

**Northern Kentucky University  
Procurement Services  
Invitation to Bid # NKU-40-18**



**Invitation to Bid**  
**For**  
**Medication Management Systems**

**January 23, 2018**

**Proposal NO:** NKU-40-18  
**Issue Date:** January 23, 2018  
**Title:** Medication Management System  
**Purchasing Officer:** Jennifer Moeves  
**Phone:** 859.572.5266

**RETURN ORIGINAL COPY OF PROPOSAL TO:**

**Northern Kentucky University  
Procurement Services  
1 Nunn Drive  
617 Lucas Administrative Center  
Highland Heights, KY 41099**

**IMPORTANT: BIDS MUST BE RECEIVED BY: 02/06/2018 BEFORE 2:00 P.M. HIGHLAND HEIGHTS, KY time.**

**NOTICE OF REQUIREMENTS**

1. The University's General Terms and Conditions and Instructions to Bidders, viewable at <http://procurement.nku.edu/policies/terms-and-conditions.html>, apply to this Request for Proposal.
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, may 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 Request for Proposal, 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 the Northern Kentucky University and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 164.390, and
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 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 University 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.

**RECIPROCAL PREFERENCE**

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
  - (a) Is authorized to transact business in the Commonwealth; and
  - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (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.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids

**DEFINITIONS**

As used in KRS 45A.490 to 45A.494: (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and

(2) "Public agency" has the same meaning as in KRS 61.805.

**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. Your signature is acceptance to the Terms and conditions above.

<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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**General Terms and Conditions and Instructions to Proposers:**

<http://procurement.nku.edu/policies/terms-and-conditions.html>

**NOTICE OF ADVERTISEMENT****PROJECT TIMETABLE:**

Invitation for Bid Issued	1/23/2018
Last Day for Questions	1/30/2018 at 12:00 pm EST
<b>BIDS DUE</b>	<b>2/6/2018 at 2:00 PM EST</b>

**SUBMITTAL OF BID:**

The bidder shall submit, by the time and date specified via US Postal Service, courier or other delivery service, its bid response in a **sealed package** addressed to:

**Jennifer Moeves  
Buyer, Procurement Services  
Lucas Administrative Center, Suite 617  
1 Nunn Drive  
Northern Kentucky University  
Highland Heights, KY 41099**

Both inner and outer envelopes/packages should bear respondent's name and address, and clearly marked on package(s) as follows:

**ITB NKU-40-17  
Medication Management Systems**

**SPECIFICATIONS**

Northern Kentucky University is seeking to purchase medication management systems for the new Health Innovation Center. **Please see specifications below.**

**QTY 4 - Medication System (Equal to First Dose #FD-10S-HDML-N1)**

<https://www.mooremedical.com/index.cfm?/FirstDose%E2%84%A2-Medication-Dispensing-System/&PG=CTL&CS=HOM&FN=ProductDetail&PID=34278&spx=1>

Description: First Dose Advanced Medication System. a unique medication management system that prepares nursing students for safely administering unit-dose medications, IVs, and supplies, with the goal of avoiding patient medication errors.

- First Dose, 105 Hi-Density w/liquid unit, First Dose 10-High, High Density
- State-of-the-art hardware and software solution provides realistic training scenarios
- Ideal for managing unit-dose medications
- Keyless Narcotics Drawer
- Integrated all-in-one computing
- Stow-away keyboard
- Each unit includes:
  - First Dose License Fee # FD-SLF-365C
  - Medication Disposal Assembly, First Dose # 12927
  - Avalo AC 24 Cell Divider Kit 3", 5V, 20H #12556

- Scanner, Motorola Symbol, LS2208 w/stand #18188
- Prox reader kit, pcprox plus, First Dose #12995
- Prox Card, HID #600076
- First Dose Equipment Support Annual Fee #C-FD-Equip-AP

