

**INVITATION FOR BID**

**Athletic Equipment, Uniforms, and Accessories  
Bid #23-210**

**Due May 4, 2023 On or before 2:00 p.m., PDT**

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.

The KCDA Purchasing Cooperative (hereinafter "KCDA") requests bids from manufacturers and/or dealers who can offer athletic equipment, uniforms, and accessories to its member agencies.

Total estimated value of this contract is approximately \$200,000 to \$300,000 annually.

Each response is to be filed in a separate envelope and marked with the appropriate IFB name, number, day and time of opening. All bids must be at KCDA's office on or before the time shown above or they will not be accepted nor considered. Responses sent via email, faxed, or "postage due" will not be accepted. Responses sent via Federal Express, Express Mail or other overnight delivery services must be sent to: KCDA, 18639 80th Ave S, Kent WA 98032 and clearly marked with the IFB number and description, Attn: Purchasing Department.

**ATTN: Purchasing Department  
IFB# 23-210 Athletic Equipment, Uniforms, and Accessories  
KCDA  
18639 80<sup>th</sup> Ave S  
Kent, WA 98032**

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

Electronic copies of this IFB are available via KCDA's website @ [www.kdca.org](http://www.kdca.org). Click on Contracts & Bids / Vendor Bids, materials can also be downloaded online via Public Purchase [www.publicpurchase.com](http://www.publicpurchase.com). If you have trouble opening the document, send email to [janicelee@kcda.org](mailto:janicelee@kcda.org) (425) 251-8115 X 141

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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 \$190 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](http://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 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. To be considered for award, a bid response must be submitted according to the instructions and prior to the date and time indicated within. The times listed in any referenced schedule are Pacific Standard Time.

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

The KCDA address is:

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

#### B. MODIFICATIONS/WITHDRAWAL OF BID

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

#### C. QUALITY STANDARDS

Whenever an item in this invitation for bid is described using a manufacturer's name, brand or catalog number, it shall be construed solely for the purpose of indicating the standards of quality. Brands of equal quality shall be considered, except where otherwise stated, provided the bidder specifies the brand, model and number on which their bid is submitted and submits samples, specifications and other information necessary to properly evaluate the bid. Any bid containing a brand which is not of equal quality at the sole discretion of KCDA, shall not be considered. KCDA will accept bids on new product only. Merchandise that has been refurbished or has been in storage for a long period of time is unacceptable.

#### D. REJECTION OF ANY OR ALL RESPONSES

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

#### E. BINDING CONTRACT

It is understood that the offer represented by a bidder and an award made by the KCDA Board of Directors to the successful bidder, forms a binding contract. KCDA, under certain circumstances, will allow the assignment of contracts; however, no assignment can occur to another entity without written agreement from KCDA.

#### F. ESTIMATED QUANTITIES

Quantities, if shown on the bid forms, are estimated requirements of the members for whom KCDA acts as purchasing department based on historical ordering information. Such quantities represent the total quantity the cooperative anticipates purchasing over the life of the contract period. KCDA reserves the right to order more or less than the quantities stated in the bid. Any minimum order requirements or ordering restrictions should be so indicated as part of the bid response and will be subject to bid evaluation. Quantities ordered are based on actual requirements and the successful bidder will fulfill that requirement regardless of the manufacturer's policies regarding order completion.

#### G. CONTRACT PERIOD

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

#### H. ORDERING SCHEDULE

Based upon accepted minimum order requirements set by the successful bidder, KCDA or KCDA members may submit orders once a contract has been established by the KCDA Board of Directors. KCDA reserves the right to place orders anytime, for any amount, during the contract period based upon any accepted minimum quantities and time restrictions set forth by the successful bidder attached to their bid response. Quantities and delivery dates listed in this bid are presented as a guide to the bidder, but will not be binding or limiting to the KCDA and its members.

#### I. EXTENDED CONTRACT PERIOD

By mutual written agreement of KCDA Board of Directors and the successful bidder, the initial contract period may be extended for additional periods, not to exceed extensions of 3 years total beyond the initial contract. Such extensions shall be at the awarded price in effect at the time and under the same terms and conditions as the original contract unless otherwise allowed under terms of the contract. Requests for extension shall be submitted to KCDA a minimum of 30 days prior to expiration of the existing contract term.

#### J. REQUESTED SAMPLES

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

DO NOT ENCLOSE YOUR BID WITH THE SAMPLES.

#### K. DISPOSAL OF SAMPLES

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

#### L. KCDA NON-DISCRIMINATION STATEMENT

Bidders who desire to provide KCDA with equipment, supplies and/or professional services must comply with the following Non-Discrimination requirements. During the performance of this contract, the Bidder agrees as follows:

Bidder will comply with all Local, State and Federal Laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

The Bidder will not discriminate against any employees or applicant for employment because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

Any Bidder who is in violation of these requirements, or an applicable nondiscrimination program shall be barred forthwith from receiving bid awards or any purchase orders from KCDA.

