



Kentucky Horse Racing and Gaming SOLICITATION

Modification:

Version #:

TITLE:	Invitation for Bid for Medical and Lasix Supplies
SOLICITATION NUMBER:	IFB-2026-002

Date Issued:	September 29, 2026	Solicitation Closes
Record Date:	September 29, 2026	Date: October 20, 2026
		Time: 12:00 p.m. EST

For Information Call:	Bid Receiving Location:
Dr. George Mundy (859) 621-0390	Kentucky Horse Racing and Gaming 4047 Iron Works Parkway Lexington, KY 40511
Email Submission Accepted? Yes	Email: George.Mundy@ky.gov

VENDOR INFORMATION			
Vendor Name:			
Phone Number:		Fax Number:	
Email Address:			
ORDERING		PAYMENT	
Address:		Address:	
City, State, Zip:		City, State, Zip:	
Contact Name:		Contact Name:	
Contact Email:		Contact Email:	
Contact Phone:		Contact Phone:	
Ownership Type: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Other _____			

SIGNATURE OF AUTHORIZED AGENT IS REQUIRED. FAILURE TO SIGN SHALL RENDER THE BID INVALID.

Signature _____ Date _____

FEIN # _____

All offers subject to all terms and conditions contained in this solicitation.



Kentucky Horse Racing and Gaming PROPOSAL SUBMISSION CHECKLIST

The vendor **MUST** include the following with the proposal submission. If the items below are not submitted with the proposal submission, the KHRG **MUST** deem the proposal non-responsive and SHALL NOT consider for award.

- Signed and completed Solicitation
- Signed Proposal Certification – Section 48.1
- Completed Offeror Contact Information – Section 48.2
- Proposal under sealed cover and by the closing date

KHRG defines “sealed” as “a closure that must be broken to be opened and that thus reveals tampering” (Merriam-Webster Dictionary, <https://www.merriam-webster.com/dictionary/seal>)

The following items **MUST** be submitted prior to award.

- Proof of registration with Secretary of State by a foreign entity

INVITATION FOR BIDS FOR MEDICAL AND LASIX SUPPLIES

Kentucky Horse Racing and Gaming Medical and Lasix Supplies IFB IFB-2026-002

This document constitutes an Invitation for Bids for a Personal Service Contract from qualified individuals and organizations to furnish those supplies and/or services as described herein for Kentucky Horse Racing and Gaming (KHRG), an independent, de jure municipal corporation and political subdivision of the Commonwealth of Kentucky. KHRG regulates all forms of live horse racing, pari-mutuel wagering, sports wagering, breed integrity and development, charitable gaming, fixed-odds wagering and fantasy sports.

Offerors are advised that any personal service contract resulting from this IFB must comply with all applicable provisions of KRS 230.225 and KRS 45A prior to becoming effective.

A contract, based on this IFB, may or may not be awarded. Any contract award from this IFB is invalid until properly approved by the President and CEO, KHRG Finance Committee, and/or KHRG Board of Directors, executed by the President and CEO, and filed with the Legislative Research Commission, Government Contract Review Committee.

1.00 Purpose and Background

The purpose of this solicitation is to request vendor responses to provide these items under contract to KHRG as needed.

2.00 Bid Specifications

KHRG is seeking medical and Lasix supplies outlined in the attached Bid Price Sheet (Attachment A). Requirements that include the words “shall”, “will”, “must” indicate a mandatory requirement.

3.00 General

This solicitation specifies requested items. It is not the intention of this solicitation to eliminate vendors or manufacturers of similar or equal equipment of the types specified. It should be noted, however, that these requested items are written around specific needs of KHRG. KHRG reserves the right to consider bids non-responsive if they do not comply with the specifications contained herein.

Utilization of this contract shall be determined on an “as needed” basis, thus the vendor is not guaranteed to receive any compensation pursuant to this contract and any work performed thereunder shall be performed following a request from KHRG.

Warrants of Vendor – The Vendor warrants that it has neither retained nor employed any company or person, other than a bona fide employee working solely for the Vendor, to solicit or secure the contractual agreement and that it has neither paid nor agreed to pay any company or person, other than a bona fide employee working solely for the Vendor, any fee, commission, percent, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the contractual agreement. For breach or violation of this warranty, KHRG shall have the right to annul any contractual agreement without liability or, at its discretion, to deduct from the contract price on consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The Vendor certifies that it shall not at any time release or divulge any information concerning the services covered by the contractual agreement to any person or any public or private organization without prior approval of KHRG.

