



**PURCHASING COOPERATIVE**

18639 – 80<sup>th</sup> Ave. S. ♦ P.O. Box 5550 ♦ Kent, WA 98064-5550 ♦ Phone 425-251-8115 ♦ Fax 253-395-5402 ♦ [www.kcda.org](http://www.kcda.org)

**INVITATION FOR BIDS**

**ON**

**PRINTING PAPER**

**BID #07-019D**

Time and Place for Filing

on or before 2:00 P.M. Pacific Standard Time/5:00 P.M. Eastern Standard Time  
September 28, 2007

King County Directors' Association  
Purchasing Department  
18639 80th Ave. S.  
Kent, Washington 98032

**Note:** Each bid, not filed electronically, is to be filed in a separate envelope and marked with the appropriate bid name and time of opening. All bids must be at KCDA's offices on or before the time shown above or they will not be accepted. Neither faxed, bids sent via e-mail, nor "postage due" bids will be accepted. Bids sent via Federal Express, Express Mail or other overnight delivery services must be sent to KCDA's street address.

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**PRINTING PAPER, BID #07-019D**

The undersigned offers and agrees, if this bid be accepted, to furnish any or all of the items upon which prices were quoted, at the prices set opposite each item, F.O.B. delivery point specified in the invitation for bids, and agrees to make delivery within the delivery dates specified, or as otherwise amended by attachment.

Please note the contract provisions of Paragraphs II E, G, H, and I.

COMPLETE AND SELECT (BY CIRCLING) ONLY ONE OF THE FOLLOWING FIVE (5) ACCEPTABLE TERMS:

\_\_\_\_\_%, 15 DAYS      \_\_\_\_\_%, 20 DAYS      \_\_\_\_\_%, 25 DAYS      \_\_\_\_\_%, 30 DAYS

0%, NET 30 DAYS (PLEASE NOTE: A PERCENTAGE OF "ZERO" SHALL BE TERMS OF NET, 30 DAYS ONLY)

THE FIRST DAY FOR START OF TERMS SHALL BEGIN WITH RECEIPT OF MERCHANDISE AT KCDA OR RECEIPT OF VENDOR INVOICE AT KCDA – WHICHEVER IS LATER. INVOICES MAY BE SENT TO THE ATTENTION OF TRACIE KELLER:

EMAIL = tkeller@kcda.org

FAX = 253-395-5402

Contract Prices Offered For:

- 1. Firm for annual contract ( )
- 2. Firm for initial order only ( )
- 3. Variable by item/group ( )  
(Identify under separate cover)
- 4. Restocking Fee (if applicable) \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

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

NAME: (typed or printed in ink) \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

If you are not responding to this bid, please list your company name and address, check one of the following lines and return to KCDA:

Keep our name on the list of bidders for this bid \_\_\_\_\_

Remove our name from the list of bidders for this bid \_\_\_\_\_

Remove our name from the list of bidders for all bids \_\_\_\_\_

YOU MUST READ AND UNDERSTAND THE TERMS AND CONDITIONS LISTED BELOW AS WELL AS ANY ATTACHMENTS CONTAINED WITHIN THIS BID.

PLEASE NOTE THAT THERE ARE NO FEES ASSOCIATED WITH KCDA BIDS VIA ESCHOOLMALL.COM.

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## INVITATION FOR BIDS

### I. INTRODUCTION

#### A. KCDA MEMBERSHIP

KCDA is a purchasing cooperative located in Kent, Washington. KCDA's membership is made up of but not restricted to public school districts, private schools, municipalities, political subdivisions and other public agencies located in but not limited to Washington, Oregon, Idaho, Alaska, and Montana. Restrictions of merchandise being available to any locale of KCDA membership must be noted under separate cover.

All school districts and other public agencies in the state of Oregon who are or may become associate members of the KCDA Purchasing Cooperative may participate in the contract(s) awarded as a result of this bid. A complete list of all school districts and other public agencies that are members of the KCDA Purchasing Cooperative is available on our web site, [www.kcda.org](http://www.kcda.org).

#### B. INTERPRETATION OF BID DOCUMENTS

Any person contemplating submitting a bid for the proposed contract that is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in or omissions from, the bid documents, shall submit to KCDA a written request for an interpretation or correction thereof. Such request shall be submitted and received not later than 10 days prior to the date specified for receipt of quotations. Any interpretation or correction of the bid documents will be made in writing by addendum duly issued to all bidders. KCDA will not be responsible for any other explanation or interpretation of the bid documents.

#### C. EXCEPTIONS

All paragraphs in this bid invitation are numbered and lettered in outline form. All exceptions to the terms and provisions of this invitation for bids shall be made by the bidder by signed and dated attachment to the bid form. Do not add to, delete from, or amend in any manner the bid form or covering pages, other than by attachment to the bid form. Attachments to this bid shall thereby become a part thereof. Exceptions for electronic submissions need to be in the payment terms and/or response terms fields within easybid response screen.

