



**INVITATION FOR BID
Musical Instruments Bid #22-342**

Due March 10, 2022 On or before 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. Representing over 1 million students and over 5,000 ship to locations, KCDA purchases approximately \$190 million worth of products, equipment and services on behalf of the membership.

KCDA is currently seeking suppliers of Musical Instruments.

Total estimated value of this contract is approximately \$500,000 to \$550,000 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.

***NOTE* 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.

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**KING COUNTY DIRECTORS ASSOCIATION
INVITATION FOR BIDS**

NOTE: THERE ARE NO FEES ASSOCIATED WITH KCDA BIDS VIA 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 \$180 million worth of products, equipment and services on behalf of the membership. Restrictions of merchandise being available to any locale of KCDA membership must be noted under separate cover.

A complete list of all school districts and other public agencies that are members of the KCDA Purchasing Cooperative is available on our web site www.kcda.org.

B. INTERPRETATION OF BID DOCUMENTS

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

C. EXCEPTIONS

All exceptions to the terms and provisions of this invitation for bids shall be made by attachment to the bid form. Do not add to, delete from, or amend in any manner the bid form. Exceptions need to be entered in the payment terms and/or response terms fields within Attachment B. 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 in public 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. For this bid to be considered for award, it must be submitted electronically prior to the date and time indicated within the Public Purchase application. The times listed on Public Purchase are PST.

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

B. MODIFICATIONS

Bids may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of bids. Once notification has been received by KCDA, the respective bid entered through Public Purchase can be returned electronically to the bidder for modification and re-submission by the bidder as time allows. Returned and/or unsubmitted bids shall become the responsibility of the bidder. Bids that are not submitted or resubmitted via Public Purchase at the 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, or is labeled with distributor or vendor identification is unacceptable.

D. REJECTION OF ANY OR ALL PROPOSALS

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 shown on the bid forms are estimated requirements of the members for which KCDA acts as purchasing department, based on orders from the previous year. The quantities listed on the bid forms 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 on the bid form. Any minimum order requirements 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

This bid will be awarded as an annual contract covering 365 days from the date of KCDA Board acceptance as noted under Special Provisions. If you are able to quote a contract price for only a limited period or a specific quantity, or quote separate pricing for subsequent orders beyond the initial requirement, such terms may be qualified by inclusion in the response document within Public Purchase. Such attachments or electronic information must be precise, i.e., "Prices firm for purchase orders received by the bidder within 60 days from the date of bid opening" is acceptable, however, "Prices firm for 60 days" is not acceptable. Be specific. Imprecise language will be rejected and omitted from any subsequent award.

H. ORDERING SCHEDULE

Based upon minimum order requirements set by the successful bidder, KCDA may submit orders against this bid once a contract has been established by the KCDA Board of Directors. A large portion of the quantities listed will be ordered for delivery in April through July, however KCDA reserves the right to place orders anytime, for any amount, during the contract period based upon any minimum quantities and time restrictions set forth by the successful bidder attached to their bid response. 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 Purchasing Department.

I. 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.

J. 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.

K. 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.

L. 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.

M. PATENT INDEMNIFICATION

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

N. SAFETY REQUIREMENTS

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

O. RISK OF LOSS

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

P. REJECTION

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

Q. SHIPMENT IDENTIFICATION

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

R. NO BID RESPONSE

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

S. BID AWARDS

All bids will be awarded by the KCDA Board of Directors to the lowest responsible bidder meeting specifications and price as primary factors. 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 and make no awards, if in its sole judgment the best interests of KCDA and its members will not be served.

T. 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.

U. RECIPROCITY

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

V. FORCE MAJEURE

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

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

III. PREPARATION OF BID

A. SUBMITTAL OF BID DOCUMENT

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

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. 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 redistributes products to its members. All merchandise shipped to KCDA must be in packaging that can be reshipped, via common carrier, without damage. Any damaged incurred due to insufficient packaging will be the responsibility of the supplier.

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

C. PRODUCT IDENTIFICATION

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

D. QUANTITY PER UNIT OF MEASURE

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 space provided on the Bid Response entitled "Item Notes for Agency" within Public Purchase by updating the item notes area of the vendor response screen. Any bid submitted not showing the quantity per unit of measure will be construed to mean the bidder will furnish the unit of measure specified in the bid invitation and such interpretation shall be binding on the bidder. If unit of measure differs from the KCDA requirement, it will be construed as an alternate item and shall be noted in the space provided on the Bid Response entitled "Item Notes for Agency." 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.

E. ALTERNATE PROPOSAL

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

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

Do not confuse "Alternate Proposal" with a bid on an alternate item (See Section III-C). Alternate items are to be submitted by notation within the item notes area of the vendor response screen.

