



**INVITATION FOR BID
Hon Furniture
Bid #21-265**

Due November 12, 2020 On or before 1:00 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.

The KCDA Purchasing Cooperation (hereinafter "KCDA") requests bids from manufacturers and/or dealers who can offer Hon Furniture to its member agencies.

Total estimated value of this contract is approximately \$400,000.00 to \$500,000.00 annually.

Each bid is to be filed electronically through www.PublicPurchase.com. All bids must be submitted before the date and time shown above and will not be accepted after that. Mailed, faxed, or emailed bids will not be accepted. For information regarding electronic bidding, please contact Public Purchase at vendorsupport@publicpurchase.com or the Contract Specialist named below.

** Terms and Conditions HAVE changed. Bidders shall read Attachment C Special Provisions and be aware of those changes. All bids submitted will be construed to mean the bidder has read and accepted the updated terms and conditions in this IFB.

Electronic copies of this IFB are available via KCDA's website @ www.kdca.org. Click on Bid Information / Vendor Bids, or contact Kathy Elliott @ (425) 251-8115 X 149 if you have trouble opening the document.

Kathy Elliott, Contract & Procurement Specialist
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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 as requested for bid responses to be considered. Submit the samples to King County Directors' Association, 18639 80th Ave. S., Kent, Washington, 98032. 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. Where items are being offered as an alternate to a specified product, KCDA requests samples be submitted ten (10) working days prior to bid opening and also labeled with bid number, KCDA's item number and marked "Alternate for Bid". 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. TERMINCATION

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

Who may protest

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

What can be protested

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

How to file a protest

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

Protests should include the following information:

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

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

When to protest

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



**INVITATION FOR BIDS
#21-265 Hon Furniture**

BID DUE DATE: November 12, 2020 On or Before 1:00 PM PST

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.



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

ATTACHMENT B

Bid Name: Hon Furniture # 21-265

Terms By Manufacturer

Bid Due Date: November 12, 2020 On or Before 1:00 PM PST

Bidder Name:		Address:			
Phone:	Fax:	City, State, Zip:			
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 Oder	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
Ex: ABC Company Inc	\$1,000	4-6 Weeks	25%	2019 List Price Sheet	Destination

Authorized Agents Signature

Date

Bid Number

Name of Firm

KING COUNTY DIRECTORS ASSOCIATION

Bid #21-265 Hon Furniture

BID DUE DATE: November 12, 2020 On or Before 1:00 PM PST

Attachment C SPECIAL PROVISIONS

THESE INSTRUCTIONS SUPERCEDE AND TAKE PRECEDENCE OVER ANY OPPOSING LANGUAGE IN THE INVITATION TO BID.

King County Directors' Association Purchasing Cooperative (KCDA) is a public agency owned by the Washington public school districts. KCDA has grown to include public school districts, educational service districts, state agencies, counties, cities, and colleges throughout Washington and neighboring states. KCDA saves money for members by ordering in volume and supporting their purchasing and distribution requirements. We help members by creating volume purchasing and fulfilling bid laws that comply with the legal procurement requirements of our members, regardless of location or type of entity.

KCDA is currently seeking suppliers of Hon Furniture for its members.

Total estimated value of this contract is approximately \$400,000.00 to \$500,000.00 annually. KCDA does not guarantee any minimum or maximum number of member orders.

1. Bid #21-265 is expected to be awarded by the KCDA Board of Directors December 17th, 2020, with a one year term expiring December 31st, 2021. See Section II, General Provisions, Paragraph "G".

Award

- This bid will only be accepted electronically through KCDA's outside bidding agent, publicpurchase.com. Questions regarding registering for electronic bidding can be addressed directly to [Public Purchase](mailto:PublicPurchase@publicpurchase.com) at support@publicpurchase.com.
- Attachment A: In order to be considered responsive, Attachment A "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" must be electronically submitted.
- Attachment B: In order to be considered responsive, Attachment B "Terms by Manufacturer" must be signed and electronically submitted and will establish a standard product delivery lead-time; the actual delivery date must be no more than 60 calendar days. When an order is placed, the awarded vendor shall establish a firm delivery date. Any orders not received after the 60 calendar days delivery window may be subject to cancellation. Consistent awarded vendor back orders and shipment discrepancies may lead to re-award of contract.
- Attachment C: In order to be considered responsive, Attachment C "Special Provisions" must be signed and electronically submitted.

- Whenever an item in this bid is described by using a manufacturer's name, brand or catalog number, it shall be construed solely for the purpose of indicating the standards of quality. Brands of equal quality or alternate shall be considered only when literature of documentation from the manufacturer is provided with the bid. Any bid containing a brand that is not of equal quality, at the sole discretion of KCDA, shall not be considered. When specific brands are requested, the product/manufacturers name or number will be indicated as No Substitute. Product identified as "No Substitute" has undergone evaluation by a KCDA Purchasing Specialist and determined that the No Substitute item is of higher quality and better suited to the membership needs.
- For Items that state "no substitute" or "no subs", KCDA will not accept any item labeled other than the original manufacturer's label. Under certain circumstances the bidder can submit a letter from the manufacturer stating they (the manufacturer) are labeling the products specifically for the bidder and the product is guaranteed to be the same as the item specified in the bid. This letter must be submitted with the bid and it will be at KCDA's discretion to accept or deny the bid response. KCDA reserves the right to refuse any items that are not labeled according to the specifications in the bid.
- The successful bidder must be a Manufacturer or an Authorized Dealer of the manufacturer and have the ability to serve KCDA's members in all locations, excluding Alaska. Manufacturers who bid must submit a list of dealers authorized to use the contract in the Western United States. Manufacturers may add dealers to the list at any time with a ten (10) day written notice to KCDA. Dealers submitting a bid must include a letter from the manufacturer stating they are an Authorized Dealer.