4.00 Initial Contract Period

The contract established from this solicitation shall be for the initial period of one (1) year from the date of award.

5.00 Renewal Clause – Optional Renewal Period

This contract may be extended at the completion of the initial contract period for four (4) additional one-year periods. This extension must have written approval by all parties. If the contract resulting from this solicitation provides for an optional renewal period, KHRG reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

6.00 Exceptions to Specifications

Vendors are cautioned that changes made to the solicitation other than in the designated fields for response shall render the response invalid and result in a non-responsive bid. Otherwise, it will be considered that items/services offered are in strict compliance with these specifications, and the successful bidder shall be held responsible for delivering materials/services that meet these specifications. Any exceptions shall be marked as such within the body of the bid and explained on a separate page. KHRG is not bound to accept any exceptions.

7.00 Alternate Brands/Specifications – PREFERRED BRANDS ARE LISTED

Unless otherwise specified, brands and specifications referenced in this solicitation are meant to establish a minimum standard of quality only. Bidders may bid brands/specifications they consider to be equal by specifying the brand(s)/specifications and inserting the brand name(s), model number(s), etc. on which they are bidding. Bids offering “equal” products/specifications will be considered for award if such products are clearly identified in the bid and are determined by KHRG to meet or exceed fully the minimum essential specifications and salient characteristics referenced in the Solicitation. Bids that contain products/specifications that fail to meet the minimum essential requirements shall be deemed non-responsive.

Bidders who propose alternate brands/specifications should enclose descriptive literature with their bids so that the equality can be verified. Failure to enclose sufficient literature may result in a non-responsive bid. If the brands are not changed, the contract will be written accordingly, and the successful bidder shall be required to deliver the brands/specifications stated in the solicitation.

8.00 Recycle Requirements

Prospective bidders are required to comply with Recycle Requirements for the purchase of goods, supplies, equipment, materials and printing with a minimum recycled content to the extent practicable per 200 KAR 5:330.

9.00 Point of Contact

The KHRG Point of Contact named below shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular mail, express mail or electronic mail), concerning this procurement shall be addressed to:

Dr. George Mundy
Kentucky Horse Racing and Gaming Corporation
4047 Iron Works Parkway, Lexington, KY 40511
(859) 621-0390
George.Mundy@ky.gov

From the issue date of this IFB until a vendor(s) is selected and the selection is announced, Offerors shall not communicate with any other KHRG staff concerning this IFB.

10.00 Questions Regarding this IFB

Questions must be submitted in writing to the KHRG Point of Contact. KHRG will respond to salient questions in writing by issuing an Addendum to the Solicitation. The Addendum shall be posted to the KHRG web page and the Finance and Administration Cabinet's eProcurement website.

11.00 Solicitation Submission Requirements

A. Disposition of Proposals

All proposals become the property of KHRG. The successful proposal shall be incorporated into the resulting contract by reference.

B. Rules for Withdrawal of Proposals

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a signed written request for its withdrawal to the KHRG Point of Contact.

C. Submission of IFB Response

Each qualified vendor shall submit only one (1) proposal. Alternate proposals shall not be allowed. Failure to submit as specified shall result in a non-responsive proposal.

The vendor should complete the **"Vendor" box** on the face of the solicitation. An authorized representative of the vendor **shall sign** where indicated on the face of the solicitation. **If the solicitation is not signed the proposal shall be deemed non-responsive.**

Any Addenda or instructions issued by the KHRG Point of Contact prior to the proposal deadline shall become part of this IFB. Such addenda shall be acknowledged in the Proposal. No instructions or changes shall be binding unless documented by a properly issued addendum. It is the vendor's responsibility to check the web site for any modifications to this solicitation.

Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. Late bid proposals are ineligible for consideration.

KHRG is exempt from paying sales or use taxes in Kentucky, except on those items and/or purchase transactions that are specifically exempted by law.

Costs for developing the proposals are solely the responsibility of the Offeror(s). A proposal shall not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other offeror or with any competitor. In addition, the offeror is prohibited from making multiple proposals in a different form.