F. ERRORS/CORRECTIONS

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

G. INVOICING

It is understood that invoices issued by the manufacturer/dealer/distributor will reflect the shipping date of materials. It is also understood that actual delivery and install 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 Purchasing Department of any quantity of merchandise shipped against the purchase order. Invoices enclosed with merchandise will not be accepted. Invoices shall contain the following information: KCDA purchase order number, item number, quantity ordered, quantity shipped, unit price, extended price, terms and sales tax. Payments will be made on original invoicing only.

H. CASH DISCOUNTS/INVOICE PAYMENTS

Cash discounts are encouraged and cash discount percent and terms may be entered in the payment terms section of the vendor response screen for electronic responses. KCDA will subtract cash discount percentages when comparing bids in all cases where it is deemed probable that KCDA will be able to take advantage of the offered discounts. KCDA will accept terms for as few as 15 days. If the terms portion of the bid 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 receipt of merchandise at KCDA 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.

I. WASHINGTON STATE SALES TAX

Washington State sales taxes are not to be included in any items on this bid but will be added at the time of invoicing. All other taxes, including but not limited to any excise or business and occupation 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 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 Contract Specialist,
- 2) KCDA Purchasing Manager,
- 3) KCDA Executive Director,
- 4) 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 will be contacted as to when a meeting can be scheduled to review the protest. KCDA will then make a decision as to the merits of the protest, any remedies taken within 10 days and notify the protestor once that decision is made.

VI. PRODUCT TOXICITY REPORTS

A. HAZARDOUS CHEMICAL COMMUNICATION

In order to comply with the revised OSHA and Globally Harmonized System of Classification and Labelling of Chemicals (GHS), all bidders offering products on this bid that contain any toxic chemicals that may be harmful to the end user

must provide a Safety Data Sheet (SDS). Awarded vendors are to use the list of awarded items presented at time of contract signing and submit an SDS sheet for each item, referencing the KCDA item number, within 30 days of the contract start date, to kcdasds@kcda.org. Please also identify any web site address where SDS sheets are located.

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

- | | |
|--|-------------------------------------|
| A. Quantities are estimated. | Section II-F |
| B. Certify Debarment statement (Section III-A) | Attachment A |
| C. Prices bid are F.O.B. KCDA's instructions | Special Provisions or Section III-B |
| D. All items bid must be packaged in KCDA units. | Section III-D |
| E. Do not add sales tax into bid prices. | Section III-I |
| F. Manufacturer Terms page completed | Attachment B |
| G. Special Provisions | Attachment C |



**INVITATION FOR BIDS
#22-342 Musical Instruments**

BID DUE DATE: March 10, 2022 On or Before 2:00 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.



ATTACHMENT B
 Bid name #22-342 Musical Instruments
 Terms By Manufacturer
Bid Due Date: March 10, 2022 On or Before 2:00 PM PST

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

 Authorized Agents Signature

 Date

 Bid Number

 Name of Firm

KING COUNTY DIRECTORS ASSOCIATION

Bid #22-342 Musical Instruments

BID DUE DATE: March 10, 2022 on or Before 2:00 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 Musical Instruments for its members.

Total estimated value of this contract is approximately \$500,000 to \$550,000 annually. KCDA does not guarantee any minimum or maximum number of member orders.

Bid #22-342 is expected to be awarded by the KCDA Board of Directors April 21, 2022, with a one-year term expiring April 30, 2023. 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 at support@publicpurchase.com](mailto:PublicPurchase@support@publicpurchase.com)
- Attachment A: In order to be considered responsive, Attachment A "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" must be signed and electronically submitted.
- Attachment B: In order to be considered responsive, Attachment B "Terms by Manufacturer" must be signed and electronically submitted. (Please indicate standard lead times from bidder to destination.)
- Attachment C: In order to be considered responsive, Attachment C "Special Provisions" must be signed and electronically submitted.
- **NOTE:** When downloading the BID document for pricing from Public Purchase website, only edit the **Pricing** field in worksheet.

- Do not change, add or delete any Excel field(s) such as Quantity, etc. in the BID document.
 - Fields found to be manipulated, will result in disqualification of bid item(s).
 - Pricing that is not uploaded to Public Purchase site, will not be awarded to bidder.
- 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 alternates shall be considered only when literature or 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 product 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.

