



**INVITATION FOR BID
Patient Care Training Equipment
Bid #21-116**

Due on or before January 14, 2021 at 2:00 p.m., PST

King County Directors' Association (KCDA) is a purchasing cooperative owned by the school districts of Washington State 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 primarily located in Washington, Oregon, Idaho, Alaska, and Montana.

KCDA requests bids from manufacturers and/or dealers who can offer Patient Care Training Equipment to its member agencies.

Total estimated value of this contract is approximately \$850,000.00 to \$1,000,000.00 annually.

Each response is to be filed in a separate envelope and marked with the appropriate IFB 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 IFB number and description, Attn: Purchasing Department.

KCDA

Attn: Purchasing Department

Patient Care Training Equipment Bid #21-116

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 IFB are available via KCDA's website @ www.kdca.org. Click on Contracts & Bids / Vendor Bids, or contact Karri Wyman @ (425) 251-8115 X 133 if you have trouble opening the document.

Karri Wyman, Contract & Procurement Specialist
kwyman@kcda.org
(425)251-8115 X 133

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**KING COUNTY DIRECTORS ASSOCIATION
INVITATION FOR BIDS**

NOTE: THERE ARE NO FEES ASSOCIATED WITH KCDA BIDS WHEN USING PUBLIC PURCHASE

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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.

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.

Restrictions of merchandise or services to any locale of KCDA membership must be clearly noted in a bid response.

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

Any exceptions to the terms and provisions of this invitation for bids shall be made by signed and dated attachment to the bid response. Do not add to, delete from, or amend in any manner the bid form. Exceptions pertaining to payment or delivery terms must be noted within Attachment B. All noted exceptions are subject to approval and acceptance by KCDA.

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. Subsequent 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 to procure and distribute replacement product will be charged to the bidder.

E. BIDDER RESPONSIBILITY

All bidders shall thoroughly examine and be familiar with the bid 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 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 at the time, date and place, and in the manner herein specified, and all bidders are invited to be present at the opening of such bids. 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. To be considered for award, a bid response must be submitted according to the instructions and prior to the date and time indicated within. The times listed in any referenced schedule are Pacific Standard Time.

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

The KCDA address is:

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

B. MODIFICATIONS/WITHDRAWAL OF BID

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

C. QUALITY STANDARDS

Whenever an item in this invitation for bid 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 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 at the sole discretion of KCDA, 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 RESPONSES

KCDA reserves the right to accept or reject any or all bids and to waive informalities or irregularities in any bid or in the bidding 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

Quantities, if shown on the bid forms, are estimated requirements of the members for whom KCDA acts as purchasing department based on historical ordering information. Such quantities 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 bid. Any minimum order requirements or ordering restrictions should be so indicated as part of the bid response and will be subject to bid 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

Following an award, a contract would be issued as an annual contract from the date of KCDA Board acceptance, or as noted under Special Provisions. After the initial period, there is a possibility of three (3) renewals for the duration of one (1) year each. Pricing is firm for the first/initial period.

H. ORDERING SCHEDULE

Based upon accepted minimum order requirements set by the successful bidder, KCDA or KCDA members may submit orders 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 accepted minimum quantities and time restrictions set forth by the successful bidder attached to their bid response. 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 KCDA and its members.

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 awarded price in effect at the time and under the same terms and conditions as the original contract unless otherwise allowed under terms of the contract. Requests for extension shall be submitted to KCDA a minimum of 30 days prior to expiration of the existing contract term.

J. REQUESTED SAMPLES

It is the bidder's responsibility to provide samples, **if requested by KCDA**, for a bid response to be considered. Submit the samples to King County Directors' Association, 18639 80th Ave. S., Kent, Washington, 98032 **when requested**. All requested samples must be labeled with the bid number, KCDA's item number (as applicable) and bidder's name, and be submitted no later than seven (7) working days after 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 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.

Any Bidder who is in violation of these requirements, or an applicable nondiscrimination program shall be barred forthwith from receiving bid 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 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, 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 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 agencies. 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 thereunder 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 handle all claims and 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

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

R. 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.

S. 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.

T. BID AWARDS

Following evaluation, bids recommended for award will be awarded by the KCDA Board of Directors to the lowest responsible bidder meeting specifications. KCDA reserves the right to award items in groups for ordering efficiencies, to meet minimum requirements (if accepted), to make multiple awards, or to reject any and all bids or portions thereof, to waive any minor irregularities in the bid process, or to make no awards, if in its sole judgment the best interests of KCDA and its members will not be served.