D. Format and Submission of IFB Response

Proposals shall be submitted to the KHRG Point of Contact listed in the solicitation and included on the cover page of the IFB. Proposals shall be submitted by the IFB Closing Date and Time (both are identified on the cover page of this IFB). All proposals shall remain valid for a minimum of six (6) months after the proposal due date.

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN 12 NOON EST ON OCTOBER 20, 2026.

ANY PROPOSAL RECEIVED AFTER THE CLOSING DATE AND TIME SHALL BE REJECTED.

Completed and Signed Solicitation and Addenda – An authorized representative **MUST** complete and sign the Solicitation form and include the following when submitting the Proposal:

- a. “Vendor” box and “Payment” box should be completed.
- b. Vendor shall indicate ownership type.
- c. Vendor shall provide “FEIN” if applicable.
- d. Vendor shall provide date the form is completed and signed.
- e. Signed face of the most recent Addenda, if applicable.

Proposals may be submitted either by hard/paper copy or electronically as outlined below.

Hard/Paper Copy Proposals Submissions

Proposal shall be submitted to the KHRG Point of Contact, should include the completed Cost Form/Bid Sheet (Attachment A) with any attachments and submit one (1) original hard/paper copy and one (1) thumb/flash drives (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos. The outside cover of the sealed package containing the proposal shall be marked:

MEDICAL AND LASIX SUPPLIES IFB
IFB-2026-002
PRICE PROPOSAL FOR KHRG
VENDOR NAME
CLOSING DATE AND TIME

Electronic Proposals Submissions

All bidders are cautioned to begin their electronic submission in sufficient time to complete before the closing date and time. Delays due to technical difficulties or document upload impediments shall not be justification for acceptance of a late bid or proposal. Proposals shall be submitted as one document attachment. Do not submit multiple document attachments. All files shall be labeled accordingly. Attachments may not exceed 65,000KB. Proposals must be submitted electronically via email to the KHRG Point of Contact with the subject line as follows: **“IFB-2026-002 Price – Vendor Name”** and include one (1) document marked **Price – Vendor Name** (in Microsoft Word, Microsoft Excel or PDF format ONLY) attached. Do not include embedded documents, hyperlinks or hyperlinks to videos.

12.00 Acknowledgment of Addenda

It is the vendor's responsibility to check the web site for any modifications to this solicitation. Vendors are encouraged to acknowledge each addendum by signing and submitting the latest addendum with their response. However, signing the face of the solicitation as indicated above constitutes the vendor's acknowledgement of and agreement to be bound by the terms of all addenda issued.

Failure to specifically acknowledge addenda will not excuse the vendor from adhering to all changes to the requirements of the solicitation set forth therein nor provide justification for any pricing changes.

13.00 Method of Award

Best Value-Ranking Approach

KHRG shall conduct a comprehensive, fair, and impartial evaluation of all proposals. KHRG may reject any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies. KHRG reserves the right to reject all proposals. KHRG intends to award a contract to the vendor, whose offer, conforming to the solicitation, is the most advantageous on the basis of “best value” for all products, services, and requirements contained here.

An evaluation committee, or designated individual, will evaluate the information provided by the vendor in response to the established measurable criteria contained in this solicitation.

Criteria	Maximum Points Possible
Price – The bidder with the lowest Price receives the maximum score. The bidder with the next lowest Price receives points by dividing the lowest Price by the next lowest price and multiplying that percentage by the available points. For example, 90 points is allocated to the lowest Price criteria for this procurement, bidder “A” bids \$3.00 as the lowest bidder and receives the maximum 90 points ($\$3.00 / \$3.00 = 1.00 \times 90 = 90$). Assume bidder “B” is the next lowest bidder at \$4.00, then “B” receives 67.5 points ($\$3.00 / \$4.00 = .75 \times 90 = 67.5$).	90 points
Delivery – The bidder shall clearly state the delivery time for this procurement. Delivery time must be specific and such phrases as, “as required”, “as soon as possible”, or “prompt” have no meaning and may result in a non-responsive bid. The bidder with the lowest amount of delivery days (working days) receives the maximum score. The bidder with the next lowest amount of delivery days receives points by dividing the lowest amount of delivery days by the next lowest amount of delivery days and multiplying that percentage by the available points. For example, 10 points is allocated to the lowest amount of delivery days criteria for this procurement, bidder “A” bids 10 working days as the lowest bidder and receives the maximum 10 points ($10 / 10 = 1.00 \times 10 = 10$). Assume bidder “B” is the next lowest bidder at 20 working days, then “B” receives 5 points ($10 / 20 = .5 \times 10 = 5$).	10 points
MAXIMUM POINTS POSSIBLE	100 points

