among all Suppliers and foster competition to obtain the best market pricing. Consequently, KCTCS requires that each Supplier's cost be structured as directed in the Invitation to Bid. Additional alternative cost structures will not be considered.

## 6. Award

### 6.1. Method

KCTCS intends to award a contract to the responsive and responsible Supplier(s), based on Best Value, who meets the Terms, Conditions, and Specifications of this Invitation to Bid.

Best Value - Ranking Approach: with the ranking approach, price is one of the measurable criteria components of the solicitation. The measurable criteria are added together to determine the Supplier's total score. The Supplier with the highest score has the highest ranking. Award is made to the Supplier with the highest ranking. If there is only one best value response to the solicitation, the evaluation process will be waived and award will be made to the only responsive, responsible Supplier.

### 6.2. Measurable Criteria

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 MUST 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, 100 points is allocated to the lowest Price criteria for this procurement, Bidder "A" bids \$3.00 as the lowest bidder and receives the maximum 100 points ( $\$3.00 / \$3.00 = 1.00 \times 100 = 100$ ). Assume Bidder "B" is the next lowest bidder at \$4.00, then "B" receives 75 points ( $\$3.00 / \$4.00 = .75 \times 100 = 75$ ).

Method of Breaking Tie Bids:

Tie low bids on the purchase of commodities/services may be broken in the following order if price and delivery are equal.

1. Time discount.
2. KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations. (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
3. Supplier who has performed satisfactorily in the past over supplier who has not previously served the KCTCS or who has not performed in satisfactory manner.
4. Flip of coin, witnessed by at least two KCTCS personnel.

The bid file shall document one or more of the above listed factors.

**6.3. Selection**

KCTCS reserves the right to: (a) reject any and all responses, in whole or in part; (b) request clarifications from Suppliers; and (c) take any other action as permitted by law.

Any contract award resulting from the Invitation to Bid will be made to the lowest, responsive and responsible Supplier meeting all specifications.

**6.4. Consideration**

To be considered for award of a contract, the Supplier must be in good standing with KCTCS System Office regarding past performance. In order to be considered for an award, Supplier cannot have had a contract with KCTCS that was not renewed or terminated early (unless at the Supplier's request) for performance reasons within the previous twelve (12) months (from the Bid opening date on this Bid event).

**6.5. Kentucky Reciprocal Preference Laws**

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, KCTCS 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.

**6.6. Public Award Notice**

The solicitation results will be posted at the link below. No Supplier should assume personal notice of the solicitation results will be provided by KCTCS.

<https://systemoffice.kctcs.edu/suppliers/opportunities-to-bid.aspx>

**7. Contract Terms and Conditions**

The contract that KCTCS expects to award as a result of this Invitation to Bid will be based upon the Bid, the awarded Supplier's final response as accepted by KCTCS and the contract terms and conditions, which terms and conditions can be downloaded from: <https://systemoffice.kctcs.edu/suppliers/terms-conditions.aspx>

The awarded Supplier will be responsible for compliance with all applicable Federal, State and Local Laws, Regulations and Mandates. The awarded Supplier shall ensure that all of its employees comply with these Federal, State and Local Laws, Regulations and Mandates.

### 7.1. Supplier's Terms & Conditions

Responses submitted that include any additional Supplier terms or conditions or contain terms and conditions in conflict with the bid and KCTCS terms and conditions may be deemed non-responsive. Suppliers must refrain from imposing conditions that would modify the terms and conditions of the solicitation or limit the Supplier's liability to KCTCS on the contract awarded on the basis of such Invitation.

Additionally, Suppliers must refrain from electronically modifying the terms within the Invitation to Bid document.

## 8. List of Invitation to Bid Attachments

The following documents make up this Invitation to Bid. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- A. KCTCS Invitation to Bid (this document)

## 9. Supplier Registration

If applicable and upon award, the **AWARDED BIDDER** must register and/or update their information through the KCTCS Supplier Registration Portal so we may obtain your full contact information for ordering and payment.

## 10. Special Terms

The Ultrasound System must provide high-end imaging technologies, including single crystal probe technology that improve the user's accuracy when scanning, making it a more efficient and consistent shared service ultrasound machine. The system also provides better ergonomics by combining ease-of-use with user friendly solutions, resulting in higher quality exams and better patient focus. The mid-high range system features the following key benefits, but is not limited to:

- a. Auto EF (Ejection Fraction)
- b. Single Crystal probes
- c. 4D Live imaging with Smart Face Technology
- d. iWorks
- e. iClear (Speckle Suppression Imaging)
- f. iBeam (Compound Imaging)
- g. Stress Echo
- h. Smart Planes CNS
- i. Smart Track
- j. 3t transducer technology
- k. 21.5-inch or 23.8-inch high resolution color LED monitor
- l. 13.3" Multi-Touch and Gesture Driven LED touchscreen
- m. Tissue Tracking with Quantitative Analysis
- n. Elastography
- o. iNeedle (Needle Visualization Technology)

KCTCS reserves the right to place additional units from this Invitation to Bid up to one (1) year from the date of award at the same pricing. This statement does not guarantee any additional volume.