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

Where allowed by law, 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.

W. FORCE MAJUERE

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 BID

A. SUBMITTAL OF BID RESPONSE

Submission of a response as designated in the bid instructions signifies that bidder will be bound to the terms and conditions of this bid unless an exception is made part of the submission and accepted by KCDA.

Bidder must submit the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, included as Attachment A. Bids received without this form may be considered non-responsive.

B. SIGNATURE

Bid responses are required to include the firm name, address, telephone number, contact name and authorized signature, signed in longhand by the person duly authorized to sign bid documents identified in the solicitation. Every attempt will be made to answer all questions. Where a response or addendum cannot be obtained prior to the bid opening, it is understood that the Bidder will assume the more stringent of requirements.

C. QUESTIONS/ADDENDUMS

All questions must be submitted in writing to the KCDA Purchasing Agent.

D. 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 in this bid, including the unloading of the merchandise. KCDA typically redistributes products to its members unless designated or requested as a direct ship method. All merchandise shipped to KCDA must be in packaging that can be reshipped, via common carrier, without damage. Any damage 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.

E. PRODUCT IDENTIFICATION

All bid responses must confirm the manufacturer number, brand name or grade specified in the bid invitation and such identification shall be binding on the bidder. Bidders must insert the manufacturer number, brand name, grade and any other information necessary to clearly and properly describe and identify the articles they propose to furnish. If necessary attach additional documentation for this purpose. Alternates should be noted as an "alternate item" and properly identified with brand, manufacturer number, etc. The bidder is not to alter the grade, brand, manufacturer number or description as given in the bid invitation. Questions on how to properly submit an alternate item must be directed to the named Purchasing Agent responsible for this bid.

F. QUANTITY PER UNIT OF MEASURE

Where applicable, if the quantity or volume per unit differs from that specified in the bid invitation for any particular item, it is mandatory to note such difference in the bid response. Any bid submitted not showing the quantity per unit of measure will be construed to mean the bidder will furnish the unit of measure as specified in the bid invitation and such interpretation shall be binding on the bidder. If the bidder provides a unit of measure different 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 SPECIFICATIONS

An alternate specification is where the bidder is offering a product or service significantly different than outlined in the bid request, and typically applies to items listed as "No Substitute".

For alternate specifications to be considered, a request must be submitted to KCDA 15 working days prior to the bid opening. If accepted by KCDA, a clarification will be issued to all bidders on a bid addendum. Alternate specifications may be accepted if they meet the conditions above and they are deemed to be in the best interest of KCDA and the member agencies.

H. ERRORS/CORRECTIONS

Any erasures, interlineations or other correction in the bid must be initialed by the person(s) signing the bid. Corrections must be provided within the terms of the vendor response and accepted by KCDA.

I. INVOICING

It is understood that invoices issued by the manufacturer/dealer will reflect the shipping date of materials. It is also understood that actual delivery and install or training at the end user location may be delayed from the date of shipment. Subsequently, payment will be made after satisfactory delivery and acceptance by the end user of any quantity of merchandise shipped and/or installed. Advance discussion regarding payment terms on specific projects are recommended where this may occur. Where KCDA participates in the invoicing process, KCDA reserves the right to withhold payment to a vendor on a project until such time payment from the customer has been received.

Invoices enclosed with merchandise will not be accepted. 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.

J. CASH DISCOUNTS/INVOICE PAYMENTS

Cash discounts are encouraged and cash discount percent and terms may be entered on Attachment B. 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 is 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 acceptance of delivery or

installation by the end user or receipt of invoice, whichever 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.

K. WASHINGTON STATE SALES TAX

Washington State sales taxes are not to be included in any items as part of the bid response, but will 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 bid price. The only taxes KCDA will pay upon invoice are 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 approved 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 incurred to procure and distribute replacement product will be charged to the bidder.

V. BID PROTESTS

A. Who may protest

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

B. 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.

C. How to file a protest

Protests may be filed with either the KCDA purchasing agent who issued the bid or with the KCDA purchasing manager.

Protests should include the following information:

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

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

D. 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 2 business days after the defect became apparent.

E. Where to file a protest

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

F. 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 may be contacted for a meeting to review the protest. Within 10 days KCDA will make a decision as to the merits of the protest and notify the protestor of the decision and any remedies in the matter.

