



PURCHASING COOPERATIVE

18639- 80TH Ave S. ♦ P.O. Box 5550 ♦ Kent, WA 98064-5550 ♦ Phone 425-251-8115 ♦ Fax 253-395-5402 ♦ www.kcda.org

**REQUEST FOR PROPOSAL
PLUMBING SUPPLIES
BID #20-245**

Due March 5, 2020 On or before 2:00 p.m., PST

The KCDA Purchasing Cooperation (hereinafter "KCDA") requests proposals from manufacturers and/or dealers who can offer Plumbing Supplies to its member agencies.

Total estimated value of this contract is approximately \$758,536.95 annually.

Each response is to be filed in a separate envelope and marked with the appropriate Request for Proposal name, number, day and time of opening. All bids must be at KCDA's office on or before the time shown above or they will not be accepted nor considered. Responses sent via email, faxed, or "postage due" will not be accepted. Responses sent via Federal Express, Express Mail or other overnight delivery services must be sent to: KCDA, 18639 80th Ave S, Kent WA 98064-5550 and clearly marked with the RFP number and description, Attn: Purchasing Department.

**KCDA
ATTN: Purchasing Dept.
RFP# 20-245 Plumbing Supplies
18639 – 80th Ave S
Kent, WA 98064-5550**

The vendor has full responsibility to ensure the proposal arrives to the Purchasing Office by the due date and time. KCDA assumes no responsibility for delays caused by the U.S. Post Office or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the date due. Proposals arriving after the deadline may be returned unopened to the vendor, or may simply be declared non-responsive and not subject to evaluation, at the sole determination of KCDA. All questions pertaining to this bid shall be entered in the "Questions" section of Public Purchase. No emails or phone inquiries will be accepted.

Electronic copies of this RFP are available via KCDA's website @ www.kdca.org. Click on Bid Information / Vendor Bids, or contact Julie Harris @ (425) 251-8115 X 116 if you have trouble opening the document.

Julie Harris
Contract & Procurement Specialist
[email jharris@kcda.org](mailto:jharris@kcda.org)
(425)251-8115 X 116

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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 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.

B. INTERPRETATION OF DOCUMENTS

Any person contemplating submitting a response for the proposed contract that is in doubt as to the true meaning of any part of the documents, or finds discrepancies in or omissions from the documents, shall submit to KCDA a written request for an interpretation or correction thereof. Such request shall be submitted and received as defined in the RFP, or not less than 10 days prior to the receipt date for responses. Any interpretation or correction of the 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 documents.

C. EXCEPTIONS

All exceptions to the terms and provisions of this solicitation shall be made by attachment to the response form. Do not add to, delete from, or amend in any manner the response form.

D. CONTRACT DEFAULT

Vendor response and subsequent award is subject to all terms and conditions as herein established in this RFP and include price, quality and delivery. Subsequent failure to provide items will constitute contract default, and, after due written notification, allows the Purchasing Department to declare the contract void and to potentially purchase the merchandise or services on the open market. Any additional costs to procure and distribute replacement product or services will be charged to the bidder.

E. BIDDER RESPONSIBILITY

All bidders shall thoroughly examine and be familiar with the documents including all exhibits and attachments. 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 response or to the contract. The submission of a response 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 RFP. 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 or services they have offered in response to this solicitation.

G. MINORITY AND WOMEN OWNED BUSINESSES

KCDA encourages all minority and women owned businesses to participate in the RFP 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. RFP OPENING

All responses submitted will be opened at the time, date and place herein specified. A final recap will be available from KCDA after awards are issued. Under no circumstances will a response be considered if filed after the hour specified in the RFP. To be considered for award, responses must arrive in the offices of KCDA on or before the date and time listed in this document. The KCDA address is as follows:

King County Director's Association
Purchasing Department
18639 80th Ave S
Kent, WA 98032

Please note that responses sent to our post office box are not guaranteed of reaching the Purchasing Department offices in time for the opening. The same is true of responses sent via United Parcel Service (UPS). Proposals sent via UPS are delivered to our warehouse and are not guaranteed to be in the office before the time of opening. Bidder is responsible for ensuring that your response will arrive in time to be accepted for the opening. KCDA will not accept proposals that are "postage due", or sent via fax or email.

Bidders must submit two (2) original signed hard copies plus one CD, thumbdrive or flashdrive.

The RFP will be posted on the KCDA website @ www.kcda.org. Click "Bid Information" on the first page, then "Vendor Bids".

B. MODIFICATIONS

Responses may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified as the due date. Responses may also be modified or withdrawn in person by an authorized representative who must sign a receipt for this action. Returned and/or unsubmitted responses shall become the responsibility of the bidder. Responses that are not submitted on or before the exact time of the opening may not be considered for award.

C. QUALITY STANDARDS

Whenever an item in this request for proposal is described 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 otherwise stated, provided the bidder specifies the brand, model and number on which their response is submitted and submits brochures, samples, specifications and other information necessary to properly evaluate the response. Any response containing a brand which is not of equal quality, at the sole discretion of KCDA, shall not be considered. KCDA will accept responses 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

KCDA reserves the right to accept or reject any or all proposals and to waive informalities or irregularities in any proposal or in the RFP process.