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

- Bidder MUST enter manufacturer and manufacturer part number in their response on Public Purchase in **BOTH the Alternate Brand and REFERENCE# Fields. 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.
- If the quantity or volume per unit (UOM) differs from that specified on the bid invitation, it is mandatory to note such difference in the space provided as vendor notes for each differing line item. Any bid submitted not showing the quantity or volume per unit (UOM) difference will be construed to mean the bidder will furnish the unit of measure specified in the bid invitation and such interpretation shall be binding on the bidder. If quantity or volume per unit (UOM) differs from the KCDA requirement, it will be construed as an alternate item. Any merchandise subsequently received in other than KCDA specified units of measure, must be repackaged to correct KCDA specified units of measure. Repackaging is the responsibility of the bidder who has entered into the contract.
- If the bidder has factory pack or case quantity purchasing requirements, the bidder must also note those requirements in the space provided as vendor notes for each specific line item. Any bid submitted not showing factory pack or case quantity requirements will be construed to mean KCDA can purchase that item in any quantity amount. Loose shipment of materials shall not be allowed.
- Award(s) 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. KCDA will consider multiple evaluation factors including price, delivery lead time, minimum order qty, packaging method, quality management, etc. for the best interest of _____ zththe members.
- 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

- Per the State of Washington's competitive bid requirements, RCW 28A.335.190, KCDA requires that the bidder verify all pricing terms with their Manufacturers prior to submitting bid on the contract. Any terms such as Tariffs, Freight etc., should be built into the bidder's 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. If an awarded contract includes the discount from manufacturer price list, such pricing shall only to be provided to KCDA – NO DIRECT QUOTES TO KCDA MEMBERS ARE ALLOWED AS PART OF THIS CONTRACT.

DELIVERY

- F.O.B Shipment Prices must be quoted in the UNIT SPECIFIED to include packaging and unloading of merchandise, and (except for cash discount percentages) quoted NET F.O.B DELIVERY POINT. All merchandise shipped to KCDA must be in packaging that can be reshipped to our members, via common carrier. 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.
- Attachment B will establish a standard product delivery lead-time; the actual delivery date must be no more than 30 calendar days. When an order is placed, the awarded vendor shall establish a firm delivery date. Any orders not received after the 30 calendar days delivery window may be subject to cancellation. Consistent awarded vendor back orders and shipment discrepancies may lead to re-award of contract.
- All orders require a 24 hour notice prior to delivery; Call 1-800-422-5019 x 154. (*Whiteboards require 10 am delivery) All product is to be individually wrapped per unit; no bulk product will be received and will be refused.

PUBLIC WORKS LANGUAGE

Vendor agrees that, in performance of the services required under this agreement, Vendor shall abide

by all federal, state, local and Washington law and regulations that may apply to construction and public works. It is the responsibility of the Vendor to determine applicability and requirements of any such laws and to abide by them.

Music Installation that requires affixing to the permanent structure of the facility must follow Public Works & Prevailing Wage Requirements in this situation.

- **Public Works:**

State of Washington statute requires workers be paid prevailing wages when employed on public works projects and on public building service maintenance contracts. (RCW 39.04.010, RCW 39.12.010 and 020) It is the contractor's responsibility to be acquainted with and comply with State regulations regarding payment of prevailing wages on public works projects. Prevailing Wages are established by the Washington State Department of Labor and Industries and can be obtained on the web at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp> or by contacting Labor and Industries at 360-902-5335. A copy may also be requested from KCDA. KCDA serves all counties in Washington State. The County in which the project is located will be identified once a member initiates a request for the service, and the effective wage rate to be applied to a specific project is to be based on the date of this bid during the original contract term, and if contract extensions are granted, the prevailing wage rate in affect at the time of the latest extension.

Application: The Public Works Act regulates wages paid to workers, laborers and mechanics performing public work. It does not apply to work that is clerical, executive administrative or professional in nature. It does not apply to work of a secretary, engineer or administrator, unless they are performing construction work, alteration work, repair work, etc. Prevailing wage application depends on the work that is performed, regardless of the worker's job title. (RCW 39.12.020 and WAC 296-128-510 through 530)

Definition:

Public Works is all work, construction, alteration, repair or improvement that is executed at the cost of the state or any other local public agency. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, ferry construction and utilities construction. (RCW 39.04.010)

Public Building Service Maintenance Contracts: Prevailing wages are also required on all public building service maintenance (janitorial) contracts. (RCW 39.12.020)

Contractors bidding a Public works project exceeding \$1,000,000.00 must declare who their HVAC, Plumbing and Electrical subcontractors will be and submit this information with bid documents in order for the bid to be responsive (RCW 39.30.060). Such projects also have special considerations pertaining to use of apprentices (39.04.320).

Reciprocity: In accordance with RCW 39.04.380 any bidding process for public works in which a bid is received from a nonresident contractor from a state that provides a percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. This does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280 or other procurement exempt from competitive bidding.