**Does the Bidder agree:** Yes \_\_\_ No \_\_\_

## 11. Form of Proposal

Bidder must bid on all items to be considered for award. Alternate literature must be included with bid submission if bidding an alternate. Technical specifications include, but are not limited to the following:

| <u>Line</u> | <u>Item #/ Description</u> | <u>Alternate Brand/Model</u> | <u>Qty</u> | <u>Unit Cost</u> | <u>Extended Cost</u> |
|-------------|----------------------------|------------------------------|------------|------------------|----------------------|
|-------------|----------------------------|------------------------------|------------|------------------|----------------------|

|                    |   |  |   |    |    |
|--------------------|---|--|---|----|----|
| 1                  | Main Unit with 4 Active Transducer Connectors<br>21.5" LED Monitor and 13.3" Touch Screen<br>1TB Hard Disk & iStation™ Patient Information Management with Raw Data<br>B/M/Color/Color M/Power/Directional Power Doppler Flow Imaging<br>Pulse Wave Doppler (includes High Pulsed Repetition Frequency)<br>PSH™ (Phase Shift Harmonic Imaging)<br>iBeam™ (Spatial Compounding Imaging)<br>iClear™ (Speckle Suppression Imaging)<br>iTouch™ (Auto Image Optimization)<br>iZoom™ (Full Screen View)<br>Shared Service Calculation Package<br>HR Flow (High Resolution Flow)<br>DVD-RW, HDMI output and USB 3.0 Ports<br>MedSight™ (Support IOS/Android devices, DICOM basic should be configured in ultrasound for IOS devices)<br>MedTouch™(Support Android devices)<br>Left side endocavity Transducer Holder<br>Built-in WiFi Adapter<br>Power Cord<br>DICOM Basic |  | 3 | \$ | \$ |
| 2                  | Convex array transducer, C5-1E<br>Linear array transducer, L9-3E<br>Linear array transducer, L14-5WE<br>Endocavity convex array transducer, V11-3HE   |  | 3 | \$ | \$ |
| 3                  | Black and White Printer   |  | 3 | \$ | \$ |
| 4                  | No less than 5 Year Parts/Labor Warranty  |  |   |    | \$ |
| 5                  | Clinical Training – No less than 1 Day on-site Applications Training  |  |   |    |    |
| 6                  | Shipping - White Glove Delivery to: Owensboro Community and Technical College, 4800 New Hartford Rd, Owensboro, KY, 42303   |  | 3 | \$ | \$ |
| <b>GRAND TOTAL</b> |   |  |   |    | \$ |

**Warranty:** \_\_\_\_\_

**Write in the number of days for delivery from receipt of PO:** \_\_\_\_\_

**12. Business Classification**

This section is for informational purposes.

Select all that apply (does not apply to publicly traded entities).

|   |                          |  |                          |   |
|---|--------------------------|--|--------------------------|---|
| <input type="checkbox"/> <b>Minority Business Enterprise/MBE</b><br>(please choose one sub-classification at right):<br><i>Defined as a business at least 51% owned by one or more African-Americans, Hispanics, Native Americans, Asian Pacific Americans, Asian Indian Americans, and other groups as</i> | <input type="checkbox"/> | <input type="checkbox"/> Hispanic-American | <input type="checkbox"/> | <input type="checkbox"/> African-American |
|   | <input type="checkbox"/> | <input type="checkbox"/> Asian-American    | <input type="checkbox"/> | <input type="checkbox"/> American Indian  |
|   | <input type="checkbox"/> | <input type="checkbox"/> Other (explain):  |                          |   |

|   |   |
|---|---|
| <input type="radio"/> <b>Women-Owned Business Enterprise/WBE</b><br><i>Defined as a business at least 51% owned by one or more women.</i>     | <input type="radio"/> <b>Disadvantaged Business Enterprise/DBE</b><br><i>Defined as a business at least 51% owned by at least one differently-abled, socially, or economically disadvantaged individual as</i>        |
| <input type="radio"/> <b>Veteran Owned Business/VOB</b><br><i>Defined as a business at least 51% owned and operated by a service veteran.</i> | <input type="radio"/> <b>Disadvantaged Veteran Owned Business/DVOB</b><br><i>Defined as a business at least 51% owned and operated by a service veteran with a service-related disability of at least 10 percent.</i> |
| <input type="radio"/> <b>None of the Above</b>  | <input type="radio"/> <b>Other (Explain):</b>   |

**13. Supplier Checklist**

**Supplier Bid Submission Checklist:**

Supplier is responsible for meeting all Bid requirements (including those not listed below):

YES NO : Pg. 1 – Invitation to Bid completed & signed

YES NO : Section 3.1 – If applicable, included authorized dealer/distributor letter

YES NO : Section 6.5 – If applicable, completed forms included if claiming reciprocal preference

YES NO : Per Section 7.1. Supplier did not include their own terms and conditions

YES NO : Section 11, Form of Proposal completed in its entirety – no incomplete sections

YES NO : Supplier meets all requirements throughout the Invitation to Bid