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

Any reference to quantities is an estimated requirement of the members for which KCDA acts as purchasing department, based on research or orders from the previous year, and represent the total quantity the cooperative anticipates purchasing over the life of the contract period. KCDA reserves the right to order more or less than the quantities stated in the RFP. Any minimum order requirements should be so indicated as part of the response and will be subject to RFP 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. There are no guarantees of any quantities with the award.

G. CONTRACT PERIOD

This RFP will be awarded as an annual contract covering 365 days from the date of KCDA Board acceptance as noted under Special Provisions.

H. ORDERING SCHEDULE

Based upon minimum order requirements set by the successful bidder, KCDA or KCDA members may submit orders against this RFP once a contract has been established by the KCDA Board of Directors. KCDA reserves the right to place orders anytime, for any amount, during the contract period based upon any minimum quantities accepted by KCDA and set forth by the successful bidder in their response.

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 term. Such extensions shall be at the RFP award price and under the same terms and conditions as the original contract unless provisions are included to provide otherwise. Proposals for extension should be submitted to KCDA for consideration a minimum of 30 days prior to the contract expiration date.

J. REQUESTED SAMPLES

If applicable, it is the bidder's responsibility to provide samples as requested in order that your proposal is considered. Submit the samples to King County Directors' Association, 18639 80th Ave. S., Kent, Washington, 98032. All samples must be labeled with the RFP number and the item number, and be submitted no later than seven (7) days after the RFP due date. DO NOT ENCLOSE YOUR PROPOSAL WITH THE SAMPLES.

K. DISPOSAL OF SAMPLES

Samples not picked up within 30 days after the award date shall become the property of the King County Directors' Association and shall be disposed of by distribution to member school districts or by donation or disposal as deemed appropriate by KCDA.

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 nondiscrimination program shall be barred forthwith from receiving awards or any purchase orders from KCDA.

M. INDEMNIFICATION

The Vendor agrees to defend, indemnify and hold harmless KCDA and the member agency, and their respective officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the acts, errors or omissions in performance of this Agreement, except for injuries and damages caused by the sole negligence of KCDA or the member agency. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor, KCDA or the member agency and their respective officers, officials, employees, and volunteers, the Vendor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. Use of this contract certifies that the waiver of immunity specified by this provision was mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

N. PATENT INDEMNIFICATION

By accepting this contract, 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, its successors, assigns, customers and the users of its products 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.

O. SAFETY REQUIREMENTS

All items furnished under this RFP, 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 agencies, or local jurisdictions having authority. Bidder further agrees to indemnify and hold KCDA harmless 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.

P. 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.

Q. REJECTION

The KCDA Member shall have the right to reject any and all articles that are not in strict conformity with requirements and specifications of the RFP and the proposal provided by the vendor. The bidder must

replace all rejected articles promptly with articles of quality equal to the specifications or samples submitted and remove rejected articles at their own expense. In the event of failure on the part of the bidder to promptly replace rejected articles, the Member reserves the right to declare the contract void and seek resolution as permitted by this RFP or allowed by law. Any additional costs incurred to procure and replace product will be claimed against the vendor.

R. SHIPMENT IDENTIFICATION

All invoices, packing lists, packages, shipping notices, instructions, correspondence and all other written documents affecting any KCDA or KCDA member 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.

S. NO RESPONSE

If no offer is to be submitted at this time, do not return this RFP. 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.

T. AWARDS

Proposals will be awarded by the KCDA Board of Directors to the lowest responsible bidder meeting specifications according to the RFP criteria. KCDA reserves the right to award items in groups to meet minimum shipping requirements, award a contract to one bidder, to make multiple awards, to reject any and all proposals in whole or in part, to waive any minor formalities or irregularities and to accept proposals, which in its discretion, may be in the best interest of its members. Should only one response be received, such response may be considered and accepted if the contracting officer makes a written determination that (a) the specifications used in the invitation were not unduly restrictive, (b) adequate competition was solicited and it could have been reasonably assumed that more than one bid would have been submitted, (c) the price is reasonable, and (d) the solicitation is otherwise in accordance with the RFP.

U. Termination

Termination for Convenience: KCDA may terminate this contract, in whole or in part, at any time and for any reason by giving thirty (30) calendar days written termination notice to Vendor. Termination charges shall not apply unless both parties subsequently agree upon them. Where termination charges are applicable, both parties agree to negotiate in good faith and to limit the extent of negotiations to valid documented expenses incurred by Vendor prior to date of termination. KCDA will not be responsible for stock that the Vendor has on hand that has not been requested via a purchase order. Should the parties not agree to a satisfactory settlement, the matter may be subjected to mediation and/or legal proceedings.

V. 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 awards when multiple bidders appear to have submitted the same pricing, terms and conditions on a particular item or items.

W. FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control or responsibility of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; industry-wide labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control or responsibility of the party declaring force majeure, which such party is unable to

prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. The party receiving the notice of force majeure may contest the declaration of a force majeure. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, internal labor disputes, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

III. PREPARATION OF RFP

A. SUBMITTAL OF DOCUMENT

All information submitted on this RFP document, i.e. prices, brands, product numbers, any exceptions to terms and conditions, and the signature page, must be either typewritten or filled out in permanent ink. Proposals received differently than in the manner described above will be rejected. Bidders are required to submit physical signed hard copy(s) of the response plus electronic media in accordance with the RFP special provisions. The specification documents must not be changed in any way. Any additional documents requested in the RFP must be separate files on the CD (references, definition of training programs, description of market plans, etc.).