#### D. CONTRACT DEFAULT

Your bid is subject to all terms and conditions as herein established in this bid request form and include price, quality and delivery. Failure to provide items bid in accordance to the purchase order and bid delivery schedule, will constitute contract default, and, after due written notification, allows the Purchasing Department to declare the contract void and to purchase the merchandise on the open market. Any additional costs in procuring and distributing replacement product will be charged to the bidder.

#### E. BIDDER RESPONSIBILITY

All bidders shall thoroughly examine and be familiar with the bid documents whether provided in paper form or through the eSchoolMall application. The failure or omission of a bidder to receive or examine any form, instruments, addendum, or other document, shall in no way relieve any bidder from obligations with respect to your bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

#### F. BIDDER FINANCIAL RESPONSIBILITY

KCDA has the right to request financial information from any bidder to evaluate the bidder's ability to meet the terms and conditions of any and all contracts that may be established by acceptance of the offer contained in the bid. Additional confirmation from the bidder's supplier(s) that the delivery terms of the contract will be met may be required. KCDA reserves the right to reject any or all bids and/or bidders unable to prove they are financially able to provide the quantity of merchandise they have offered in response to this bid invitation.

#### G. MINORITY AND WOMEN OWNED BUSINESSES

KCDA encourages all minority and women owned businesses to participate in the bid process. Washington State law does not allow KCDA to provide any financial advantage for minority and women owned businesses who participate, however, KCDA believes that a diverse range of suppliers benefits all.

## II. GENERAL PROVISIONS

### A. BID OPENING

All bids submitted for supplies and/or services will be opened in public at the time, date and place herein specified, and all bidders are invited to be present at the opening of such bids. For those unable to attend the bid opening, bid information will be available through eSchoolMall at the time of bid opening except for bids submitted on paper. A final recap will be available from KCDA after bid awards are made. Under no circumstances will a bid be considered if filed after the hour specified in the invitation for bids. For this bid to be considered for award, it may be submitted electronically prior to the date and time indicated within the eSchoolMall application. Paper bids must arrive in the offices of the KCDA Purchasing Department on or before the time listed on the front of this bid document. The address of this office is as follows:

King County Directors' Association  
Purchasing Department  
18639 80th Ave. S.  
Kent, WA 98032

Please note that bids sent to our post office box are not guaranteed of reaching the Purchasing Department offices in time for the bid opening. The same is true of bids sent via United Parcel Service (UPS). Bids sent via UPS are delivered to our warehouse, not the Purchasing Department Offices, and are not guaranteed of being in the office before the time of the bid opening. Please check to make sure your bid will arrive at the Purchasing Department Offices in time to be accepted for the bid opening. KCDA will not accept bids that are sent via fax or email.

KCDA will be closed for the following holidays and therefore access for mail or courier delivery of bids will be unavailable:

Veterans' Day	November 12, 2007
Thanksgiving	November 22 & 23, 2007
Christmas	December 24 & 25, 2007
New Year's Day	January 1, 2008
Martin Luther King Day	January 21, 2008
Presidents Day	February 18, 2008
Memorial Day	May 26, 2008
Independence Day	July 4, 2008
Labor Day	September 3, 2007

### B. MODIFICATIONS

Bids may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of bids. Bids may also be modified or withdrawn in person by an authorized representative who must sign a receipt for this action. On electronic bids, once notification has been received by KCDA, the respective bid entered through eSchoolMall can be returned electronically to the bidder for modification and re-submission by the bidder as time allows. Returned and/or unsubmitted bids shall become the responsibility of the bidder. Bids that are not submitted or resubmitted and available via eSchoolMall.com at the time of the opening shall not be considered for award.

### C. QUALITY STANDARDS

Whenever an item in this invitation for bids is described by using a manufacturer's name, brand or catalog number, it shall be construed solely for the purpose of indicating the standards of quality. Brands of equal quality shall be considered, except where specific brands are requested, provided the bidder specifies the brand, model and number on which their bid is submitted and submits samples, specifications and other information necessary to properly evaluate the bid. Any bid containing a brand which is not of equal quality shall not be considered. KCDA will accept bids on new product only. Merchandise that has been refurbished or has been in storage for a long period of time is unacceptable.

### D. REJECTION OF ANY OR ALL PROPOSALS

The Purchasing Department reserves the right to accept or reject any or all bids and to waive informalities or irregularities in any bid or in the bidding. No faxed or "postage due" bids of any kind will be accepted.

### E. BINDING CONTRACT

It is understood that the offer represented by a bidder and an award made by the KCDA Board of Directors to the successful bidder, forms a binding contract. KCDA, under certain circumstances, will allow the assignment of contracts; however, no assignment can occur to another entity without written agreement from KCDA.

### F. ESTIMATED QUANTITIES

Quantities shown on the bid forms are the estimated requirements of the school districts for which the Association acts as purchasing department, based on orders for the previous year. The quantities listed on the bid forms represent the total quantity the cooperative intends to purchase over the life of the contract period. The Purchasing Department reserves the right to order more or less than the quantities stated on the bid form. Any minimum order requirements should be so indicated as part of this bid for evaluation. Quantities ordered are based on actual requirements and the successful bidder will fulfill that requirement regardless of the manufacturer's policies regarding order completion.