#### M. INDEMNIFICATION

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

#### N. PATENT INDEMNIFICATION

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

#### O. SAFETY REQUIREMENTS

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

#### P. RISK OF LOSS

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

#### Q. REJECTION

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

#### R. SHIPMENT IDENTIFICATION

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

#### S. NO BID RESPONSE

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

#### T. BID AWARDS

Following evaluation, bids recommended for award will be awarded by the KCDA Board of Directors to the lowest responsible bidder meeting specifications 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, to waive any minor irregularities in the bid process, or to make no awards, if in its sole judgment the best interests of KCDA and its members will not be served.

#### U. TERMINATION

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

#### V. RECIPROCITY

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

#### W. FORCE MAJUERE

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



from resuming performance in accordance with the contract. The party receiving the notice of force majeure may contest the declaration of a force majeure. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, internal labor disputes, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

### **III. PREPARATION OF BID**

#### **A. SUBMITTAL OF BID RESPONSE**

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

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

#### **B. SIGNATURE**

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

#### **C. QUESTIONS/ADDENDUMS**

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

#### **D. F.O.B. SHIPMENTS**

Prices must be quoted in the UNIT SPECIFIED, PACKAGING INCLUDED and except for cash discount percentages, quoted NET, F.O.B. THE DELIVERY POINT specified in this bid, including the unloading of the merchandise. KCDA typically redistributes products to its members unless designated or requested as a direct ship method. All merchandise shipped to KCDA must be in packaging that can be reshipped, via common carrier, without damage. Any damage incurred due to insufficient packaging will be the responsibility of the supplier.

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

#### **E. PRODUCT IDENTIFICATION**

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

#### F. QUANTITY PER UNIT OF MEASURE

Where applicable, if the quantity or volume per unit differs from that specified in the bid invitation for any particular item, it is mandatory to note such difference in the bid response. Any bid submitted not showing the quantity per unit of measure will be construed to mean the bidder will furnish the unit of measure as specified in the bid invitation and such interpretation shall be binding on the bidder. If the bidder provides a unit of measure different from the KCDA requirement, it will be construed as an alternate item. Any merchandise subsequently received in other than KCDA units must be repackaged to correct units. Repackaging is the responsibility of the bidder who has entered into the contract. Payment will not be tendered until the merchandise has been packaged to KCDA units. If necessary, KCDA reserves the right to repackage merchandise to KCDA units and charge the bidder for all fair and reasonable associated costs. KCDA requires that upon award, the successful bidder establish a factory pack unit and ship in that unit for the duration of the contract.

#### G. ALTERNATE SPECIFICATIONS

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

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

#### H. ERRORS/CORRECTIONS

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

#### I. INVOICING

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

Invoices enclosed with merchandise will not be accepted. Invoices shall contain the following information: purchase order number, item number, quantity ordered, quantity shipped, unit price, extension, terms and sales tax. Payments will be made on original invoicing only.

#### J. CASH DISCOUNTS/INVOICE PAYMENTS

Cash discounts are encouraged and cash discount percent and terms may be entered on Attachment B. KCDA will subtract cash discount percentages when comparing bids in all cases where it is deemed probable that KCDA will be able to take advantage of the offered discounts. KCDA will accept terms for as few as 15 days. If the terms portion of the bid is left blank then terms will be assumed to be Net-30 days. Please do not enter terms as 100% as this means the merchandise bid is free.

KCDA is required, by law, to process invoice payments through the King County Treasurer. Payment warrants can be issued weekly. The first day for start of terms shall begin with acceptance of delivery or

installation by the end user or receipt of invoice, whichever is later. Invoices with discounts between 15 and 30 days will be paid within terms and net 30-day invoices will be paid on the first pay date after 30 days.

#### **K. WASHINGTON STATE SALES TAX**

Washington State sales taxes are not to be included in any items as part of the bid response, but will be added at the time of invoicing. All other taxes, including but not limited to any excise or business and occupation tax must be included in your bid price. The only taxes KCDA will pay upon invoice are the Washington State Sales tax.

### **IV. PRODUCT ACCEPTANCE**

#### **A. GENERAL POLICY**

The Purchasing Department shall have the right to reject any and all articles that are not in strict conformity with requirements and specifications of the bid and the approved samples submitted by the bidder. The bidder must replace all rejected articles promptly with articles of quality equal to the specifications or samples submitted and remove rejected articles at his own expense. In the event of failure on the part of the bidder to promptly replace rejected articles, the Purchasing Department reserves the right to purchase same on the open market or of declaring the contract void. Any additional costs incurred to procure and distribute replacement product will be charged to the bidder.