B. SIGNATURE PAGE

Responses are required to include the firm name, contact name, address and telephone number and email on a signature page. Each proposal must be signed in longhand by the person duly authorized to sign these documents.

C. QUESTIONS/ADDENDUMS

All questions must be submitted in writing in accordance with the RFP special provisions. If no information is provided in the special provisions, then questions are to be submitted in writing to the contracting agent named in the solicitation. Every attempt will be made to answer all questions. Answers will be posted as described in the solicitation or on the KCDA webpage at www.kcda.org: Bid Information/Vendor Bids. Where a response or addendum cannot be obtained prior to the RFP opening, it is understood that the Bidder will assume the more stringent requirements.

D. FOB SHIPMENTS

Prices must be quoted NET, F.O.B. THE DELIVERY POINT, including the unloading of the merchandise. If a response does not include freight in the pricing, the bidder must identify this exception, and actual freight charges only may be passed along to the KCDA member.

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

E. 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 and such information shall be binding on the bidder. If applicable, the bidder is not to alter the grade brand, catalog number or description as given in the solicitation. Such alternates should be proposed separately, noted as an "alternate item" and properly identified with alternate brand etc.

F. QUANTITY PER UNIT OF MEASURE (where requested)

If the quantity or volume per unit differs from that specified in the solicitation for any particular item, it is mandatory to note such difference in the response. Any proposal submitted not showing the quantity per unit of measure will be construed to mean the bidder will furnish the unit of measure specified and such interpretation shall be binding on the bidder. Where applicable, if unit of measure differs from the KCDA requirement, it will be construed as an alternate item. Any merchandise subsequently 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 requires that upon award, the successful bidder establish a factory pack unit and ship in that unit for the duration of the contract.

G. ALTERNATE PROPOSAL

An alternate proposal is where the bidder is offering a program different than outlined in the solicitation. This offered program may be, for example, free delivery to schools within a certain radius, extra merchandise for certain ordering levels, etc. Alternate proposals may be accepted if they meet the conditions of the solicitation and they are deemed to be in the best interest of KCDA and its members.

H. ERRORS/CORRECTIONS

Any erasures, interlineations or other corrections in the proposal must be initialed by the person or persons signing the proposal or provided within the response terms of the vendor response form.

G. INVOICING

Invoice dates will correspond to the date of delivery as specified on a member's purchase order. Payment will be made after satisfactory delivery and acceptance by the receiving agency of any quantity of merchandise shipped against an order. Invoices shall contain the following information: purchase order number, item number, quantity ordered, quantity shipped, unit price, extension, terms and sales tax. Payments will be made on original invoicing only. KCDA, at its discretion, reserves the right to withhold payment on a given project, pending receipt of payment from the end customer.

H. CASH DISCOUNTS/INVOICE PAYMENTS

Cash discounts are encouraged and cash discount percent and terms may be entered in the payment terms section of the vendor response.

I. WASHINGTON STATE SALES TAX

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

IV. PROTESTS

Who may protest

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

What can be protested

Acceptance or rejection of a proposal, award or proposed award; 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 solicitation or with the KCDA purchasing manager, and 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 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 RFP 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 2 business 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.

V. PRODUCT TOXICITY REPORTS

A. HAZARDOUS CHEMICAL COMMUNICATION

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

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

VI. SPECIAL NOTATIONS

- | | |
|--|---|
| A. Certify Debarment statement (Section III-A) | Attachment A |
| B. Prices are F.O.B. per KCDA's instructions | Special Provisions- Attachment C or Section III-D |
| C. Do not add sales tax into bid prices. | Section III-I |
| D. Manufacturer Terms page completed | Attachment B |
| E. Special Provisions | Attachment C |



**REQUEST FOR PROPOSAL
#20-245 Plumbing Supplies**

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 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, Zip: _____

Date: _____

Email _____

Note: Electronic acceptance of these terms and conditions signifies compliance with above statement. (Line item Whse bids)



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ATTACHMENT B

Bid # 20-245 Plumbing Supplies

Terms By Manufacturer

**Bid Due Date: March 5, 2020 On or Before
2:00 PM PST**

Bidder Name:		Address:			
Phone:	Fax:	City, State, Zip:			
STANDARD BIDDER LEAD TIME FOB DESTINATION: _____					
TERMS BY MANUFACTURER: Please provide the minimum order required per manufacturer and lead times.		SPECIFIC DISCOUNTS: Please provide quoted discounts from the manufacturer's current list prices. It is the bidders responsibility to submit updated price lists during the contract year, when the contract allows, otherwise discounts will be taken from the most current on file. The manufacturer must already be present in this bid to be considered. Discounts must include shipping/ freight charges. A current price list and catalog must be provided at the time of bidding. NOTE: DISCOUNTS MAY BE USED IN DETERMINING AWARDS.			
Manufacturer	Minimum Order	Lead Time	Discount Amount	Discount Detail	FOB - Freight FACTORY - Cost will be extra DESTINATION - Cost is included in discount
Ex: ABC Company Inc	\$1,000	4-6 Weeks	25%	2016 List Price Sheet	Destination

Authorized Agents Signature

Date

Bid Number

Name of Firm



PURCHASING COOPERATIVE

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REQUEST FOR PROPOSAL

PLUMBING SUPPLIES Bid # 20-245

ATTACHMENT C – Special Provisions

THESE INSTRUCTIONS SUPERCEDE AND TAKE PRECEDENCE OVER ANY OPPOSING LANGUAGE IN THE STANDARD TERMS AND CONDITIONS

A. SOLICITATION OBJECTIVES

KCDA is seeking manufacturers, providers or dealers/distributors to provide current and emerging Plumbing Supplies to its members.