- **Prevailing Wage:**

Definition: Prevailing Wage is the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers and mechanics. The rate is established by the Department of Labor and Industries for each trade and occupation employed in the performance of public work. If Federal funds are used, bidders must comply with provisions of Davis-Bacon Act.

Basic procedures: A Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be filed and approved for the contractor and all subcontractors. No payments can be made until all contractors/subs have submitted an approved intent form. KCDA cannot release retainage until all Contractors have an approved Affidavit of Wages Paid form certified by the Industrial Statistician. (RCW 39.12.030, 040, 042) Once the work is successfully completed, KCDA will release 95% of the project cost and withhold 5% retainage for 45 days as dictated by law. The final 5% will be paid when the following is completed: Receipt of approved Affidavit of Wages Paid Forms, Releases from Washington State Department of Labor & Industries, Employment Security Department and the Department of Revenue, and acceptance of project completion to the satisfaction of the KCDA ordering member. **The cost of filing required Intents and Affidavits is the responsibility of the Contractor, and may not be added as a line item charged to the member agency. All Intents and Affidavits must name the agency for whom work is being performed as the contract award agency, not KCDA.**

Federally Funded Projects: In addition to the Federal Requirements of Section III General Terms and Conditions, Davis-Bacon prevailing wage requirements apply to public works construction contracts of \$2000 or more when a project includes any federal funding of any amount. When there is a difference between applicable state and federal prevailing wages for a particular classification of labor, contractors and subcontractors are required to pay the higher of the two prevailing wages. Applicable federal prevailing wage determinations can be found at <http://www.wdol.gov/>. Contractors/Subcontractors must be knowledgeable and adhere to all federal prevailing wage requirements, including but not limited to paying workers weekly and providing certified weekly payrolls for the contractor and subcontractors of any tier as required in the Davis-Bacon Act and applicable U.S. Department of Labor regulations. Falsification of any prevailing wage payroll records may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code. Contractor shall inform all subcontractors of the Davis-Bacon requirements and the prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses. Contractor must coordinate all requirements related to federal funded projects with the KCDA member Agency.

- **Responsible Bidder**

Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation demonstrating compliance with the criteria.

Low Responsible Bidder

A. State Responsibility Criteria. The Bidder must meet the following state responsibility criteria:

1. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2. Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
 - b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
 - c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.
5. New bidder requirement. Certify that within the three-year period immediately preceding the bid solicitation date:
 - a. The bidder is not a "willfull" violator, as defined in RCW 49.48.082, or any provision of chapter 49-46, 49.48 or 49.52 RCW.
 - b. As determined by a final and binding citation and notice of assessment issued

by the department of labor and industries or through a civil judgement entered by a court of limited or general jurisdiction.

c. As of July 1, 2019, WA Labor and Industries has required all businesses to have public works training before bidding and/or performing work on public works projects. This training requirement has been added to the responsible bidder criteria in [RCW 39.04.350](#) and [RCW 39.06.020](#). Awarding agencies are required to verify all contractors submitting bids meet this requirement before awarding the contract.

6. At the time of bid submittal, provide signed sworn statement in accordance with RCW 9A.72.085 verifying under penalty or perjury that the bidder is in compliance with the new responsible bidder criteria requirement.

7. Supplemental Bidder Responsibility Criteria. If supplemental criteria apply to this project, the criteria are included as "Exhibit A." The Bidder may make a written request to modify any or all of the supplemental criteria. Modification of supplemental criteria shall be at KCDA's discretion. Any modifications to the supplemental criteria shall be made by addenda prior to bid opening.

Subcontractor Responsibility

The contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2. Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
 - b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
 - c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW
5. Have an electrical contractor license, if required by Chapter 19.28 RCW;
6. Have an elevator contractor license, if required by Chapter 70.87 RCW;

Bonds- Payment & Performance:

The prime Contractor shall provide a Performance and Payment Bond at 100% of the contract price to the KCDA member with a copy to KCDA before work begins. The only exception is for contracts of one hundred fifty thousand (\$150,000) dollars or less. In this instance, at the option of the Contractor, the member may in lieu of the bond retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. The bond shall be issued by a surety company authorized to do business in the State of Washington and shall be on standard forms used for public projects (RCW 39.08.010) and as directed by the KCDA member.

- Performance and Payment bonds for KCDA members outside Washington must be provided by companies licensed to provide bonds for public entities in the member's state.

