



**INVITATION FOR BID  
ON**

**Binders  
Bid #08-014**

**Time and Place for Filing  
on or before 2:00 p.m., Pacific Standard Time  
April 29, 2008**

**King County Directors' Association  
Purchasing Department  
18639 – 80<sup>th</sup> Ave. S.  
Kent, Washington 98032  
(425)251-8115, ext 131**

**NOTE:** Each bid is to be filed electronically through [eschoolmall.com](http://eschoolmall.com). All bids must be submitted before the date and time shown above and will not be accepted after that. Mailed, faxed, or emailed bids will not be accepted. For information regarding electronic bidding, please contact either the Jon Sharp at [jsharp@kcda.org](mailto:jsharp@kcda.org) or Charlene Turner at [cturner@kcda.org](mailto:cturner@kcda.org).

**Jon Sharp, Purchasing Agent  
King County Directors' Association  
[jsharp@kcda.org](mailto:jsharp@kcda.org)  
(425)251-8115, ext 131**

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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 owned by 294 public school districts in the state of Washington and is 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. Representing over 1 million students and over 5,000 ship to locations, KCDA purchases approximately \$100 million worth of products, equipment and services on behalf of the membership. 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 bid responses. 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 attachment to the bid form. Do not add to, delete from, or amend in any manner the bid form. Exceptions need to be entered 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. 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. 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. The times listed on eSchoolMall are Eastern Time.

KCDA will not accept bids that are sent via mail, fax or email.

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

Memorial Day	May 26, 2008
Independence Day	July 4, 2008
Labor Day	September 1, 2008
Veterans' Day	November 11, 2008
Thanksgiving	November 27 & 27, 2008
Christmas	December 24 & 25, 2008
New Year's Day	January 1, 2009
Martin Luther King Day	January 19, 2009
Presidents Day	February 16, 2009

### 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. 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 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.

#### 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 member 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 that is listed in the bid body. 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, 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, 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 based upon terms, conditions, scope of work and specifications. KCDA reserves the right to award items in groups, award a contract to one bidder, to make multiple awards, to reject any and all bids in whole or in part, to waive any minor formalities or irregularities in any bids and to accept bids, which in its discretion may be in the best interest of its members.

#### 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

Submission of an electronic response through eSchoolMall signifies that bidder will be bound to the terms and conditions of this unless an exception is made part of the submission.

#### B. 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.

#### C. 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

#### D. 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 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.

#### E. 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 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.

#### F. ERRORS/CORRECTIONS

Corrections must be provided within the response terms of the vendor response screen on electronic bids.

#### G. 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 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.

#### H. CASH DISCOUNTS/INVOICE PAYMENTS

Cash discounts are encouraged and cash discount percents and terms may be entered 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.

#### I. 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 protester 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 "Debarment" page? Attach. "A"
- E. Prices bid are F.O.B. KCDA's warehouse. III B
- F. All items bid must be packaged in KCDA units. III D
- G. Payment will be made upon receipt and invoicing of any quantity. III G
- H. Do not add sales tax into bid prices. III I
- I. Are you bidding the specifications? IV A
- J. Product toxicity reports. VI A

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: \_\_\_\_\_



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)

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. Most initial orders placed against this bid award shall be delivered to KCDA's warehouse, 18639 80th Ave. S., Kent, WA 98032. KCDA will request that some items be shipped directly to the school location.
- B. KCDA's warehouse is served by the Burlington Northern railroad. Rail deliveries are acceptable where applicable.
- C. All merchandise is to be delivered per the Purchase Order date. You will be in default of contract beyond that date unless you qualify your bid by signed and dated attachment. Such attachment should be specific in stating the date by which delivery will be completed.

### **IX. GROUP AWARDS**

- A. All items will be awarded on an item by item basis or on a group basis, whichever is deemed in the best interest of the school districts served by the King County Directors' Association Purchasing Dept.

### **X. SPECIAL PROVISIONS**

- A. Binders Bid, Bid #08-014 will be awarded by the KCDA Board of Directors on June 19, 2008. See Section II, General Provisions, Paragraph "G".
- B. "Terms by Manufacturer" form must be electronically included with your Bid on ESchool Mall. See separate attachment.