Total approximate value of spend for this contract is \$750,000.00. However KCDA does not guarantee any minimum or maximum value or number of orders.

It is KCDA's intent to establish an annual multi-state contract with the potential of up to three (3) one-year extensions if mutually agreed between KCDA and the awarded vendor(s). Bidders must be a manufacturer or a manufacturer's sales representative authorized to provide KCDA Plumbing Supplies in Washington, with the preferred ability to service surrounding member states (ex: Oregon, Idaho, Montana, Alaska).

Contracts established by KCDA are available for use by all public schools, colleges, universities, cities, counties and other government agencies throughout the nation. Participation in KCDA is not required of any governmental agency; however, participation does provide the legally required competition for contracts for commonly purchased products and services, thereby saving the entity the time and expense of a required competitive process. As allowed by specific state statutes, members can issue purchase orders for any amount without the necessity to prepare their own Request for Proposal or gather necessary quotations.

Bidders must be an authorized manufacturer, sales representative or service dealer having a local sales presence in Washington State. The Bidder must also include a list identifying the states within which they are authorized to sell. If a portion of a state is serviced, bidder must specifically list the portion which is serviced. Bidder can list by county, region or territory. Bidder must provide the list as a separate document when submitting a response. Bidders must have a local sales presence that either reside or can be contacted within the additional states named to enable KCDA members to have onsite consultation, needs assessment, integration and training.

It is the intent of KCDA to award a contract, whereas KCDA member agencies, the tools necessary for Plumbing Supplies centrally or location by location.

The types of products may include, but are not limited to repair kits, valves, couplings, canisters, gaskets, piping, tubing, meters, connection gaskets, brass fittings, drain cleaners, etc.

By conducting this solicitation, KCDA intends to provide savings and to offer its members a choice of Plumbing Supplies at discounted pricing.

KCDA's purpose is to:

- Cooperatively serve our members and associate members through a continuous effort to explore and solve present and future purchasing needs.
- Provide government agencies opportunities for greater efficiency and economy in acquiring goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Maintain credibility and confidence in business procedures by maintaining open competition for purchases and complying with purchasing laws and ethical business practices.
- Provide competitive price solicitations which meet the procurement laws of our members.
- Secure multi-state volume purchasing contracts which are measurable, cost effective and continuously exceed our members' expectations.
- Provide quick and efficient delivery of goods and services by contracting with "high performance and quality" vendors who understand our members' needs.

B. TIMELINE

January 27, 2020 and February 3, 2020	Advertised as Bid # 20-245 in DJC Seattle, Oregon
March 5, 2020	Proposals due no later than 2:00 P.M. PST
April 9, 2020	Award recommendation
April 16, 2020	Board Approval
May 1, 2020	Contract Start Date

C. PRICING

Using a self-authored document titled "Pricing Procedure", describe a standardized Pricing Procedure for defining price for the plumbing parts available under this contract. The process must be on-line, straightforward, and verifiable. Clearly state how the Contract sales price is determined, how the price will be presented to the Purchaser, and how variations in the item cost to the Purchaser will change the Contract price. This explanation should not exceed one side of one page. Include pricing for stock items and special order items. Pricing is to be submitted on a CD or flash drive.

Vendor pricing shall include a 2% administrative fee on all line items and charges. The administrative fee will be a part of the submitted price. If you are quoting a catalog price less a discount, make sure the administrative fee is included in the net price to the customer. KCDA requires the successful respondent provide at minimum quarterly reporting of sales. Method for remittance of the service fee will be agreed between the successful respondent and KCDA.

Pricing is expected to be equal or better than those offered to individual entities or cooperatives with equal or lesser volumes.

Failure to identify all costs in a manner consistent with the instructions in this RFP is sufficient grounds for disqualification.

Price lists must contain the following:

- Manufacturer part #
- Vendor part # (if different from manufacturer part #)

- Description
- Manufacturers Suggested List Price and Net Price
(Net price to KCDA must include service fee [and freight
If providing a delivered price])

Media submitted for price list must include the respondents' company name, name of the solicitation, and date.

Not to Exceed Pricing

KCDA requests pricing be submitted as not to exceed for any participating entity.

Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed, but cannot exceed original pricing submitted for solicitation. Volume or spot market conditions may allow for one time discounts for participating entities.