#### G. CONTRACT PERIOD

This bid will be awarded as an annual contract covering 365 days from the date of KCDA Board acceptance as noted under special instructions. If you are able to quote a contract price for only a limited period or a specific quantity, or quote separate pricing for subsequent orders beyond the initial requirement, qualify your bid by signed and dated attachment. Electronic responses may be qualified by including your terms in the response terms section of the vendor screen within eSchoolMall. Such attachments or electronic information must be precise, i.e., "Prices firm for purchase orders received by the bidder within 60 days from the date of bid opening" is acceptable, however, "Prices firm for 60 days" is not acceptable. The latter statement does not specify 60 days from when and leaves open the question of whether a purchase order must be issued within 60 days, the bids must be awarded within 60 days, or if the merchandise must be delivered and billed within 60 days. Do not disqualify your bid through imprecise language.

#### H. ORDERING SCHEDULE

Based upon minimum order requirements set by the successful bidder, KCDA may submit orders against this bid once a contract has been established by the KCDA Board of Directors. A large portion of the quantities listed will be ordered for delivery in April through July as noted by the requested delivery dates listed in the body of the bid specifications. However, KCDA reserves the right to place orders anytime, for any amount, during the contract period based upon any minimum quantities and time restrictions set forth by the successful bidder attached to their bid response. Please note that the quantities and delivery dates listed in this bid are presented as a guide to the bidder, but will not be binding or limiting to the Purchasing Department.

#### I. EXTENDED CONTRACT PERIOD

By mutual written agreement of KCDA Board of Directors and the successful bidder, the initial contract period may be extended for additional periods, not to exceed extensions of 3 years total beyond the initial contract. Such extensions shall be at the bid award price and under the same terms and conditions as the original contract. Proposals for extension shall be submitted to KCDA 30 days prior to specific bid availability for the upcoming bid.

#### J. REQUESTED SAMPLES

It is the bidder's responsibility to provide samples as requested in order that your bid is considered. Submit the samples to the King County Directors' Association, located at 18639 80th Ave. S., Kent, Washington, 98032. All samples must be labeled with the bid number and KCDA's item number to be submitted no later than 7 working days after the bid opening. Samples must be submitted on all items bid as alternates 10 working days prior to bid opening.

Additional samples may be requested after bids are opened and must be submitted within 7 working days of request. **DO NOT ENCLOSE YOUR BID WITH THE SAMPLES.**

#### K. DISPOSAL OF SAMPLES

Bid samples not picked up within 30 days after the bid award date shall become the property of the King County Directors' Association and shall be disposed of by distribution to the member school districts or by donation to the Fircrest or Rainier Schools.

#### L. KCDA NON DISCRIMINATION STATEMENT

Bidders who desire to provide KCDA with equipment, supplies and/or professional services must comply with the following Non Discrimination requirements. During the performance of this contract, the Bidder agrees as follows:

Bidder will comply with all Local, State and Federal Laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

The Bidder will not discriminate against any employees or applicant for employment because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

The Bidder will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Bidder's affirmative action commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Any Bidder who is in violation of these requirements, or an applicable non discrimination program shall be barred forthwith from receiving bid awards or any purchase orders from KCDA.

#### M. PATENT INDEMNIFICATION

By accepting this order, Bidder agrees to save and hold harmless KCDA, its successors, assigns, customers and the users of its products from any liability, loss, damage, judgments, or awards, including costs and expenses arising out of any actions, claims, or proceedings for infringement of (a) any United States Letters Patent purporting to cover the material to be delivered to Buyer under this order, or its normal intended use and (b) any trademarks appearing with the material on delivery to KCDA; and further, Bidder agrees to defend KCDA at Bidder's expense in all such actions, claims, or proceedings, provided that KCDA shall give Bidder prompt notice in writing of all such actions, claims, and proceedings, as well as notice of infringement and threats of suit for infringement.

#### N. SAFETY REQUIREMENTS

All items furnished under this bid, where applicable, must comply with all OSHA, WISHA, UL Approval, including but not limited to chapter 296-46B of the Washington Administrative Code and any other safety requirements imposed by KCDA, State or Federal agency. Bidder further agrees to indemnify and hold harmless KCDA from all damages assessed against KCDA as a result of Bidder's failure to comply with the acts and the standards issued there under and for the failure of the items furnished under this order to so comply.

#### O. RISK OF LOSS

Regardless of F.O.B. point, Bidder agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery, and such loss, injury, or destruction shall not release Bidder from any obligation hereunder.

#### P. REJECTION

All goods or materials purchased herein are subject to approval by KCDA. Any rejection of goods or materials resulting from non conformity to the terms, conditions and specifications of this order, whether held by KCDA or returned will be at Bidder's risk and expense.

#### Q. SHIPMENT IDENTIFICATION

All invoices, packing lists, packages, shipping notices, instructions, correspondence and all other written documents affecting any KCDA order shall contain the applicable purchase order number. A packing list must be provided with every shipment being made to KCDA indicating all the products shipped and back ordered, also, every carton shipped pursuant to this order must be marked with the contents therein.