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 a separate line item on invoices.

VII. SPECIAL NOTATIONS

ATTACHMENT A - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

ATTACHMENT B – Terms by Manufacturer

ATTACHMENT C - Special Provisions



**INVITATION FOR BID
Patient Care Training Equipment
Bid #21-116**

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)



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

ATTACHMENT B
 Patient Care Training Equip. Bid #21-116
 Terms By Manufacturer
Bid Due Date: On or before 1/14/2021 at 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	<u>FOB</u> - Freight <u>FACTORY</u> - Cost will be extra <u>DESTINATION</u> - Cost is included in discount
<i>Ex: ABC Company Inc</i>	<i>\$1,000</i>	<i>4-6 Weeks</i>	<i>25%</i>	<i>2016 List Price Sheet</i>	<i>Destination</i>

 Authorized Agents Signature

 Date

 Bid Number

 Name of Firm

INVITATION FOR BID
Patient Care Training Equipment
Bid #21-116

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 Patient Care Training Equipment, such as simulation mannequins and accessories for the purpose of providing materials and services utilized in a teaching and/or training environment.

Total approximate value of spend for this contract is between \$850,000.00 to \$1,000,000.00. 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 members with Patient Care Training Equipment 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 IFB or gather necessary quotations.

Bidders must be an authorized manufacturer, sales representative or service dealer having a local sales, service and install presence in Washington State. The Bidder must also include a list identifying the states within which they are authorized to sell, service and install. 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. The bidder may propose different pricing and rates for different installation areas as necessary to accommodate applicable wage rates and costs. 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, installation, integration, and training.

KCDA intends to award a contract to one or more bidders who can offer acceptable Patient Care Training Equipment that can be of benefit to the members of KCDA.

The types of services and products may include, but are not limited to simulation products, software, textbooks, and training.

By conducting this solicitation, KCDA intends to provide savings and to offer its members a choice of Patient Care Training Equipment 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

November 23, 2020 & November 30, 2020	Advertised as Bid #21-116 in DJC Seattle, Oregon
January 14, 2021	Bids due no later than 2:00 P.M. PST
February 11, 2021	Award Recommendation
February 18, 2021	Board Approval
March 1, 2021	Contract Start Date

C. SUBMISSION OF BIDS

Bidders are requested to submit pricing for Washington state. 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.

D. BID FORMAT

1. Preparation of the Bid Response

- a. The IFB #21-116 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.
 - **Cover Page** indicates the due date and where to send Bid Documents
 - **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 Product Price List (**completion required**)
 - **Attachment E1** Signature Page and Miscellaneous Fees (**signature required**)
 - **Attachment E2** Services Price Schedule (**complete if necessary**)
 - **Attachment F** Deviations (**signature required**)
 - **Company Profile** (**signature required**)
 - **Responsible Bidder Form** (**signature required**)
 - **Certification of Compliance** (**signature required**)
 - **IFB Terms & Conditions**
- 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 IFB 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 time and date.
- g. The Bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidders' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between KCDA and a Bidder requires the delivery of information and data. The quality of organization and writing reflected in the bid will be an indication of the quality of organization and writing which would be prevalent if a contract were awarded. As a result, the bid will be evaluated as a sample of data submission.

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 IFB 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 - Company Profile/Information

- Company Profile form
- Responses should include a brief introduction informing KCDA of the qualifications and experience of the Bidder, along with a brief company history.
- References. Requirements: Projects should be of similar size and complexity, preference given for government contracts.

Tab 2 - Response Forms

- Debarment Statement-Attachment A
- Terms by Manufacturer-Attachment B (option: bidder may include this information in their own format as part of the pricing pages)
- Special Provisions-Attachment C
- Deviations-Attachment F
- Certification of Compliance with Wage Payment Statutes
- Responsible Bidder Form

Tab 3 - Pricing Pages

- Manufacturer Price List-Attachment D
- Miscellaneous Fees-Attachment E1
- Services Price Schedule-Attachment E2
- A listing of products or services which are not listed on the price list which Bidder can provide and may be considered as a value add for KCDA member agencies.

Tab 4 - Product Line Brochures and Literature

Tab 5 - Marketing Plan

- List shows, conferences, examples of flyers or describe how bidder will market the KCDA Patient Care Training Equipment contract.