Pricing and Contract Price Adjustments

- Unless otherwise stipulated in the RFP, all information and data listed in or otherwise provided with the Vendor's proposal must be effective at the time of the proposal due date and time. All equipment identified in the proposal shall be in current production and available for sale. All pricing is to be listed in the format requested or as otherwise specified..
- When an equipment manufacturer revises its reference product price list to add or delete models and accessories, Vendor shall update its dedicated contract website accordingly to reflect these changes, as applicable.
- Contract discounts and percentages (or pricing if Vendor has quoted firm prices) must be held firm during the contract period, unless changes are made to accommodate bulk placements or special promotions. KCDA may conduct periodic audits. Vendors will be responsible for full reimbursement for any overcharge. Upon request from the KCDA customer, Vendor shall provide (at no additional cost) an electronic copy or hard copy (by fax or mail) of manufacturer's actual reference price list for price validation purposes.

For contract administration purposes, the Purchasing Agent must be able to verify the manufacturer's current reference product price. Price increases that cannot be verified shall not be reflected on the Vendor's dedicated contract website nor charged to the KCDA member.

D. SUBMISSION OF BIDS

Bidders are requested to submit pricing for Washington state per the specifications provided in this solicitation. KCDA requests pricing for its members in Oregon, Idaho, Montana and Alaska as well. Bidder is requested to submit either 1) separate price pages for each state being bid or 2) provide a pricing matrix that shows a price factor to be applied to the Washington state pricing in order to calculate the pricing for other states. Pricing must be provided in hard copy and must be available in excel on flash drive or CD.

Online submission of bid through Public Purchase is NOT accepted.

- Submit sealed bids in 3-ring binder with an inside pocket and a set of dividers. Submit one (1) bound and signed copy of the bid plus one (1) electronic copy on CD or flash drive.
- KCDA reserves the right to reject any or all bids and to accept any proposal deemed most advantageous to KCDA members and to waive any informality in the bid process.
- Bids shall be submitted as stated in this solicitation. Deviations to any terms, conditions and/or specifications shall be conspicuously noted in writing by the bidder and shall be included with the bid. No cross outs or delineations shall be made to the existing document. Exceptions and deviations will be considered in award evaluation. KCDA reserves the right to reject any deviations

or exceptions stipulated in a bidder response, and may subsequently disqualify such bid if such terms are unacceptable to KCDA. Language to the effect that the bidder does not consider this solicitation to be part of a contractual obligation may result in the bid being disqualified.

- Withdrawals of bids will not be allowed for a period of 60 days following the opening. Withdrawal of bids prior to the opening date will be permitted.
- Addendums if required, will be issued by KCDA through Public Purchase. Addendums will also be posted on the KCDA website (www.kcda.org) under Bid Information. Addendums will not be mailed or e-mailed. It is bidder's responsibility to check for issuance of any Addendums prior to submitting a bid. **All Addendums must be signed and returned with the bid document or the bid will be considered non-responsive.** All documents with signatures shall have original ink signatures. Electronic copies shall be scanned with original signatures.

E. BID FORMAT

1. Preparation of the Bid Response

- a. The RFP #20-245 is published in one PDF document on the KCDA Website, it is also published on the Public Purchase Website with all required documents and forms posted separately.
 - **Attachment A** contains the Debarment Statement (**signature required**)
 - **Attachment B**, includes Terms by Manufacturer (**signature required**)
 - **Attachment C** Special Provisions that take precedence; (**signature required**)
 - **Attachment D** Manufacturer Price List
 - **Bidder Responsibility Form** (**signature required**)
 - **Certification of Compliance** (**signature required**)
- b. Bid Forms requiring signatures shall be submitted with original ink signatures, by the person authorized to sign the bid. **Failure to properly sign the bid documents or to make other notations as indicated will result in the response being deemed non-responsive.**
- c. Corrections and/or modifications received after the opening time will not be accepted, except as authorized by applicable rule, regulation or statute and KCDA.
- d. In case of an error in extension of prices in the bid, unit prices shall govern.
- e. Periods of time, stated as a number of days, shall be in calendar days, not business days.
- f. It is the responsibility of all Bidders to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due date.
- g. Please note that this bid has specific evaluation criteria and weighting listed in the AWARD section found at the end of this document. Attention to detail in submitting the bid is seen by KCDA as an early opportunity to evaluate the potential of a future bidder/vendor to comply with detailed requirements in the public procurement sphere. KCDA appreciates a well thought out and complete submission and will be available for questions through the independent third party publicpurchase.com website.

2. Format of Bid Response

Bidders shall provide bids in a three ring binder using standard size paper, clearly identified with the company name and the name of the Request for Proposal being responded to on the outside front cover and vertical spine. Clearly identified tabs must be used to separate the bid into sections, as identified below. Responses should be direct, concise, complete and unambiguous. Bidders failing to organize bids in the manner requested risk being considered non-responsive if bids are not easily read and understood. Awards will be made more efficiently and timely by following the required format.

Tab 1 - **Response Forms**

- Debarment Statement-Attachment A
- Certification of Compliance with Wage Payment Statues
- Terms by Manufacturer-Attachment B (option: bidder may include this information in their own format as part of the pricing pages)
- Deviations and Miscellaneous Fees – Attachment D

Tab 2 - **Pricing Pages** Price sheets supplied in RFP..

Tab 3 - **Product Line Brochures and Literature**

Tab 4 - **Marketing Plan:**

- List shows, conferences, show examples of flyers or describe how bidder will market the KCDA 20-245 Plumbing Supplies.