#### R. NO BID RESPONSE

If no offer is to be submitted at this time, do not return this bid. A letter should be forwarded to KCDA advising whether future bids of this type are desired. Failure of the recipient to notify KCDA of your intentions may result in removal of your name from the bidder's list.

#### S. BID AWARDS

All bids will be awarded by the KCDA Board of Directors to the lowest responsible bidder meeting specifications. KCDA reserves the right to award items in groups to meet minimum shipping requirements.

#### T. RECIPROCITY

KCDA may review responses from bidders outside the State of Washington to see if those bidders are from states that use restrictions against companies from the State of Washington when they respond to public bids. KCDA may use this information in making bid awards when multiple bidders appear to have submitted the same pricing, terms and conditions on a particular bid item or items.

### III. PREPARATION OF BID

#### A. SUBMITTAL OF BID DOCUMENT

All information submitted on this bid document, i.e. prices, brands, product numbers, any exceptions to the terms and conditions of this bid, and the signature page, must be either typewritten or filled out in permanent ink. No signature is needed on bids filed electronically through eSchoolMall. Submission of an electronic response through eSchoolMall signifies that bidder will be bound to response the same as if submitting a bid on paper. Bids received differently than in the manner described above will be rejected.

#### B. SIGNATURE PAGE

If submitting electronically through eSchoolMall, a signature page can be submitted electronically using the attachments option within the application. The signature Page is included as one of the forms that can be downloaded from within eSchoolMall vendor response screen. Bids submitted on paper require the firm name, address and telephone number must be entered on the signature page of this bid. It is required that bids be submitted typed or printed with permanent ink. Each bid must be signed in longhand by the person duly authorized to sign bid documents. Please note the contract prices portion of the signature page. Check the appropriate box as to whether your pricing is firm for an annual contract, one time purchase or of variable length. If your company has a restocking fee for return of unneeded merchandise or merchandise ordered in error, show that amount on the signature page. Please note that damaged, defective or unusable merchandise will be returned to the vendor at the vendor's expense.

#### C. F.O.B. SHIPMENTS

Prices must be quoted in the UNIT SPECIFIED, PACKAGING INCLUDED and except for cash discount percentages, quoted NET, F.O.B. THE DELIVERY POINT specified under the delivery requirements section of this bid, including the unloading of the merchandise. KCDA redistributes products to its members. All merchandise shipped to KCDA must be in packaging that can be reshipped, via common carrier, without damage. Any damaged incurred due to insufficient packaging will be the responsibility of the supplier.

No charges will be allowed for special handling, packing, wrapping, bags, containers, reels, etc.

#### D. PRODUCT IDENTIFICATION

Bidders must insert the catalog number, brand name, grade and any other information necessary to properly describe and identify the articles they propose to furnish within the proper columns or item notes area of the vendor response area for electronic bids. All bids must show the catalog number, brand name or grade brand and catalog number specified in the bid invitation and such interpretation shall be binding on the bidder. The bidder is not to alter the grade brand, catalog number or description as given in the bid invitation. Such alternates should be proposed separately and noted as an "alternate". Alternates through the eSchoolMall electronic response system can be identified by not selecting the "Quoted as Specified" check box and to properly identify alternate brand etc. within the item notes section of the vendor response screen

#### E. QUANTITY PER UNIT OF MEASURE

If the quantity of volume per unit differs from that specified in the bid invitation for any particular item, it is mandatory to note such difference in the space provided on the bid form under "Qty/UofM". Electronic responses need to note such differences within eSchoolMall by updating the item notes section of the vendor response screen. In addition, it is mandatory that bidder does not select the "Quoted as Specified" check box. Any bid submitted not showing the quantity per unit of measure will be construed to mean the bidder will furnish the unit of measure specified in the bid invitation and such interpretation shall be binding on the bidder. If unit of measure differs from the KCDA requirement, it will be construed as an alternate bid. Any merchandise received in other than KCDA units must be repackaged to correct units. Repackaging is the responsibility of the bidder who has entered into the contract. Payment will not be tendered until the merchandise has been packaged to KCDA units. If necessary, KCDA reserves the right to repackage merchandise to KCDA units and charge the bidder for all fair and reasonable associated costs. KCDA requests that once a bid is awarded, the successful bidder establishes a factory pack unit and ships in that unit for the duration of the contract. A change in factory packaging during the contract period creates undue problems and can lead to loss of merchandise.

#### F. ALTERNATE PROPOSAL

An alternate proposal is where the bidder is offering a program different than outlined in the bid request. This offered program may be, for example, free delivery to schools within a certain radius, extra merchandise for certain ordering levels, etc.

For alternate proposals to be considered, they must be submitted to KCDA 15 working days prior to the bid opening. Each proposal will be offered to all bidders on a bid addendum and must be submitted with your appropriate bid. Alternate proposals may be accepted if they meet the conditions above and they are deemed to be in the best interest of KCDA and their member districts.

Do not confuse "Alternate Proposal" with a bid on an alternate item. Alternate items are to be submitted with your regular bid on a separate attachment or by notation within the item notes section of the vendor response screen. In addition, it is mandatory that bidder does not select the "Quoted as Specified" check box if an alternate item is being proposed.