Tab 6 - 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 7- Addendums

E. 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 the KCDA contract, 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 vendors local sales representatives to market within each state.
- On a quarterly basis, complete the sales and administrative fee report (see attached Excel 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.

F. EQUIPMENT & RELATED PRODUCTS

1. New Products

All Patient Care Training Equipment provided under this contract must be new, and which have not been used previously and are being actively marketed by the manufacturers’ authorized dealers.

All branded products, 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 and installed in accordance with manufacturer’s specifications.

See the Attachment D - Manufacturer Price List for specifications for the product details.

2. Installation/Removal

- a. The installation and/or removal of contract items shall be performed in a professional manner. The member’s premises and equipment shall be left in a clean condition. The awarded vendor may be required to repair all damage and/or provide full compensation for damage to the member agencies premises and equipment that occurred during installation/removal.
- b. Personnel in charge of the installation must be available to coordinate installation with member agency’s internal staff. Qualified service support and technical personnel will be required to provide all necessary maintenance and repair. Installation dates and installation schedule must be approved by member agency.
- c. Installation crews may be working around students, teachers, and general staff. Installation may require off hour and weekend work in order to accommodate and complete the project in the timeline required by the member agency. The member agency will try to accommodate access for installation during school/business hours; however, any plan that displaces staff, students or personnel will most likely create disruption to the ordinary daily schedule. After hours and weekend installations are preferred and will be so identified in the proposal to the member agency.
- d. Project Manager for the awarded vendor shall verify proper installation at multiple and various times throughout the duration of the installation.

- e. Upon successful completion of installation, test system functionality for all possible scenarios and document all outcomes.
- f. Installment requirements (electrical certifications, plumbing certifications, licenses, permits, etc.).

3. Newly Installed Equipment or Related Product Problems

Member agency will evaluate the performance of newly installed products, services, technology for a 15-day period after installation. If the performance is unsatisfactory, the member agency will immediately contact the awarded vendor to pursue corrective action and resolution of the problem. Resolution of performance problems may result in:

- Repair or other action to correct the problem including training or modifications made to member's satisfaction.
- The replacement of the product, service, technology with another of the same brand and model, at no additional cost (including delivery and installation) to the member agency.
- Return of the product, service, technology with cancellation of the order at no charge to the member agency.

4. Inspection/Testing/Acceptance

- a. Inspections, tests, measurements, or other acts or functions performed by the member agency shall in no manner be construed as relieving the awarded vendor from full compliance with contract requirements. At a minimum, an installed piece must demonstrate the capability of providing the functions and services specified in the manufacturer's published literature.

5. Maintenance, Repair and Service

- a. Maintenance, repair, and service related to the operation of Patient Care Training Equipment must be provided to member agency.
- b. Excessive Service and Downtime: Patient Care Training Equipment including all components, spare parts, application software, and ancillary equipment supplied through this contract shall be capable of continuous operation. Therefore, awarded vendor shall guarantee that all products will be operational at least 98% of normal business hours. Patient Care Training Equipment that develops a trend of requiring an excessive number of service calls shall be reported by the member agency to the awarded vendor or by the awarded vendor to the member agency as the situation warrants and a corrective action and resolution will be made in a manner that is best for the member agency.
- c. In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the awarded vendor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the member agency.
- d. Awarded vendor must guarantee the availability of repair parts for a minimum of five (5) years subsequent to member agencies acceptance of the contracted Patient Care Training Equipment.

6. Relocation/Transfer

- a. Member agencies shall be afforded the option to relocate/transfer contract products and equipment from one member location to another member location as deemed

necessary with no change to agreement or maintenance plans. If self-moves are an option, the awarded vendor must be notified prior to relocating or transferring. The member agency will be responsible for repairs required for damage that occurred during self-moves.

- b. Alternately member agencies may elect to have the awarded vendor relocate/transfer the products and equipment. The awarded vendor is responsible for repairs required following such relocation/transfer. Relocation/transfer of products and equipment must be coordinated with member agency personnel responsible for the contract.

7. Adding new Products and/or Services

New Patient Care Training Equipment products and services 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 or service. KCDA may reject any additions without cause.

8. 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.

G. TRAINING & SUPPORT

If applicable, please state specifically the amount of training which will be provided at no charge. Then list the charge per hour of additional training if applicable (Attachment E2).