Tab 5 – **Authorized Dealers/Vendor Partners**

- Provide letters from each manufacturer stating authorization to deal.
- List all dealers/vendor partners authorized to utilize this contract through the vendor.

Tab 6- **Addendums**

F. VENDOR RESPONSIBILITIES

- Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to the KCDA contract. This employee will have a complete copy and must have working knowledge of the contract.
- Train and educate sales staff on what the KCDA contract is including pricing, who can order from the contract, terms/conditions of the contract and the respective ordering procedures for each state. It is expected that the awarded vendor will lead with the KCDA contract.
- Develop a marketing plan to support the KCDA contract in collaboration with respective KCDA member agencies. Plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.
- Create a KCDA-specific sell sheet with a space to add a KCDA logo and contact information for use by KCDA and the awarded vendor local sales representatives to market within each state. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to KCDA along with the respective administrative fees to be paid. If there are no sales, a \$0 report is required.
- Have ongoing communication with the Contract and Procurement Specialist at KCDA and the KCDA member agencies.
- Attend two (2) “touch base” meetings at KCDA per year. One of those meetings may be participating in the KCDA Vendor Fair.
- Participate in national and local conference trade shows to promote the KCDA contract.
- Increase sales over the term of the KCDA contract.

G. EQUIPMENT & RELATED PRODUCTS

1. New Plumbing Supplies

- a. All Plumbing Supplies provided under this contract must be new and which have not been used previously and are being actively marketed by the manufacturers’ authorized dealers.
- b. All branded Plumbing Supplies, components, spare parts, application software, and ancillary equipment supplied under this contract must conform to manufacturer specifications and shall be of new manufacture and in current standard production. The awarded vendor is

responsible for ensuring that these items are operable in accordance with manufacturer's specifications.

2. Plumbing Supplies, new products must meet the scope of work to be added to the contract.

Pricing shall be equivalent to the percentage discount for other products. Awarded vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, if it is within the same awarded manufacturer and if the products meets the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. KCDA may require additions to be submitted with documentation from KCDA members demonstrating an interest in, or a potential requirement for, the new product. KCDA may reject any additions without cause.

3. Plumbing Supplies - Discontinued Products

If a product or model is discontinued by the manufacturer, awarded vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model, it is within the awarded manufacturer and if the discount is the same or greater than the discontinued model.

NOTE: Listing the above specifications shall in no way relieve the awarded vendor from the responsibility to follow proper code and regulations.

RFP – Bidder shall identify the manufacturer and complete specification (part number, service description etc.) being offered in their submittal along with price. **Vendor bid pricing shall include a 2% administrative fee on all line items and charges.** The administrative fee must be part of the bid price. If you are bidding a catalog price less a discount, make sure the administrative fee is included in the net price to the member agency. Pricing must include the 2% KCDA service fee so the service fee is invisible to KCDA members.

For all Plumbing Supplies, pricing may be by line item or discount off manufacturer price list (Attachment B). Accessories and materials may be from other manufacturers or sources, but must be identified and priced in the Request for Proposal response either by item or via catalog discount. On the pricing sheet, list and group accessories and materials by manufacturer for ease of identification. **Respondents will choose only one pricing method to be used per manufacturer. Alternative pricing methods shall be addressed in Attachment B. Proposals received that provide both for a single manufacturer will be found non-responsive.**

Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. If price adjustment contingencies occur, or not less than ninety (90) days prior to each contract anniversary date, awarded vendor may submit a fully documented request for price adjustment to KCDA. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of bid submittal and results from an increased cost to awarded vendor that was out of awarded vendor's control.

KCDA will review requests for fixed price adjustments to determine if the new prices or another option is in member agencies' best interests. If accepted, new fixed prices shall apply to the contract upon approval from KCDA. Price changes shall be a factor in contract renewal.

The awarded vendor agrees that the cost for any item bid on this contract may vary by state due to specific requirements or other jurisdictional impacts. If the overall cost is discounted or lowered for any member agency, however, the cost will be similarly lowered or discounted at the same time for all member agencies for the same scope, size and value. (If a KCDA member agency proposes to purchase a large volume of one product at one time and the awarded vendor agrees to provide an additional discount, that same volume discount would be available to any KCDA member agency.)

It is understood and agreed upon between Bidder and KCDA that the Bidder's pricing does not include the cost for any site specific conditions or requirements. Site specific requirements shall be addressed on a case by case basis at the time the order is placed. Any additional cost(s) are to be priced by methods designated under "Options", or by RS Means, as indicated in bidder's response to this solicitation.

Warranty: Describe the warranties that apply to the products offered in the Request for Proposal response and when warranty date will commence. Identify any website links that cover warranty information. The manufacturer has the primary responsibility to honor a manufacturer's warranty. Awarded vendor agrees to assist the member agency reach a solution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the member agencies. List any pricing applicable to warranties in Attachment D of the Request for Proposal response.

Risk of Loss or Damage: Awarded vendor shall retain title and control of all goods until they are delivered and received. All risk of transportation and all related charges shall be the responsibility of the awarded vendor. The awarded vendor shall file all claims for visible or concealed damage. The member agency will notify the awarded vendor and/or freight company promptly of any damaged goods and shall assist the freight company/awarded vendor in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.