#### G. ERRORS/CORRECTIONS

Any erasures, interlineations or other corrections in the bid must be initialed by the person or persons signing the bid or provided within the response terms of the vendor response screen on electronic bids.

#### H. INVOICING

Invoice dates will correspond to the date of delivery as specified on the purchase order. Payment will be made after satisfactory delivery and acceptance by the Purchasing Department of any quantity of merchandise shipped against our purchase order. Invoices must be in duplicate, one original and one copy mailed to the Accounts Payable Department. Invoices enclosed with merchandise will not be accepted. Invoices shall contain the following information: KCDA purchase order number, item number, quantity ordered, quantity shipped, unit price, extension, terms and sales tax. Early delivery will be by pre arrangement only on annual orders; however, invoicing dates must coincide with the delivery date on the purchase order. Payments will be made on original invoicing only.

#### I. CASH DISCOUNTS/INVOICE PAYMENTS

Cash discounts are encouraged and cash discount percents and terms may be entered in the space provided on the bid form or by signed and dated attachment to the bid or in the payment terms section of the vendor response screen for electronic responses. KCDA will subtract cash discount percentages when comparing bids in all cases where it is deemed probable that KCDA will be able to take advantage of the offered discounts. KCDA will accept terms for as few as 15 days. If the terms portion of the bid are left blank then terms will be assumed to be Net-30 days. Please do not enter terms as 100% as this means the merchandise bid is free.

KCDA is required, by law, to process invoice payments through the King County Treasurer. Payment warrants can be issued weekly. The first day for start of terms shall begin with receipt of merchandise at KCDA or receipt of invoice which ever is later. Invoices with discounts between 15 and 30 days will be paid within terms and net 30-day invoices will be paid on the first pay date after 30 days.

#### J. WASHINGTON STATE SALES TAX

Washington State sales taxes are not to be included in any items on this bid but will be added at the time of invoicing. All other taxes, including but not limited to any excise or business and occupation must be included in your bid price. The only taxes KCDA will pay upon invoice is the Washington State Sales tax.

## IV. PRODUCT ACCEPTANCE

### A. GENERAL POLICY

The Purchasing Department shall have the right to reject any and all articles that are not in strict conformity with requirements and specifications of the bid and the samples submitted by the bidder. The bidder must replace all rejected articles promptly with articles of quality equal to the specifications or samples submitted and remove rejected articles at his own expense. In the event of failure on the part of the bidder to promptly replace rejected articles, the Purchasing Department reserves the right to purchase same on the open market or of declaring the contract void. Any additional costs in procuring and distributing replacement product will be charged to the bidder.

### V. BID PROTESTS

#### Who may protest

Only actual or potential bidders with a direct economic interest in the outcome may file a bid protest.

#### What can be protested

Acceptance or rejection of a bid proposal, award or proposed award of a bid, allegedly restrictive specifications, omission of a required provision, ambiguous or indefinite evaluation factors are all factors that can be protested.

#### How to file a protest

Protests may be filed with either the KCDA purchasing agent who issued the bid or with the KCDA purchasing manager. Protests should include the following information:

- 1) Include the name, street address, email address, telephone and fax numbers of the protestor or their representative.
- 2) Be signed by the protestor or its representative.
- 3) Identify the solicitation or bid contract number.
- 4) Set forth a detailed statement of the legal and factual grounds of protest, including copies of relevant documents.
- 5) Set forth all information establishing that the protestor is an interested party for the purpose of filing a protest.
- 6) Set forth all information establishing the timeliness of the protest.
- 7) Specifically request a ruling by the KCDA purchasing manager.
- 8) State the form of relief requested.

Appeals of protest ruling must be made in the following order: 1) KCDA Purchasing Manager, 2) KCDA Executive Director 3) KCDA Board of Directors.

#### When to protest

Protests alleging improprieties in a solicitation must be filed before the bid opening time and date if the improprieties were apparent prior to that time. A solicitation defect that was not apparent before that time must be protested not later than 10 days after the defect became apparent.

#### Where to file a protest

Protests must be sent to:  
KCDA Purchasing Cooperative  
PO Box 5550  
Kent, WA 98064-5550

#### After a protest is filed

Upon receipt of a protest, KCDA will acknowledge receipt of the protest in writing either by mail, fax or email. The only time an acknowledgement is not sent will be if the protest is summarily dismissed. Protestors will be contacted as to when a meeting can be scheduled to review the protest. KCDA will then make a decision as to the merits of the protest, any remedies taken within 10 days and notify the protestor once that decision is made.

## VI. PRODUCT TOXICITY REPORTS

### A. HAZARDOUS CHEMICAL COMMUNICATION

In order to comply with WAC 296 62 054, Hazard Communication, all bidders offering products on this bid that contain any toxic chemicals that may be harmful to the end user, must submit a Material Safety Data Sheet (MSDS) on the State of Washington form as provided by law with the bid. Please list any web site address where an MSDS can be obtained.

Any hazardous material tax must be included in the price of the product bid. KCDA will not be held responsible for any additional taxes (other than Washington State Sales Tax) and will not pay them if noted as separate line item on invoices.