The vendor agrees that when delivery is not made within the contracted due date, one percent (1%) per day shall be deducted from the vendor's invoice for each day the vendor fails to meet the contracted delivery date.

Each vendor is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each vendor the maximum score based on the available data submitted by the Vendor.

A bidder shall submit one (1) response to a solicitation and shall not propose more than one (1) model/brand for each item listed in the solicitation, except for requested tier pricing. Multiple or alternate bids offering more than one (1) bid price in total or by line item shall be rejected.

Vendors responding with the minimum Best Value requirements in this solicitation shall not be credited with Best Value points. Vendors responding with greater than the minimum requirements shall receive Best Value points. Failure to provide adequate information will impact the evaluated points awarded to the vendor.

14.00 Tax Exempt Status

Do not include Federal Excise Tax, Kentucky Sales or Use Tax in prices quoted in response to this solicitation.

15.00 Schedule of IFB Activities

The following schedule presents the major activities associated with the IFB distribution, written questions and proposal submission. KHRG reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

Release of IFB	09/29/2026
Written Questions due by: 12:00 PM	10/6/2026
Anticipated KHRG Response to Written Questions	10/13/2026
Proposals Due by: 12:00 PM	10/20/2026
*NOTE: ALL TIME REFERENCES ARE TO THE EASTERN TIME ZONE.	

16.00 Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the contract resulting from this solicitation shall remain firm for the contract period subject to the following:

- A. Price Increases: A price increase shall not occur during the first twelve (12) months of the contract. A vendor may request a price increase after twelve (12) months of the contract, which may be granted or denied by KHRG. Any such price increase shall be based on industry-wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. KHRG may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by KHRG. Provided, however, that the vendor must continue service, at the contract prices, until a new contract can be established (usually within sixty (60) days).
- B. Price Decreases: The contract price shall be reduced to reflect any industry-wide price decreases. The contract holder is required to furnish KHRG with notice of any price decreases as soon as such decreases are available.
- C. Extended Contract Periods: If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

17.00 Vendor Terms and Conditions

Solicitation or quotation forms that include terms and conditions not in conformity with the terms and conditions of this solicitation or the Statutes of the Commonwealth of Kentucky may be deemed non-responsive.

KHRG shall not be bound by any part(s) of the bidder's response to this solicitation that contains information, options, conditions, terms, or prices neither requested nor required in the solicitation. In the event of any conflicts between the specifications, terms and conditions indicated by KHRG and those indicated by the contractor, those of KHRG take precedence. The contract supersedes all bids or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

18.00 Post Contract Agreements

The resulting contract shall constitute the entire agreement between KHRG and awarded contractor. Unless contractually provided, **KHRG will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a contract resulting from this solicitation or offer.** Any such documents so obtained will be non-binding on KHRG and will be cause for breach of contract.

19.00 Equipment

Not Applicable

20.00 Quantity Basis of Contract – Estimated Quantities

Any and all quantities mentioned in this solicitation are purely estimates and are not to be implied nor inferred as guarantees. KHRG is obligated to buy only that quantity needed during the term of the contract. Requirements may exceed the quantities shown and the contractor will be required to furnish all requirements shown on Delivery Orders dated during the life of the contract.

21.00 Manuals and Distribution of Literature

Not Applicable

22.00 Vendor's Report

The vendor(s) may be asked to furnish KHRG a report showing volume which has been sold to KHRG each six (6) months of the contract period. This report may be the vendor's computer printout sheet or form. This shall apply to all items which are to become a part of this contract. This report must reference usage by brief description, product number or other format designated by KHRG.

23.00 FOB Basis of Shipment – Vendor Responsible

Quotations of unit prices on this solicitation shall be **F.O.B. Destination Freight Prepaid and Allowed**. The vendor shall be fully responsible for all shipments and freight charges involved to KHRG.