Taxes: Member agencies, who have obtained Plumbing Supplies under the terms of this contract, will be responsible for payment of all taxes related to acquisition of the Plumbing Supplies, such as sales tax, property tax, etc. Awarded vendor must separately list all such taxes on member proposal and subsequent invoice.

H. FUNDING OUT CLAUSE

Any acquisition agreement with a KCDA member agency that exceeds one (1) year shall include a standard "funding out" clause. Such an acquisition is a commitment of the entity's current revenue only, provided the agreement contains either or both of the following provisions:

1. Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the agreement.
2. Conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the acquisition.

I. AUTHORIZED DEALERS/VENDOR PARTNERS

The bidder must secure from the manufacturer, if the bidder is not the manufacturer, a written guarantee executed by the manufacturer that the bidder is an authorized dealer of that manufacturer. This can be submitted as a Manufacturers Guarantee/Manufacturers Certificate, or a statement on the manufacturer's letterhead with corporate acknowledgement. Failure to provide will result in award disqualification for that manufacturer.

Bidder may propose a network of authorized dealers/vendor partners through whom the bidder intends to perform the contract. Member agencies may be directed to bidders network of authorized dealers/vendor partners for Plumbing Supplies, however the awarded vendor shall be responsible for the actual job performance of each and every authorized dealer/vendor partner. This includes, but is not limited to proper

ordering process and reporting, or submittal of 2% service fee. Unresolved problems with the authorized dealer/vendor partner may be referred to the awarded vendor for resolution. Bidders are to identify and list each of the authorized dealers/vendor partners they intend to involve in contract performance.

Awarded vendor must be capable of replacing authorized dealers/vendor partners found unsuitable to participate in performance on the KCDA contract, and establish new authorized dealers/vendor partners in a timely manner.

During the contract period, the awarded vendor or purchasing agent may remove an authorized dealer/vendor partner from the list of those designated to this contract at any time without further explanation or process. The awarded vendor may propose authorized dealer/vendor partner additions for consideration at any time throughout the contract provided;

- The request is in writing on awarded vendors letterhead.
- It is filed with the Purchasing Agent a minimum of 30 calendar days before the effective date of the proposed change;
- It clearly identifies the authorized dealers/vendor partners involved in the change;

It is accompanied by documentation acceptable to the Purchasing Agent sufficient to warrant the change.

J. AWARD

1. Evaluation

It is the intent of KCDA to award a manufacturer’s complete line of products based on the specifications provided when possible and advantageous. KCDA expects to award to the lowest responsive and responsible bidder per unique manufacturer specifications that meet Request for Proposal terms, conditions, and criteria specified. An award is at the sole discretion of KCDA. KCDA reserves the right to reject any or all proposals, accept the proposal(s) that are deemed most advantageous for KCDA member agencies, and waive any irregularities in the solicitation process.

Awarded vendors will be required to turn in updated specifications for the manufacturers awarded.

The following criteria will be used in evaluating responses to this Request for Proposal. An award is anticipated to be made to a bidder with the highest rating per manufacturer product line. Subsequently, multiple awards may be made.

Evaluation Criteria and Weight

Proper Submission of Proposal	15
Comprehensiveness of Product	20
Freight Delivery & Method	10
Related Experience	25
Pricing	30
TOTAL POSSIBLE POINTS	100

Clarification and/or Discussions

Clarification of a response may be necessary. KCDA will communicate with the bidder(s) for the purpose of eliminating minor errors, clerical errors, and/or irregularities. Clarification is accomplished by explanation or substantiation, either in response to an inquiry from KCDA or an inquiry initiated by a bidder. Clarification does not give a bidder the opportunity to revise, change or modify their response in any way. Discussion takes place after the initial receipt of proposals. KCDA reserves the right to conduct discussions with bidders whose responses are determined to be reasonably inclined toward receiving a contract award. Discussion may occur when oral or written communications between KCDA and the bidder are conducted

for the purpose of clarifying information to determine the acceptability of a response. KCDA will not assist the bidder in bringing the bidder's response to the same level of other responses received by KCDA. Further, KCDA will make no indication of pricing or other information received from other bidders.

Competitive Range: KCDA reserves the right to establish a competitive range of acceptable responses as part of the evaluation process as defined herein. Responses below the competitive range will be determined to be unacceptable and will not receive further consideration.