### **V. BID PROTESTS**

#### **A. WHO MAY PROTEST**

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

#### **B. WHAT CAN BE PROTESTED**

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

#### **C. HOW TO FILE A PROTEST**

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

Protests should include the following information:

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

Appeals of protest ruling must be made in the following order:

- 1) KCDA Purchasing Manager,
- 2) KCDA Executive Director
- 3) KCDA Board of Directors.

#### D. WHEN TO PROTEST

Protests alleging improprieties in a solicitation must be filed before the bid opening time and date if the improprieties were apparent prior to that time. A solicitation defect that was not apparent before that time must be protested not later than 2 business days after the defect became apparent.

#### E. WHERE TO FILE A PROTEST

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

#### F. AFTER A PROTEST IS FILED

Upon receipt of a protest, KCDA will acknowledge receipt of the protest in writing either by mail, fax or email. The only time an acknowledgement is not sent will be if the protest is summarily dismissed. Protestors may be contacted for a meeting to review the protest. Within 10 days KCDA will make a decision as to the merits of the protest and notify the protestor of the decision and any remedies in the matter.

### VI. PRODUCT TOXICITY REPORTS

#### A. HAZARDOUS CHEMICAL COMMUNICATION

In order to comply with 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](mailto:kcdasds@kcda.org).

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

### VII. SPECIAL NOTATIONS

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

ATTACHMENT B - Terms by Manufacturer

ATTACHMENT C - Special Provisions



**INVITATION FOR BIDS  
#23-210 Athletic Equipment, Uniforms, and Accessories**

**Attachment A**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

In submitting the proposal to provide products and/or services as outlined in the bid specifications, we hereby certify that we have not been suspended or in any way excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of a bid contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's Responsibilities.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

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



## INVITATION FOR BID

### ATHLETIC EQUIPMENT, UNIFORMS, AND ACCESSORIES BID #23-210

#### ATTACHMENT C – Special Provisions

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

#### A. SOLICITATION OBJECTIVES

KCDA is seeking manufacturers, providers, or dealers/distributors to provide current and emerging athletic equipment, uniforms, and accessories to its members.

Total approximate value of spend for this contract is between \$200,000.00 and \$300,000.00. However, KCDA does not guarantee any minimum or maximum value or number of orders.

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

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

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

It is the intent of KCDA to award a contract, whereas KCDA member agencies are provided a variety of athletic equipment, uniforms, and accessories and related products to meet their various needs.

The types of services and products may include, but are not limited to hurdles, vaulting pits, crossbars, portable shelters, padding, standards/netting, tackling sleds, pitching machines, wrestling mats, pool equipment and supplies and other large athletic and sports equipment and training machines used on fields, courts, and other athletic facilities.

Types of services and products may include, but are not limited to a wide variety of colors, designs and sizes, and athletic-related uniforms and accessories. The uniforms and apparel shall come in men's/women's/youth designs and in sizes ranging from youth to adult, and tall and large. Athletic uniforms, apparel, and accessories should be offered in generic colors, as well as customizable colors and designs, to be determined by the Member Agency.

This solicitation is for goods/materials only and does not include installation services involving public works projects. Examples of the athletic equipment, uniforms, and accessories and related products suggested for proposal through this IFB process include, but are not limited to, the following:

- Track & Field: Hurdles, high jump/pole vault pits, padding, crossbars, starting blocks, shot, discus
- Football: Chain sets, dummies, sleds, goal posts, padding, cages, training equipment
- Soccer: Goals, netting, shelter, line marking, rebounders, training equipment
- Basketball: Backboards, goal posts, standards, carts
- Tennis: Carts, court number and score keepers, netting, supplies, shade shelters, windsock
- Volleyball: floor plates, netting, standards, storage, manual scorekeepers, carts, judges stand
- Wrestling: Mats, mat rollers, practice circles, headgear, scales, portable scorekeepers
- Pool: Diving boards, large equipment, pool activity supplies and accessories
- Other Equipment: Other large equipment items for sports fields and courts, wall pads, matting, portable shelters
- Apparel: Sports uniforms and apparel, e.g. baseball, basketball, bowling, cheerleading, coaching, cross country, football, golf, gymnastics, hockey, lacrosse, referee, skiing, soccer, softball, swimming, tennis, track and field, volleyball, wrestling and other types of sports uniforms and apparel
- Accessories: Customized/related trophies, medallions, and plaques for awards related to athletic activities

By conducting this solicitation, KCDA intends to provide savings and to offer its members a choice of athletic equipment, uniforms, and accessories and related products at discounted pricing.

KCDA's purpose is to:

- Cooperatively serve our members and associate members through a continuous effort to explore and solve present and future purchasing needs.
- Provide government agencies opportunities for greater efficiency and economy in acquiring goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Maintain credibility and confidence in business procedures by maintaining open competition for purchases and complying with purchasing laws and ethical business practices.
- Provide competitive price solicitations which meet the procurement laws of our members.