24.00 Cancellation Clause – 30 Days Notice

KHRG may cancel the contract established from this solicitation by giving written notice thirty (30) days prior to effective cancellation date. In the event such action is taken, the contract shall be null and void upon receipt of a Notification of Contract Cancellation from KHRG canceling the contract.

25.00 Exception to Required Use of Contract

The establishment of this contract is not intended to preclude the use of similar products when requested by KHRG. KHRG reserves the right to contract for large requirements by using a separate solicitation.

26.00 Service Performance

All services performed under this contract, if applicable, shall be in accordance with the terms and provisions of the contract. It will be KHRG's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between KHRG and the Contractor is that of client and independent contractor. No agent, employee, or servant of the contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of KHRG for any reason. The contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this contract.

Major deviations of services performed will not be made without the written approval of KHRG. Problems that arise under any aspect of performance should first be resolved between the vendor and KHRG Point of Contact for day to day operations. Either party should refer in writing any such problems and/or disagreements that cannot be resolved to KHRG Legal Department for settlement.

27.00 Addition or Deletion of Items or Services

KHRG reserves the right to add new and similar items, with the consent of the vendor, to any contract awarded from this solicitation. KHRG will issue a contract Amendment or Modification to effect this change. Until such time as the vendor receives a contract Amendment or Modification, the vendor shall not accept Delivery Orders referencing such items or services.

28.00 Agreement between Parties

By submitting a bid, the bidder acknowledges and agrees to be bound by the terms and conditions of the solicitation.

The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this solicitation. It is further agreed between the parties, that any valid modification of contractual agreement must be formalized by issuance of a Contract Modification from KHRG.

Purchase or Sales Agreements, supplied by the bidder making an offer, in reply to the solicitation, will not be accepted. The only terms and conditions acceptable to KHRG are as outlined in the solicitation. Bids not conforming will be considered as non-responsive.

29.00 Governmental Restrictions

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to delivery, it shall be the responsibility of the successful bidder to notify KHRG in writing, indicating the specific regulation which requires such alterations. KHRG reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

30.00 Payments

The vendor shall be paid, upon the submission of proper invoices to KHRG at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice.

31.00 Inspection

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

32.00 Subcontracts

The contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The contractor shall be solely responsible for performance of the entire contract whether or not subcontractors are used. KHRG shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor.

All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

33.00 Subcontracts Federal Tax Exempt Purchases by KHRG

Contracts Direct With Manufacturer: In the event a manufacturer bids direct and is awarded a contract, KHRG shall request the contractor to furnish evidence of registration with the U.S. Internal Revenue Service. This registration shall be in accordance with the "Temporary Rules, 1958 Excise Tax Act". After such registration, individual Excise Tax Exemption Certificates are not necessary on each individual order issued against the contract by KHRG. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Contract With Other Than Manufacturer: If successful bidder is other than the manufacturer, KHRG will furnish a Tax Exemption Certificate with each individual order issued against this contract. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

34.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to KHRG projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

35.00 Governing Law

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against KHRG on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Fayette Circuit Court, Fayette County, Kentucky.

36.00 Protest

KHRG's President and CEO, or his/her designee, shall have authority to determine protests and other controversies of actual or prospective offerors in connection with the solicitations or selection for award of a contract.

37.00 Access to Records

KHRG certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that KHRG shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

38.00 Registration with the Secretary of State by a Foreign Entity

KHRG shall not award a contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response.

39.00 Accessibility

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 504 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. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

40.00 Funding Limitations

If any or all responses received exceed the amount of funding available, KHRG reserves the right to cancel this IFB.

41.00 Disclosure of Violation of Statutes

Contractors are required to reveal final determinations of violation of certain statutes incurred within the last five (5) years and be in continuous compliance with those statutes during the contract. Where applicable, the vendor is required to complete and submit Report of Prior Violations of Tax and Employment Laws.

42.00 Discrimination

(Effective April 8, 2015) Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the University may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the

Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

43.00 Certification Regarding Debarment and Suspension

In accordance with Federal Acquisition Regulation 52.209-5, the Offeror shall certify, by signing the Solicitation, that to the best of its knowledge and belief, the Offeror and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency.

For the purposes of this certification, "Principals", means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions.