**Special Conditions to Proposers**

**QUESTIONS AND REQUESTS FOR INFORMATION**

Information relative to this project obtained from other sources, including other university administration, faculty or staff may not be accurate, will not be considered binding and could adversely affect the potential for selection of your bid. All requests for information, questions or comments relative to this project should be directed, in writing to:

**Ryan Straus**  
**Bid Specialist, Procurement Services**  
**Lucas Administrative Center, Suite 617**  
**Northern Kentucky University**  
**Highland Heights, KY 41099**  
[Strausr2@nku.edu](mailto:Strausr2@nku.edu)

**GENERAL TERMS AND CONDITIONS TO PROPOSERS:**

The general terms and conditions linked below shall be applicable to this Bid and take precedence over any Contractor terms and conditions:

<http://procurement.nku.edu/policies/terms-and-conditions.html>

**GOVERNING LAW:**

Proposers 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 Project Site 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 Franklin Circuit Court in Accordance with KRS 45A-245.

**TOBACCO FREE CAMPUS**

Effective January 1st, 2014, NKU will be a tobacco free campus. The use of all tobacco products shall be prohibited in all campus buildings and outside areas on campus.

**STATUTORY AUTHORITY**

Selection of firms to provide professional services to Northern Kentucky University are governed by the provisions of the Kentucky Revised Statutes, KRS 45A.085, <http://www.lrc.ky.gov/KRS/045A00/085.PDF>

**FOREIGN CORPORATIONS**

Foreign corporations are defined as corporations that are organized under laws other than the laws of the commonwealth of Kentucky. Foreign corporations doing business within the commonwealth of Kentucky are required to be registered with the Secretary of State, New Capitol Building, Frankfort, Kentucky and must be in good standing.

The Foreign Corporate Proposer, if not registered with the Secretary of State at the time of the bid submittal, shall be required to become registered and be declared in good standing prior to the issuance or receipt of a contract.

**DOMESTIC CORPORATIONS**

Domestic corporations are required to be in good standing

**BID BONDS:**

A 5% bid bond is required with submission of this ITB.

**COMPLETION DATES**

It is understood and agreed that time is of the essence. The Contractor will efficiently, diligently, and expeditiously conduct the work in a manner that will satisfy compliance with approved project schedules and completion by the completion date appearing in the body of this bid.

**EXAMINATION OF CONTRACT**

Each vendor shall also thoroughly examine and become familiar with the specifications and associated contract documents. By submitting a bid, the vendor agrees that they have carefully examined the specifications and have thereupon decided that from their own investigation Contractor has satisfied themselves as to the nature and location of work, the general and local conditions and all matters which may in any way affect the work or its performance and that as a result of such examination and investigation, vendor fully understands the intent and purpose of the documents and conditions of the bidding. Claims for additional compensation and/or extension of time because of the vendor's failure to follow the foregoing procedure and to familiarize themselves with the Contract Documents and all conditions which might affect work will not be allowed.

**FIELD VERIFICATION**

It is the Vendor's responsibility to verify all measurements.

**CANCELLATION**

The resulting contract from this ITB may be cancelled by the University for non-compliance with the terms and conditions of any part of the agreement.

**TERMINATION FOR CONVENIENCE**

Northern Kentucky University reserves the right to terminate the resulting contract without cause with a 30-day written notice. Upon receipt by the Contractor of "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 "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

**INSURANCE**

If awarded, bidder / proposer must provide NKU with an insurance certificate listing NKU as a certificate holder and additionally insured.

**Northern Kentucky University  
617 Lucas Administrative Center  
1 Nunn Drive  
Highland Heights, KY 41099**

The Contractor shall furnish the University the Certificates of Insurance and guarantee the maintenance of such coverage during the term of the contract. The Contractor shall provide an original policy endorsement of its CGL insurance naming Northern Kentucky University and the directors, officers, trustees, and employees of the University as additional insured on a primary and non-contributory basis as their interest appears. Additionally, the Contractor shall provide an original policy endorsement for Waiver of subrogation in favor of the Northern Kentucky University its directors, officers, trustees, and employees as additional insured.