## VII. NOTE: IMPORTANT BID FACTS

- A. Bid quantities. II F
- B. This bid requests an annual contract. II G
- C. Discrimination forbidden. II L
- D. Did you sign your bid? III B
- E. Did you sign your "Debarment" page? Attach. "A"
- F. Prices bid are F.O.B. KCDA's warehouse. III C
- G. All items bid must be packaged in KCDA units. III E
- H. Payment will be made upon receipt and invoicing of any quantity. III H
- I. Do not add sales tax into bid prices. III J
- J. Are you bidding the specifications? IV A
- K. Product toxicity reports. VI A

### **Please note the following exceptions to the General Terms and conditions:**

#### **Section II, Paragraph J: Requested Samples**

It is the bidder's responsibility to provide samples as requested in order that your bid is considered. Submit the samples to the King County Directors' Association, located at 18639 80th Ave. S., Kent, Washington, 98032. All samples must be labeled with the bid number and KCDA's item number to be submitted no later than 5 working days after the bid opening. Samples must be submitted on all items bid as alternates 5 working days prior to bid opening.

Additional samples may be requested after bids are opened and must be submitted within 7 working days of request. **DO NOT ENCLOSE YOUR BID WITH THE SAMPLES.**

#### **Section III, Paragraph F: Alternate Proposal**

An alternate proposal is where the bidder is offering a program different than outlined in the bid request. This offered program may be, for example, free delivery to schools within a certain radius, extra merchandise for certain ordering levels, etc.

For alternate proposals to be considered, they must be submitted to KCDA 15 **calendar** days prior to the bid opening. Each proposal will be offered to all bidders on a bid addendum and must be submitted with your appropriate bid. Alternate proposals may be accepted if they meet the conditions above and they are deemed to be in the best interest of KCDA and their member districts.

Do not confuse "Alternate Proposal" with a bid on an alternate item. Alternate items are to be submitted with your regular bid on a separate attachment or by notation within the item notes section of the vendor response screen. In addition, it is mandatory that bidder does not select the "Quoted as Specified" check box if an alternate item is being proposed.

# Attachment A

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

In submitting the proposal to provide products and/or services as outlined in the bid specifications, we hereby certify that we have not been suspended or in any way are excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of a bid contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's Responsibilities.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_

Date: \_\_\_\_\_

**Note: Signature not required when filing electronically. Electronic acceptance of these terms and conditions signifies compliance with above statement.**

**VIII. DELIVERY SPECIFICATIONS:**

- A. Orders placed against this bid award shall be delivered to KCDA's Warehouse, 18639 80th Ave. S., Kent, WA 98032 and to various member location warehouses throughout the states of ***Washington, Oregon and Idaho***.
- B. Please outline the minimum order quantity needed to have any item or group of items shipped prepaid to our member districts located ***throughout each state (Washington, Oregon and Idaho)***. Please utilize the last page of this bid to specify any restrictions as to delivery areas, weight, or shipping charges.
- C. KCDA is able to accept rail deliveries. If rail deliveries offer a financial savings to KCDA, please offer rail delivered pricing by noting delivery method/pricing/minimum purchase requirements as an alternate offer in the "item notes" section in [www.eschoolmall.com](http://www.eschoolmall.com). Burlington-Northern has requested that KCDA's street address and track #6385 be used for any inquiries.
- D. KCDA, and some of its member districts, are able to accept delivery of 53' containers. If deliveries in excess of 42,000# offer a financial savings to KCDA and its members; please offer delivery method/pricing/ minimum purchase requirements for 53' containers as an alternate offer in the "item notes" section in [www.eschoolmall.com](http://www.eschoolmall.com).
- E. All paper must be delivered on pallets for all locations. All pallets shall be appropriate for use with electric pallet jack.

**IX. GROUP AWARDS:**

Items to be awarded by "item", "group" or by "all or none"; whichever is deemed in the best interest of the school districts served by KCDA.

**X. SPECIAL PROVISIONS:**

- A. KCDA Reserves the right to request samples. Samples shall be available within two (2) working days.
- B. Item(s) shall be of "virgin fiber" content, unless "recycled fiber" content has been specified in the product description. KCDA Reserves the right to mix or replace merchandise of virgin fibers with merchandise of recycled fibers based on actual school orders, cost, availability or any other criteria which is deemed in the best interest of the member districts served by the KCDA Purchasing department.
- C. Items shall be "or equal" unless specified as "NO SUBSTITUTE", in which case only the brand and product number specified will be accepted.
- D. Manufacturers' specification sheets AND swatch books are required for each item/group bid. Specification sheets must be on file at KCDA prior to bid award. Sheets shall be specific as to: acid/alkaline process, fiber content, sheffield, finish, caliper, opacity, brightness, weight and copy/printer applications (suitability).
- E. **The contract period for this bid will be from award date the evening of October 18, 2007 through January 17, 2008, with no option for extension of bid offers. SHOULD PAPER PRICES DECREASE DURING THIS BID PERIOD (AS DOCUMENTED BY MILL NOTIFICATIONS/MILL PRICE SHEETS/OR COMPETITIVE BID PRICING BASED UPON THE RESULTS OF SCHOOL/STATE OR OTHER GOVERNMENTAL COMPETITIVE BID INFORMATION), VENDORS WILL BE REQUIRED TO ADJUST KCDA'S PRICES FOR LIKE PRODUCT. PRICE DECREASE SHALL APPLY TO ORDERS NOT YET PLACED WITH THE VENDOR AND/OR MILL.**
- F. KCDA encourages the direct participation of manufacturers/mills in the bid process. KCDA welcomes bids directly from manufacturers/mills.
- G. Quantities shown are ***estimates*** of KCDA's usage during the period of October through December 2006. KCDA may purchase more or less than the quantities as shown on the bid.
- H. *All sheets are grain long, unless otherwise indicated by description or the manufacturer's product number. All 20# "multi-purpose" papers must be certified for use in: high/low speed copiers, laser/offset printers, high speed duplicators.*
- I. Printing Paper, Bid #07-019D will be awarded, by the KCDA Board of Directors', on the evening of October 18, 2007. See section II, General Provisions, Paragraph "G".