- a. If specified by the member agency, staff in-service shall be offered following the installation. Training needs must be quantified and specified by the member agency. Awarded vendors shall provide appropriate pricing (if applicable) based upon each member agencies training need. It is understood that some training may be provided free of charge and some may incur charges. Please outline your training philosophy and related pricing structure.
- b. If desired, follow up training may also be scheduled to further support usage and to identify any individual training needs. Please include follow up training pricing as well.

H. PRICING

IFB - The bidder shall submit pricing on the Pricing Pages included or on Attachment B in this IFB.

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 Patient Care Training Equipment, 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 IFB 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 IFB 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 IFB 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 Patient Care Training Equipment under the terms of this contract, will be responsible for payment of all taxes related to acquisition of the products and/or services, such as sales tax, property tax, etc. Awarded vendor must separately list all such taxes on member proposal and subsequent invoice.

I. 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 effort attempt by the entity to obtain appropriate funds for payment of the acquisition.

J. 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 Patient Care Training Equipment; 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 Contract Specialist 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 Contract Specialist 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 Contract Specialist sufficient to warrant the change.

K. 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 IFB 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 IFB. 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

Pricing	40
Comprehensiveness of products and services provided	25
Proper submission of proposal	15
Related Experience	10
Training	10
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.

L. ORDER PROCESS & REPORTING

1. Prior to accepting an order, the awarded vendor must verify the customer is a KCDA member. The membership is posted on the KCDA website under "Membership". If the customer is not posted on the KCDA website, the vendor must verify with the KCDA Contract Specialist if the member is valid. If the customer is not valid, the Contract Specialist will determine if the customer can participate in the KCDA contract. The Contract Specialist will then contact the customer to give them instructions on how to become a member.
2. The awarded vendor will submit a signed and dated proposal or quote to KCDA's member in accordance with the pricing awarded under this contract. If pricing has been negotiated due to volume purchasing, the price must be noted as negotiated and must be less than the firm price quoted for individual products. **All Patient Care Training Equipment products purchased must include the KCDA 2% service fee as a part of the price to the customer. The service fee is not to be listed as a separate line item on the member's quote.** The vendor's quote must specifically state the KCDA contract name & number. The quote must identify the contact name, e-mail address and phone number for the person responsible for approving the purchase.
3. The KCDA member will submit a copy of the proposal with a purchase order to the KCDA Contract Specialist. (After entering into a contract, KCDA will confirm the directions for placement of orders with the vendor and will post directions on the KCDA website for both vendor and members. These directions will be posted on each awarded vendor's website.)
4. Orders processed against this contract with customers who are not KCDA members or in contradiction to the approved order process are in violation of contract #21-116. Vendors not following proper procedures may be subject to contract cancellation and removed from consideration for future awards.
5. The vendor will provide KCDA with sales reports and service fee payments at the end of each quarter. A service fee of 2% is due to KCDA based on the total invoice value of sales against this contract. Vendors will be responsible for accurate, timely reports and service fee payments to KCDA. The reports and or invoices must include the member purchase order number, name of agency, contact person, reference KCDA contract #21-116 and give a description and quantity of equipment. Delinquency of fee payments may be considered cause for corrective action up to and including the vendor being terminated from the contract.
6. Complete Warranty information detailing period and coverage must be submitted to the member with each order.

M. 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 the Bid Response Forms



Patient Care Training Equipment Bid #21-116

Attachment D - Manufacturer Price List

Use this layout example to submit bid pricing for all equipment, supplies and other necessary line items and options for Patient Care Training Equipment. **All pricing must include the 2% service fee.**

Manufacturer	Category	Product Description	Mfg. SKU	Vendor SKU	List/Retail Price	% Discount off List	KCDA Bid price
	Examples:						
	<i>Simulation Equipment</i>						
	<i>Mannequins & Trainers</i>						
	<i>Parts & Accessories</i>						
	<i>Education & Coursework</i>						
	<i>Warranties</i>						

Shipping ____ is ____ is not included in above bid pricing.



INVITATION FOR BID

Patient Care Training Equipment Bid #21-116

BID DUE DATE: On or Before January 14, 2021 at 2:00 PM PST

Attachment E1

Signature Page and Miscellaneous Fees

The undersigned offers and agrees, if this bid 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 invitation for Bids, 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.