44.00 Rules of Procurement

To facilitate this procurement, this IFB complies with KHRG's Procurement Policies, which are not inconsistent with KRS 45A. All bids will be evaluated based upon the requirements, terms, conditions, and specifications set forth in the IFB. An evaluation committee may be established to evaluate the proposals.

45.00 Right to Reject/Waiver of Minor Irregularities

KHRG reserves the right at its discretion to reject any and all offers. KHRG also reserves the right at its discretion to waive informalities and minor irregularities in offers received.

46.00 Preferences for the Department of Corrections, Division of Prison Industries and the Kentucky Industries for the Blind

Pursuant to KRS 45A.470, political subdivisions of this state shall, when purchasing commodities or services, give first preference to the products made by the Department of Corrections, Division of Prison Industries, as required by [KRS 197.210](#). Second preference shall be given to any products produced by Kentucky Industries for the Blind, Incorporated, or any other nonprofit corporation that furthers the purposes of KRS Chapter 163, and agencies of individuals with severe disabilities as described in [KRS 45A.465](#).

47.00 Notification of Award

To view the award of contract(s), including the contractor(s) receiving the award(s) for this solicitation, access the KHRG website at <https://khrc.ky.gov>.

ALL PROVISIONS OF THIS SOLICITATION SHALL BE PART OF ANY RESULTING CONTRACT.

48.1 PROPOSAL CERTIFICATION

By submitting the Proposal in response to this Solicitation and signing below, the Offeror hereby certifies as follows:

- A. The person signing has the authority to sign on behalf of the Offeror.
- B. The Offeror agrees to be bound by all the terms and conditions of this Solicitation, except for any terms and conditions for which an exception was taken and identified in the Proposal.

Offeror Name _____

By _____

Title of Person signing: _____

(If Offeror is a Corporation, the President or Vice President must sign. If Offeror is a partnership, a general partner must sign. If Offeror is a limited liability corporation, the manager or the owner of a beneficial interest must sign.)

48.2 OFFEROR CONTACT INFORMATION

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

ATTACHMENT A - BID PRICE SHEET**IFB-2026-002****Medical and Lasix Supplies IFB**

Vendor Name: _____

ENTER PROPOSED ALTERNATE BRAND NAME, PRODUCT PACKAGING AND PRICES ONLY**ANY MODIFICATIONS TO THIS FORM MAY RESULT IN REJECTION OF BID OFFER - DO NOT ATTACH A SEPARATE QUOTE****VENDOR SHALL COMPLETE ALL HIGHLIGHTED COLUMNS**

Line	Commodity (preferred brand listed)	Alternate Brand Name *	Product Packaging	Approximate Annual Usage	QTY	Unit Cost, includes Delivery	Unit of	Total Cost
1	Alcohol 70% Isopropyl (32 oz)			52	1	\$	EACH	\$
2	Alcohol 70% Isopropyl (gallon)			84	1	\$	EACH	\$
3	Cotton Roll Non Sterile (1 lb)			12	1	\$	EACH	\$
4	D-128 Germicidal Disinfect Solution (1 gallon with pump)			11	1	\$	EACH	\$
5	Datamars Petlink Compact Universal Scanner			3	1	\$	EACH	\$
6	Dolorex Butorphanol (10 mg/ml, 50 ml)			1	1	\$	EACH	\$
7	Dormosedan Injection (10 mg/ml, 20 ml)			9	1	\$	EACH	\$
8	Epinephrine Injection (1 mg/ml, 50 ml)			3	1	\$	EACH	\$
9	Euthasol Solution Vial (390 mg/ml, 100 ml)			60	1	\$	EACH	\$
10	Flexwrap EZ Tear 4" Black 18S			2	1	\$	EACH	\$
11	Ketamine Vial (100mg/ml, 10 ml)			12	1	\$	EACH	\$
12	Midazolam (5mg/ml) 25 x 1 ml vials			1	1	\$	EACH	\$
13	Tri Bevel Rigid Needle - 20 gauge x 1.5" (100/pkg)			5	1	\$	EACH	\$
14	Airtite Vet Nonsilic Needle - 19 gauge x 1.5" (100/pkg)			10	1	\$	EACH	\$
15	Blood Collect Needle - 20 gauge x 1.5" Multi (100/pkg)			1	1	\$	EACH	\$
16	Disposable Needle - 20 gauge x 1.5" Poly Hard (100/pkg)			1	1	\$	EACH	\$