# Bid

Purchasing Entity: KCGA

Bid ID: 296

Description: White Printing Paper Bid 07-019D

Category: Paper

Effective Start Date: 10/19/2007

Effective End Date: 01/17/2008

Bids Due By: 09/28/2007 5:00 PM ET

Bids Sealed Until: 09/28/2007 5:00 PM ET

Awarded:

Run Date: 09/13/2007

Line Number	Lot Code	Item Description	Purchase Unit	Qty Required	Previous Unit Price (\$)	Sample Req'd
1		Item #: TERMS MANDATORY, CLICK ON PAPER CLIP/DISK TO RIGHT OF PENCIL.	1 - 1,0000 Each Purchase	1		No
2		PRICING, KCGA CAN ACCEPT PRICING 2 POSITIONS TO THE RIGHT OF THE DECIMAL POINT. SEE NOTES. Item Notes: . KCGA will accept prices two positions to the right of the decimal point only (i.e. \$2500.00 or \$1.50 are acceptable). \$2500.0049 and \$1.5050 are NOT acceptable and would be rounded to \$2500.00 and \$1.51 respectively. Prices in excess of two positions to the right of the decimal point will be rounded up or down as follows: \$.005 or greater will be rounded up by \$.01 and \$.0049 or less will be rounded down thereby removing the values shown in the third and fourth position to the right of the decimal point.	1 - 1,0000 Each Purchase	1		No
3		TERMS/INSTRUCTIONS SPECIFIC TO BID #07-019D,CLICK ON PAPER CLIP/DISK TO RIGHT OF PENCIL.	1 - 1,0000 Each Purchase	1		No
4		XEROX BRANDED (NO SUBSTITUTE), 20#, MIN. 30% PCW, WHITE, MIN. 92 BRIGHT, VARIOUS SIZES.....	1 - 1,0000 Each Purchase	1		No
5		Item #: 17781 XEROX 3R6296-NO SUBSTITUTE,20#,8.5x11",MIN.92 BRIGHT WHITE,MIN.30%PCW,PRICE BY THE CASE (10 RMS/CS) Item Notes: PLEASE OFFER PRICING BY THE CASE. 10 REAMS/5,000 SHEETS PER CASE.	1 - 5000,0000 Sheet Case	600	31,7000	No
6		Item #: 17785 XEROX 3R6297-NO SUBSTITUTE,20#,MIN.92 BRIGHT WHITE,MIN.30%PCW,8.5x11",3HP. Item Notes: OFFER PRICING BY THE "REAM"	1 - 500,0000 Sheet Ream	400	2,9100	No
7		Item #: 17783 XEROX 3R6298-NO SUBSTITUTE,20#,MIN.92 BRIGHT WHITE,MIN.30%PCW,8.5x14", Item Notes: OFFER PRICING BY THE REAM.	1 - 500,0000 Sheet Ream	300	4,3500	No
8		Item #: 17784 XEROX 3R6299-NO SUBSTITUTE,20#,MIN.92 BRIGHT WHITE,MIN.30%PCW,11x17", Item Notes: OFFER PRICING BY THE REAM.	1 - 500,0000 Sheet Ream	200	6,0600	No
9		XEROX BRANDED (NO SUBSTITUTE), 24#, VIRGIN FIBER WHITE, VARIOUS SIZES.....	1 - 1,0000 Each Purchase	1		No
10		Item #: 17862 XEROX 3R2531-NO SUBSTITUTE,24#,8.5x11",92 BRIGHT WHITE. Item Notes: OFFER PRICING BY THE REAM.	1 - 500,0000 Sheet Ream	320	3,5100	No
11		Item #: 17866	1 - 500,0000 Sheet Ream	30	6,9800	No