Delivery Fee: \$ _____ % or mileage rate
Installation Fee: \$ _____ per hour (comply w/ Prevailing Wage - RCW 39.04.010, 39.12.010 & 020)
Restock Fees: \$ _____
Lift Gate Fee when required \$ _____
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 before _____

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.



Patient Care Training Equipment Bid #21-116

Attachment E2 - Services Price Schedule

NOTE: If your company provides any of the services listed below, please complete the price schedule.
 If services are not documented in pricing pages, fees must be justified by using RS Means

Design Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

Training Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
	ex: Initial (must price)					
	ex: Follow up training (must price)					

Support Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

Maintenance Agreements	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

*Please detail additional discounts on large projects.

MISCELLANEOUS FEES

In some cases additional charges may be necessary. These costs are for items delivered direct to member agencies. Attach additional pages as may be necessary for each manufacturer.



**Patient Care Training Equipment Bid #21-116
Attachment F – Deviations**

1. Attachment C - Special Provisions

Bidders must check either the “Comply” or “Deviate” column for each inspection item. All deviations shall be noted and explained below.

Item	Description	Comply	Deviate
A. Solicitation Objectives	Bidder has read and understands and agrees to the objectives specified in Section A.		
B. Timeline	Bidder has read and understands and agrees to the timeline in Section B.		
C. Submission of Bids	Bidder has read and understands and agrees to the bid submission process in Section C.		
D. Bid Format	Bidder has read and understands and agrees to the bid format required in Section D.		
E. Vendor Responsibilities	Bidder has read and understands and agrees to the vendor responsibilities in Section E.		
F. Equipment & Related Products	Bidder has read and understands and agrees to the requirements specified in Section F.		
G. Training & Support	Bidder has read and understands and agrees to the requirements specified in Section G.		
H. Pricing	Bidder has read and understands and agrees to the pricing requirements specified in Section H.		
J. Authorized Dealers/Vendor Partners	Bidder has read and understands and agrees to the authorized dealer requirements in Section J.		



**Patient Care Training Equipment Bid #21-116
Attachment F – Deviations**

Item	Description	Comply	Deviate
K. Award	Bidder has read and understands and agrees to the award/evaluation process in Section K.		
L. Order Process & Reporting	Bidder has read and understands and agrees to the order process and reporting requirements in Section L.		

INSTRUCTIONS:

1. If “no” is checked below, complete this form by signing it at the bottom.
2. If “yes” is checked below, either insert answers into this form or create a Microsoft Word table format to provide narrative explanations of exceptions. If adding pages, the bidder’s name and identifying information as to which item the response refers must appear on each page.
3. Scan this form plus any attachments into a single PDF document.
4. Title the file “Attachment F - Deviations”.
5. Exceptions to local, state or federal laws cannot be accepted under this bid.

NO, this bidder does not have deviations (exceptions or alternates) to the specifications listed in Attachment C – Special Provisions.

YES, this bidder has the following deviations to the specifications listed in Attachment C – Special Provisions.

Item/ Section	Specification (describe)	Details of Deviation



Patient Care Training Equipment Bid #21-116
Attachment F – Deviations

Signature _____

Must be same signature that appears on the Bid Response Forms



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (November 23, 2020), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*



Company Profile
Patient Care Training Equipment
Bid #21-116

NAME OF BIDDER _____

COMPANY CONTACT INFORMATION

Company Name: _____ Website: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Contact Phone: _____ Contact Email: _____

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 _____

BACKGROUND

Note: Generally, in high level contracts, KCDA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the bidder has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. KCDA reserves the right to accept or reject newly formed companies based on information provided in this response and from its own investigation of the company.

This business is a [] public company [] privately owned company.

In what year was this business started under its present name? _____



Under what other or former name(s) has your business operated? _____

Is this business a corporation? No Yes. If yes, please complete the following:

Date of incorporation: _____ State of incorporation: _____

Name of President: _____

Name(s) of Vice President(s): _____

Name of Secretary: _____

Name of Treasurer: _____

Is this business a partnership? No Yes. If yes, please complete the following:

Date of organization: _____ State founded: _____

Type of partnership, if applicable: _____

Name(s) of general partner(s): _____

Is this organization individually owned? No Yes. If yes, please complete the following:

Date of organization: _____ State founded: _____

Name of owner: _____

This organization is a form other than those identified above. No Yes.

IF THE ANSWER IS YES, describe the company's format, year and state of origin, and names and titles of the principals.