K ORDER PROCESS & REPORTING

1. The awarded vendor must verify that a customer is a KCDA member. A current list of member agencies is posted on the KCDA website under the KCDA Membership tab. If the awarded vendor's customer is not posted on the KCDA website, the awarded vendor must verify membership with the KCDA Contract Specialist. If the customer is not a member agency, but is eligible to become a member agency, the Contract Specialist will give the awarded vendor's customer instructions regarding the membership process.
2. The awarded vendor will submit a signed and dated proposal or quote to a KCDA member agency in accordance with the pricing awarded under this RFP. **All Telephone Communications Systems purchased must include the KCDA 2% service fee as a part of the price to the member agency. Do not list the 2% as a separate line item.** The awarded vendor must specifically state the KCDA RFP name & number on the proposal to the KCDA member agency. The proposal must identify the member agency contact name, e-mail address and phone number for the person responsible for approving the purchase. This information is critical and if not provided may be grounds for delaying the processing of the order as well as eventual payment to vendor.
3. The KCDA member agency will submit the proposal with a purchase order/contract document to the awarded vendor. The member agency purchase order/contract document will be made out directly to the awarded vendor.
4. The awarded vendor will e-mail KCDA a copy of the proposal submitted to the member agency and the member agencies PO/contract document. KCDA will review, evaluate and approve the order via e-mail within 48 hours authorizing the awarded vendor to proceed with the order, provided that adequate information has been given for the Contract Specialist to verify that contract pricing has been applied. The Contract Specialist will request additional information, such as scope of work and item/part number along with pricing for each line item if needed. Failure to provide adequate evaluation information may result in delay of approval by Contract Specialist.
5. A copy of the order will be kept on file at KCDA.
6. Telephone Communications Systems must not be released to any member agency using the KCDA contract without an e-mailed approval from KCDA.
7. The awarded vendor will send KCDA sales reports and remit the 2% service fee payments at the end of each quarter. Awarded vendors will be responsible for accurate, timely reports and service fee payments back to KCDA. The reports must include the member agency purchase order/ contract document number, name of member agency, contact person, reference KCDA **RFP #20-245** and give a description of quantities and amounts. Please see attached report as reference. Administrative Fee shall be paid within 60 days of approved report. Delinquency of reporting and fee payments may be considered cause for curative action up to and including the awarded vendor being terminated from the contract.

8. Orders processed against this contract with customers who are not KCDA member agencies or without e-mailed approval from KCDA are in violation of **RFP #20-245** specifications. Awarded vendors not following proper procedures may be removed from consideration for future awards. KCDA reserves the right to revise the ordering process above at their sole discretion if deemed necessary for contract management or audit purposes. An implementation for change will be coordinated with the awarded vendor.

L. CHRISTIAN DOCTRINE Any federal, state and local governing authority's/jurisdiction's statutes, codes, rules and regulations referenced and/or govern the products, services and activities relating to and are part of this solicitation, whether or not physically noted or included, shall be complied with and adhered to as required. It is sole responsibility of the Bidder to perform and complete any necessary research and investigation required to make themselves aware of and comply with this item.

Signature _____

Must be same signature that appears on Bid Affidavit and Acceptance Forms

VALVES				
REPAIR KITS				
FILTRATION				

Company Name _____

Freight is not included in above

e pricing.



Request for Proposal

#20-245

BID DUE DATE: March 5, 2020 On or Before 2:00 PM PST

Attachment E

SIGNATURE PAGE AND MISCELLANEOUS FEES

The undersigned offers and agrees, if this proposal is 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 request for proposal, and agrees to make delivery within the delivery dates specified, or as otherwise amended by attachment.

Contract Prices Offered

- 1. Firm for annual contract ()
2. Firm for initial order only ()
3. Variable by item/group () (Identify under separate cover)

MISCELLANEOUS FEES

In some cases additional charges may be necessary. These costs are for items delivered direct to Members. Attach additional pages as may be necessary for each manufacturer. "TBD", "Job by Job" etc. is not acceptable and may disqualify your response. Bidders should list out any other pricing for services on additional pages as needed within this section.

Table with 2 columns: Fee Name and Amount/Rate. Rows include Delivery Fee, Installation Fee, Design Fee, Performance Bond, Demolition Fee, Restock Fees, Lift Gate Fee when required, and OTHER.

NOTE : If services are not documented in pricing pages, fees must be justified by using RS Means.

FUTURE DELIVERIES

On occasion, KCDA Members will place orders near the end of the contract period for delivery after the contract period has expired. Will your company honor orders placed during the contract period for future delivery?

No Yes Yes, but only if delivered within 1 / 3 / 6 months (Circle one)

Signed:
Firm Name:
Name and Title:
Telephone No.
Email:

**Note: All lines of information must be provided with submittal. Electronic acceptance of these terms and conditions signifies compliance with all terms and conditions.

RESPONSIBLE BIDDER FORM
(Contractor's Qualifications)
Bid #20-245

The information provided in this form is part of the KCDA's inquiry concerning bidder responsibility. Please print clearly or type. If you need more space, use plain paper.

Company Name _____

Address _____

Payment Address _____

Contact Telephone No. () _____

Contact Person for this Bid: _____

Contact Address: _____

State of WA Department of
Licensing Contractor's Registration No. _____

State of WA UBI Number _____

State of WA Department of
Employment Security No. _____

Washington State Excise Tax Registration No. _____

Federal Tax ID Number _____

DUNS Number _____

**Please provide a current copy of Certificates of Insurance.

Number of years the Contractor has been engaged in the business under the present company name, as indicated above _____

References: KCDA may conduct reference checks during considerations for award. In the Event that information obtained from the reference checks reveals concern about the bidder's past performance on projects identified as meeting the bidder qualification requirements or their ability to successfully perform the work, KCDA may determine that the bidder is not a responsible bidder. In conducting reference checks, KCDA may include itself or other government agencies and businesses as a reference if the bidder has performed the work, even if the bidder did not identify these sources as a reference.

List any major projects of similar nature which have been completed by or supervised by the Contractor within the last 5 years and the gross dollar amount of each project.

Name of project	Amount	Owner	Phone #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____