Line Number	Lot Code	Item Description	Purchase Unit	Qty Required	Previous Unit Price (\$)	Sample Req'd
12		XEROX 3R3871-NO SUBSTITUTE,24#, 11x17",.92 BRIGHT WHITE. Item Notes: OFFER PRICING BY THE REAM.	1 - 1,0000 Each Purchase	1		No
13		XEROX BRANDED (NO SUBSTITUTE), 20#, 92 BRIGHT WHITE, VIRGIN FIBER, VARIOUS SIZES/STYLES..... Item #: 17600 XEROX 3R2047-NO SUBSTITUTE,20#, 8.5x11", MIN.92 BRIGHT WHITE,OPACITY 88. Item Notes: PRICE BY THE CASE. (5000 SHEETS OR 10 REAMS PER CASE)	1 - 5000,0000 Sheet Case	7560	24,9500	No
14		Item #: 17627 XEROX 3R3761-NO SUBSTITUTE,20#, 11x17",MIN.92 BRIGHT WHITE,OPACITY 88. Item Notes: PRICE BY THE REAM.	1 - 500,0000 Sheet Ream	1200	5,5600	No
15		Item #: 17828 XEROX 3R2641-NO SUBSTITUTE,20#, 8.5x11",.3 HP,MIN.92 BRIGHT WHITE,OPACITY 88. Item Notes: PRICE BY THE REAM.	1 - 500,0000 Sheet Ream	800	2,7900	No
16		Item #: 17829 XEROX 3R2051-NO SUBSTITUTE,20#, 8.5x14",MIN.92 BRIGHT WHITE,OPACITY 88. Item Notes: PRICE BY THE REAM.	1 - 500,0000 Sheet Ream	600	3,4800	No
17		MULTI-PURPOSE, 20#, 92 BRIGHT WHITE, VIRGIN FIBER, VARIOUS SIZES/STYLES.....	1 - 1,0000 Each Purchase	1		No
18		Item #: 17810 MULTI-PURPOSE,20#,MIN.92 BLUE WHITE BRIGHT,OPACITY = 88, 8.5x11,VIRGIN FIBER ONLY, 10 RM/GS,GH/GP. Item Notes: PRICE BY THE CASE. (5000 SHEETS OR 10 REAMS PER CASE)	1 - 5000,0000 Sheet Case	10920	23,9600	No
19		Item #: 17824 MULTI-PURPOSE,20#,MIN.92 BLUE WHITE BRIGHT,IPACITY =88,11x17",VIRGIN FIBER ONLY,GRAYS HARBOR/GP. Item Notes: PRICE BY THE REAM.	1 - 500,0000 Sheet Ream	800	4,6900	No
20		Item #: 17822 MULTI-PURPOSE,20#,MIN.92 BLUE WHITE BRIGHT,OPACITY=88,8.5x11",.3 hp,VIRGIN FIBER,GRAYS HARBOR/GP. Item Notes: PRICE BY THE REAM.	1 - 500,0000 Sheet Ream	800	2,5500	No
21		Item #: 17823 MULTI-PURPOSE,20#,MIN.92 BLUE WHITE BRIGHT,OPACITY=88,8.5x14",VIRGIN FIBER,GH/GP. Item Notes: PRICE BY THE REAM.	1 - 500,0000 Sheet Ream	300	3,2500	No
22		MULTI-PURPOSE, 20#, 92 BRIGHT WHITE, MIN. 30% PCW, VARIOUS SIZES/STYLES.....	1 - 1,0000 Each Purchase	1		No

Line Number	Lot Code	Item Description	Purchase Unit	Qty Required	Previous Unit Price (\$)	Sample Req'd
23		Item #: 17790 MULTI-PURPOSE,20#,MIN 92 BLUE WHITE,OPACITY=88,8.5x11",MIN,30%PCW,10 RM/CS,GP/GH. Item Notes: PRICE BY THE CASE. (5000 SHEETS OR 10 REAMS PER CASE)	1 - 5000,0000 Sheet Case	400	25,5100	No
24		Item #: 17793 MULTI-PURPOSE,20#,MIN 92 BLUE WHITE,OPACITY=88,11x17",MIN,30%PCW,GP/GH. Item Notes: OFFER PRICING BY THE REAM.	1 - 500,0000 Sheet Ream	200	5,0000	No
25		Item #: 17794 MULTI-PURPOSE,20#,MIN 92 BLUE WHITE,OPACITY=88,8.5x14",MIN,30%PCW,GP/GH. Item Notes: OFFER PRICING BY THE REAM.	1 - 500,0000 Sheet Ream	300	3,1800	No
26		Item #: 17795 MULTI-PURPOSE,20#,MIN,92 BLUE WHITE,OPACITY=88,8.5x11",3HP,MIN,30%PCW,GP/GH. Item Notes: OFFER PRICING BY THE REAM.	1 - 500,0000 Sheet Ream	400	2,5600	No
27		BULK PACKED/EASY LOAD/EASY CARRY., PAPER, 8.5"x11", 20#..... Item #: 17524 MULTI-PURPOSE, 20#, 92 BRIGHT, SPLOX. Item Notes: OFFER PRICING BY THE CASE OF 2,500 SHEETS.	1 - 1,0000 Each Purchase 1 - 2500,0000 Sheet Case	1 400	 13,9500	No No
29		Item #: 17739A PAPER, 8.5 X 11, WHITE, MIN, BRIGHTNESS 90, 100% PCW CONTENT, GRAY'S HARBOR OR EQUAL	1 - 500,0000 Sheet Ream	400	3,0300	No