COMPANY HEADQUARTER LOCATION

Company Address: _____

City: _____ State: _____ Zip: _____

Main Phone Number: _____ How long at this address? _____

COMPANY BRANCH LOCATIONS

Branch Address: _____

City: _____ State: _____ Zip: _____

Branch Address: _____

City: _____ State: _____ Zip: _____

Branch Address: _____

City: _____ State: _____ Zip: _____



Branch Address: _____

City: _____ State: _____ Zip: _____

If more branch locations, insert information here or add another sheet with above information.

SALES HISTORY

Provide your company’s annual sales for 2017, 2018 and 2019 YTD in the United States by the various public segments:

	2017	2018	2019 YTD
K-12 (public & private), Educational Service Agencies	\$	\$	\$
Higher Education Institutions	\$	\$	\$
Counties, Cities, Townships, Villages	\$	\$	\$
States	\$	\$	\$
Other Public Sector & Non-profits	\$	\$	\$
Private Sector	\$	\$	\$
TOTAL	\$	\$	\$

WORK FORCE

- 1. Key Contacts and Providers:** Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services:

Function	Name	Title	Phone	Email
Contract Manager				
Sales Manager				
Customer & Support Manager				
Function	Name	Title	Phone	Email
Distributors, Dealers, Installers, Sales Reps				



Consultants & Trainers

Technical, Maintenance & Support Services

Quotes, Invoicing & Payments

Warranty & After the Sale

Financial Manager

- 2. Sales Force: Provide total number and location of salespersons employed by your company in the states of Washington, Oregon, Idaho, Montana and Alaska by completing the following: (To insert more rows, hit the tab key from the last field in the State column.)

Table with 3 columns: Number of Sales Reps, City, State. Includes 4 rows of shaded input fields.

- 3. Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the states of Washington, Oregon, Idaho, Montana and Alaska completing the following: (To insert more rows, hit the tab key from the last field in the State column.)

Table with 3 columns: Center Type, City, State. Includes 3 rows of shaded input fields.

- 4. In-house Resources: Describe the business’s current in-house workforce, equipment and facilities available to perform under this solicitation.

Three horizontal lines for text entry.



5. **Sales Training:** Explain how your company will education your sales staff on the KCDA contract including timing, methods, etc.

ENVIRONMENTAL INITIATIVES

1. Describe how your products and/or services support environmental goals.

2. Describe the company’s “green” objectives (i.e. LEED, reducing footprint, etc.).

COOPERATIVE CONTRACTS

1. Does your company currently have contracts with other cooperatives (local, regional, state, national)?
_____ YES _____ NO

If YES, identify which cooperatives and the respective expiration date(s).

If YES and your company is awarded a KCDA Contract, which contract will you lead with in marketing and sales representative presentations (sales calls)?

INDEPENDENT SUBCONTRACTORS, DISTRIBUTORS, INSTALLERS, ETC.

If the Bidder is not the sole manufacturer/provider of all goods and services provided under this contract, the following must be answered:

- 1. **Selection Criteria for Independent Providers:** Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.
- 2. **Current Subcontractors, Distributors, Installers, Etc.:** Provide a list of current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type



of work outlined in this bid in the in the states of Washington, Oregon, Idaho, Montana and Alaska. Include, if applicable, contractor license information and the state(s) wherein they are eligible to provide services on behalf of this business.

DISCLOSURES

- 1. **Letter of Line of Credit or Annual Financial Report (REQUIRED):** Attach a letter from the business’s chief financial institution indicating the current line of credit available in its name and evidence of financial stability for the past three calendar years (2017, 2018 and 2019). This letter should state the line of credit as a range (ie., “credit in the low six figures” or “a credit line exceeding five figures”). If company is a publicly traded company a complete Annual Financial Report is required in place of Line of Credit Letter.
- 2. **Legal:** Does this business have actions currently filed against it? No Yes.

IF YES, AN ATTACHMENT IS REQUIRED: List and explain current actions such as Federal Debarment (on US General Services Administration’s “Excluded Parties List”), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

REFERENCES

Provide contact information of your company’s five largest public agency customers:

Agency	Name	Title	Phone Number	Email
1.				
2.				
3.				
4.				
5.				

Signature _____
Must be same signature that appears on the Bid Response Forms

RESPONSIBLE BIDDER FORM
 (Contractor's Qualifications)
 Patient Care Training Equipment Bid #21-116

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 #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