No product will be accepted that has any other label attached other than manufacturer identification. Product will be refused if distributors or vendors attached labels with their business contact information.

- Bidder **MUST** enter manufacturer and manufacturer part number in their response in Public Purchase in **BOTH the Alternate Brand and REFERENCE# Field**. DO NOT enter "as specified". Bidder is to confirm the product they are providing in their bid by entering this information, even if the item is a No Sub item.
- Award will be on a line item basis or on a group basis whichever is in the best interest of the members served by KCDA to economize ordering efficiencies.
- 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 submitted on Public Purchase or the bid will be considered non-responsive.**

Pricing

- KCDA will accept prices two positions to the right of the decimal point only (i.e. \$2500.00 or \$1.50 are acceptable). \$2500.0049 and \$1.5050 are not acceptable. Digits in excess of two positions to the right of the decimal point will be disregarded, thereby removing the values shown in the third and fourth position to the right of the decimal point. If an award is issued to such bidder, invoices will be treated in the same manner. By submitting a bid, the bidder acknowledges and accepts these conditions.

- KCDA receives many requests for standard items from manufacturer's catalogs. It is therefore requested that bidders quote a discount from the manufacturer's current list prices using the discount section of Attachment B. KCDA will apply the quoted discount when providing pricing to Members for non-bid items. A catalog award will be issued only when line items are awarded to a vendor. A current price list must be provided or price list identifier referenced in the bid response, and be accessible within 5 days of such request by KCDA in order to qualify for such award. Price Lists submitted for discount catalog consideration will be firm for the term of the contract.
- Vendor pricing must include a 2% service fee to KCDA on **all** items. Vendor must assure the net price on all items submitted includes this service fee.

KCDA will coordinate with the successful bidder(s) one of the following payment methods for the 2% fee:

- 1) KCDA will invoice vendor in 2 month intervals for the amount of service fees accumulated in that period;
- 2) KCDA will deduct the 2% fee from the vendor's respective invoice at time of payment;
- 3) Vendor will establish a rebate program to report sales and track the service fee, making remittance to KCDA at negotiated intervals.

- MISCELLANEOUS FEES AND CONDITIONS

Pricing for miscellaneous fees and services is included in Attachment D. This form must be electronically submitted with the bid when responding, and include the 2% service fee.

- NEW PRODUCTS

New products that become available by the manufacturer during this bid term that are within the scope of an existing award, may be added to the contract under the discount amount quoted. A letter of request with all specifics must be presented to KCDA for review and approval prior to implementing new products onto the contract. Upon review and verification, KCDA will provide written authorization to add the new items to the contract.

Delivery

- Orders placed against this bid award must be delivered F.O.B. Destination to KCDA's Members, which are located primarily in Washington, Oregon, Idaho, Montana, but may be located in other states. Please list any required minimums and ship direct guidelines on Attachment B. This form must be electronically included in the bid when responding.
- In the case where an item must come into KCDA's warehouse, no blanket wrapper product will be accepted; All products must arrive for delivery in their original cartons ready for shipping.
- Freight charges will only be accepted on orders failing to meet required minimums. Only **actual** shipping costs will be passed on to the KCDA member. No packaging, surcharges, filing, processing, or handling charges will be allowed in addition to the actual shipping charges. Request for verification of charges may be initiated at any time by either the KCDA member or KCDA with no additional charges applied. Such charges must be verifiable for audit purposes. No COD orders will be accepted.

Marketing Plan

- Any successful bidder must actively promote the KCDA contract. A marketing plan must be submitted to KCDA by successful bidder(s). The marketing plan must be provided within 5 business days of notice of award. The marketing plan is to include details of how the bidder will keep the KCDA Members informed of the products and services available through the term of the contract. List all planned mailings, seminars or conferences in which you would promote the KCDA contract.
- **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.

QUESTIONS

All questions pertaining to this bid shall be entered in the "Questions" section of Public Purchase. No emails or phone inquiries will be accepted.

SIGNATURE OF BID PREPARER:

Signing below confirms that all requirements of this bid have been reviewed, that the bid submission conforms to these requirements, and that all submitted information is truthful and accurate to the best knowledge of the preparer:



INVITATION FOR BIDS

#21-265 Hon Furniture

BID DUE DATE: November 12, 2020 On or Before 1:00 PM PST

Attachment D

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 Bid, 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. If any of the following will be charged to KCDA members, a firm price must be provided. Response must not indicate "per project" "Call for Quote", or similar.

- Delivery Fee: \$ _____ % or mileage rate
Installation Fee: \$ _____ per hour (Prevailing Wage rates)
Design Fee: \$ _____
Performance Bond: \$ _____
Demolition Fee: \$ _____
Restock Fees: \$ _____
Lift Gate Fee when required \$ _____

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 _____

DESIGN PLANNING

On occasion our members request design planning for the entire facility. Will your company offer a design program under this contract with the same terms and conditions?

No _____ Yes _____ If Yes, submit design program outlining applicable fees

Firm Name: _____
Address: _____
City, State, Zip _____
Signed:** _____
Name and Title: _____
Telephone No. _____
Fax 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.



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date October 05, 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.*

RESPONSIBLE BIDDER FORM
(Contractor's Qualifications)
Bid #21-265

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