Licenses

The prime contractor shall possess and maintain in current status all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services offered in its response to the bid solicitation. Before submitting a bid, Bidders must hold a current, valid contractor's license as required in Washington. The contractor's license must be in the name of the legal entity submitting and signing the bid. A Bidder may not substitute a contractor's license held by a subcontractor or joint venture. Bidders submitting bids in Washington State without a valid contractor's license in the name of the Bidder are in violation of RCW 18.27.020.

It is the responsibility of the prime contractor to ensure any subcontractors performing under this contract hold and maintain appropriate licenses.

KCDA reserves the right to request copies of licenses at any time during the contract. Copies of licenses, upon request, must be submitted to the member prior to performing the work. The contractor agrees to keep and ensure subcontractors keep any required license, permit or bond current and in compliance with Washington rules, regulations and statutes, as well as in states outside Washington in which contractor performs work under this contract. For work performed for any Washington State school district, public agency or municipality, the Contractor must comply with the bidder responsibility requirements of RCW 39.04.350 prior to the KCDA member awarding a contract. The contractor must verify the responsibility of all subcontractors used in accordance with RCW 39.06.020.

- **Permits:** The acquisition of all permits as well as any drawings needed to obtain those permits is the responsibility of the successful Contractor/Bidder.
- **Certificate of Insurance:** A certificate of insurance demonstrating current coverage of the types and amounts of insurance required by KCDA and the KCDA member must be provided to the KCDA member prior to performance of any work. In addition, the Commercial General Liability policies must be endorsed to name KCDA and the KCDA member as additional insureds. Such policies must be further endorsed to provide that the insurance is primary as respects KCDA and the KCDA member, and that any other insurance maintained by KCDA and the KCDA member shall be excess and not contributing insurance with the Contractor's insurance. These endorsements must be provided along with the certificate of insurance. The KCDA member must both approve the certificate of insurance and endorsements.

- **Acceptable Pricing Method:**

KCDA is unable to accept Alternative Costing Method quotations except in certain limited instances, (i.e. sole source) in which KCDA and Vendor may mutually determine the Alternative Costing Method is acceptable. This will be the exception rather than the rule. RS Means or line item bid pricing is acceptable.

- **Progress Payments:**

The Contractor shall be paid, upon submission of a proper Payment Request, the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein. Submitted Payment Requests must contain the following minimum information:

- a. Contract Number
- b. Bid item ID, bid quantity, unit, unit price and description as appropriate
- c. Sales Tax as applicable

The Payment Request will be reviewed by the Member before payment is made. If the Member is in disagreement with the Payment Request, KCDA will issue a notice requesting a revised Payment Request.

KCDA, at its discretion, reserves the right to withhold payment on a given project, pending receipt of payment from the customer.

In accordance with RCW 51.12.050, KCDA reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the Contractor or Subcontractors.

- **Payment Retainage:**

In accordance with RCW 60.28 contract retainage [*not to exceed five percent of the moneys earned by the contractor toward completion of a public improvement contract*] shall be withheld and reserved in one of two ways:

a. As a trust fund for the protection and payment of 1) the claims of any person arising under the contract, and 2) the state with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from such contractor. Upon completion of a contract, the member agency shall notify the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries of the completion of contracts over one hundred fifty thousand dollars. KCDA will issue payment on the retainage amount forty-five days after notice from the KCDA Member Agency that the contract has been accepted as complete or upon receipt of all necessary releases, whichever is later.

b. Option of providing retainage bond for the full amount of the retainage (5% of the contract amount with a performance bond). This bond is separate from the performance bond under RCW 39.08.10. Providing a retainage bond means no retainage is withheld. If you choose to provide a retainage bond a copy of the bond must be submitted.

- **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:

Sign: _____ Date: _____

Print Name: _____



INVITATION FOR BIDS

#22-342 Musical Instruments

BID DUE DATE: March 10, 2022 On or Before 2:00 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.

- Installation Fee: \$ _____ per hour (Prevailing Wage rates)
- Design Fee: \$ _____
- Performance Bond: \$ _____
- Demolition Fee: \$ _____
- Restock Fees: \$ _____
- Lift Gate Fee when required \$ _____
- Casework: \$ _____ (Provide an Hourly Prevailing Wage Rate)

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.

Uniform Guidance “EDGAR” Certification Form 2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, KCDA will consider and may list the response, as the Respondents are unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in KCDA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as KCDA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency’s provision shall control.

Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent’s acceptance of wage determination.

Respondent further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Right to Inventions Made Under a Contract or Agreement

If the participating agency’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business

Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify KCDA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with KCDA.

General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	<u>Respondent Certification:</u> YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		

Name of Business

Signature of Authorized Representative

Printed Name

Date



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date **January 31, 2022**, 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 #22-342

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