Vendor Name: _____

ENTER PROPOSED ALTERNATE BRAND NAME, PRODUCT PACKAGING AND PRICES ONLY
ANY MODIFICATIONS TO THIS FORM MAY RESULT IN REJECTION OF BID OFFER - DO NOT ATTACH A SEPARATE QUOTE
VENDOR SHALL COMPLETE ALL HIGHLIGHTED COLUMNS

Line	Commodity (preferred brand listed)	Alternate Brand Name *	Product Packaging	Approximate Annual Usage	QTY	Unit Cost, includes Delivery	Unit of	Total Cost
17	Monoject Needle - 20 gauge x 1.5" (100/pkg)			406	1	\$	EACH	\$
18	Monoject Needle - 14 gauge x 1.5" (100/pkg)			3	1	\$	EACH	\$
19	Monoject Needle - 18 gauge x 1.5" (100/pkg)			1	1	\$	EACH	\$
20	Phenylbutazone 20% Injection Vial (100 ml)			1	1	\$	EACH	\$
21	Rompun (Xylazine) Injectable Vial (100 mg/ml, 50 ml)			2	1	\$	EACH	\$
22	Salix Injectable 5% Vial (50 ml)			2,500	1	\$	EACH	\$
23	Syringe 12 cc Luer Lock Rigid Pack (80/pkg)			14	1	\$	EACH	\$
24	Syringe 6 cc Luer Lock Rigid Pack (50/pkg)			100	1	\$	EACH	\$
25	Syringe Exel 5-6 cc Luer Lock (100/pkg)			60	1	\$	EACH	\$
26	Syringe Ideal 12 cc Luer Lock Soft Pack (100/pkg)			1	1	\$	EACH	\$
27	Syringe Ideal 60 cc Luer Slip Soft Pack (25/pkg)			1	1	\$	EACH	\$
28	Syringe Ideal 6 cc Luer Lock Hard Pack (50/pkg)			170	1	\$	EACH	\$
29	Monoject Syringe 12 cc Luer Lock (80/pkg)			40	1	\$	EACH	\$
30	Monoject Syringe 3 cc Luer Lock 20 gauge x 1.5" (100/pkg)			3	1	\$	EACH	\$
31	Monoject Syringe 60 cc Luer Lock (20/pkg)			2	1	\$	EACH	\$
32	Monoject Syringe 6 cc Luer Lock 20 gauge x 1.5" (50/pkg)			180	1	\$	EACH	\$

Vendor Name: _____

ENTER PROPOSED ALTERNATE BRAND NAME, PRODUCT PACKAGING AND PRICES ONLY
ANY MODIFICATIONS TO THIS FORM MAY RESULT IN REJECTION OF BID OFFER - DO NOT ATTACH A SEPARATE QUOTE
VENDOR SHALL COMPLETE ALL HIGHLIGHTED COLUMNS

Line	Commodity (preferred brand listed)	Alternate Brand Name *	Product Packaging	Approximate Annual Usage	QTY	Unit Cost, includes Delivery	Unit of	Total Cost
33	Monoject Syringe 6 cc Luer Lock (50/pkg)			270	1	\$	EACH	\$
34	Syringe Terumo 10 cc Luer Lock (100/pkg)			2	1	\$	EACH	\$
35	Syringe Terumo 10 cc Luer Slip (100/pkg)			20	1	\$	EACH	\$
36	Elastikon Elastic Tape 4" x 2.5 yards (6/pkg)			1	1	\$	EACH	\$
37	Telazol Vials (100mg/ml, 5ml)			3	1	\$	EACH	\$
38	Telfa Pad Ouchless Sterile 3" x 4" (100/pkg)			1	1	\$	EACH	\$
39	Tzed Injection C IIIN Vial (100mg/ml, 5ml)			2	1	\$	EACH	\$
40	Xysed Injection (100mg/ml, 50 ml)			1	1	\$	EACH	\$

* Alternate brands/specifications proposed should enclose descriptive literature so the equality can be verified

DELIVERY TIME (in working days)

TOTAL BID RESPONSE \$