**Our basic insurance requirements are:**

Workers' Compensation insurance with Kentucky's statutory limits and Employers' Liability insurance with at least \$100,000 limits of liability.

Comprehensive General Liability (CGL) Insurance the limits of liability shall not be less than \$500,000 each occurrence for bodily injury and \$250,000 property damage.

Comprehensive Automobile Liability Insurance: To cover all owned, hired, leased or non-owned vehicles used on the Project. Coverage shall be for all vehicles including off the road tractors, cranes and rigging equipment and include pollution liability from vehicle upset or overturn. Policy limits shall not be less than \$500,000 for bodily injury and \$100,000 for property damage.

Excess liability insurance in an umbrella form for excess coverages shall have a minimum of \$1,000,000 combined single limits for bodily injury and property damage for each.



**REFERENCES**

**Bidder Qualifications:** The bidder is required to submit a list of completed projects where he has performed similar work to that specified herein.

**Organization:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Date Work Completed:** \_\_\_\_\_ **Value of Contract:** \_\_\_\_\_  
**Project Manager assigned to this project:** \_\_\_\_\_  
**Brief Project Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Organization:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Date Work Completed:** \_\_\_\_\_ **Value of Contract:** \_\_\_\_\_  
**Project Manager assigned to this project:** \_\_\_\_\_  
**Brief Project Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Organization:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Date Work Completed:** \_\_\_\_\_ **Value of Contract:** \_\_\_\_\_  
**Project Manager assigned to this project:** \_\_\_\_\_  
**Brief Project Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **Bid Bond**

5% of Contract Price

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_ (here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and \_\_\_\_\_ (here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Kentucky as Surety, hereinafter called Surety, are held and firmly bound unto **Northern Kentucky University** as Obligee, hereinafter called Obligee, in the sum of :

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
representing 5% of the Principal's total bid price and for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for \_\_\_\_\_ (Here insert full name, address and description of project)

NOW THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified, or if no period is specified, within 45 days after its opening, and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bid or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bonds or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this day of \_\_\_\_\_ 2018

(Principal)	(Seal)
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\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

(Surety)	(Seal)
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\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

***THIS DOCUMENT MUST BE NOTORIZED***

**This is only an example. Other forms may be used.**

**FORM OF PROPOSAL**

**BID**

The Bidder agrees to furnish all materials, supplies, and services required to perform this contract in a professional manner. These services to be provided in accordance with Specifications and Contract Documents, and any duly issued Addenda for the **BID** set forth below:

Item	QTY	Unit Price	Extended Price
First Dose Advanced Medication Management System	4		Please enter below

**Extended Price (4 Units):**

\_\_\_\_\_ Dollars \_\_\_\_\_ Cents  
(USE WORDS) (USE WORDS)

\$ \_\_\_\_\_  
(USE NUMBERS)

This offer is for, at minimum, \_\_\_\_\_ calendar days from the date this offer is opened. In submitting the above it is expressly agreed that upon proper acceptance by Northern Kentucky University of any or all items offered, a contract shall thereby be created with respect to the items accepted.

THIS BID SUBMITTED BY:

\_\_\_\_\_  
(Name and Address of Bidder)

DATE: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_

**NOTE:** *The Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest must be properly executed for this Bid to be valid.*

*This Bidder, in compliance with this Request for Bid, and having carefully examined the complete contract documents, as well as the specifications for the work as prepared by Northern Kentucky University, hereby proposes to furnish all labor, supervision, materials, supplies and services required to perform the specifics of the Contract Documents, within the time set forth herein and for the final negotiated price.*

The Bidder, hereby acknowledges receipt of the following Addenda:

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM NO. \_\_\_\_\_ DATE \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM NO. \_\_\_\_\_ DATE \_\_\_\_\_