- Secure multi-state volume purchasing contracts which are measurable, cost effective and continuously exceed our members’ expectations.
- Provide quick and efficient delivery of goods and services by contracting with “high performance and quality” vendors who understand our members’ needs.

Questions shall be submitted through Public Purchase and be posted no later than 2:00pm, May 4, 2023. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the bidder of any responsibilities under this solicitation or any subsequent contract. Where a response cannot be obtained prior to the IFB closing, it is understood the Bidder will assume the most stringent requirements in submitting a response. It is the responsibility of the interested Bidders to assure they have received responses to questions if any are issued through Public Purchase.

**B. TIMELINE**

March 15, 2023 & March 22, 2023	Advertised as Bid #23-210 in DJC Seattle, Oregon
May 4, 2023	Bids due no later than 2:00 P.M. PDT
June 8, 2023	Award recommendation
June 15, 2023	Board Approval
July 1, 2023	Contract Start Date

**C. SUBMISSION OF BIDS**

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

**Online submission of bid through Public Purchase is NOT accepted.**

- Submit sealed bids in 3-ring binder with an inside pocket and a set of dividers. Submit one (1) bound and signed copy of the bid plus one (1) electronic copy on CD or flash drive.
- KCDA reserves the right to reject any or all bids and to accept any proposal deemed most advantageous to KCDA members and to waive any informality in the bid process.
- Bids shall be submitted as stated in this solicitation. Deviations to any terms, conditions and/or specifications shall be conspicuously noted in writing by the bidder and shall be included with the bid. No cross outs or delineations shall be made to the existing document. Exceptions and deviations will be considered in award evaluation. KCDA reserves the right to reject any deviations or exceptions stipulated in a bidder response and may subsequently disqualify such bid if such terms are unacceptable to KCDA. Language to the effect that the bidder does not consider this solicitation to be part of a contractual obligation may result in the bid being disqualified.
- Withdrawals of bids will not be allowed for a period of 60 days following the opening. Withdrawal of bids prior to the opening date will be permitted.
- Addendums if required, will be issued by KCDA through Public Purchase. Addendums will also be posted on the KCDA website ([www.kcda.org](http://www.kcda.org)) under Bid Information. Addendums will not be mailed or e-mailed. It is bidder’s responsibility to check for issuance of any Addendums prior to submitting a bid. **All Addendums must be signed and returned with the bid document or the bid will be**

**considered non-responsive.** All documents with signatures shall have original ink signatures. Electronic copies shall be scanned with original signatures.

## **D. BID FORMAT**

### **1. Preparation of the Bid Response**

- a. The IFB #23-210 is published in one PDF document on the KCDA Website, it is also published on the Public Purchase Website with all required documents and forms posted separately.
  - **Cover Page** indicates the Due date and where to send Bid documents to
  - **Attachment A** contains the Debarment Statement (**signature required**)
  - **Attachment B**, includes Terms by Manufacturer (**signature required**)
  - **Attachment C** Special Provisions that take precedence (**signature required**)
  - **Attachment D** Manufacture Product Price List (**completion required**)
  - **Attachment F** Deviations (**signature required**)
  - **Company Profile** (**signature required**)
  - **EDGAR form** (**signature required**)
- b. Bid Forms requiring signatures shall be submitted with original ink signatures, by the person authorized to sign the bid. Failure to properly sign the bid documents or to make other notations as indicated will result in the response being deemed non-responsive.
- c. Corrections and/or modifications received after the opening time will not be accepted, except as authorized by applicable rule, regulation or statute and KCDA.
- d. In case of an error in extension of prices in the bid, unit prices shall govern.
- e. Periods of time, stated as a number of days, shall be in calendar days, not business days.
- f. It is the responsibility of all Bidders to examine the entire IFB package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
- g. The Bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidders' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the KCDA and a Bidder requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the bid will be evaluated as a sample of data submission.

### **2. Format of Bid Response**

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

#### **Tab 1 - Company Profile/Information**

- Responses should include a brief introduction informing KCDA of the qualifications and experience of the Bidder, along with a brief company history.
- Company Profile

- Reference requirements: (3). Projects should be of similar size and complexity, preference given for government contracts.

**Tab 2 - Response Forms**

- Debarment Statement - Attachment A
- Terms by Manufacturer - Attachment B (option: bidder may include this information in their own format as part of the pricing pages)
- Special Provisions - Attachment C
- Deviations – Attachment F
- Edgar Certification Form

**Tab 3 - Pricing Pages**

- Price sheets supplied in IFB – Attachment D
- A listing of products or services which are not listed on the price list which Bidder can provide and may be considered as a value add for KCDA member agencies (delivery services, freight pricing schedules, inside placement and set up, warranties, etc.).

**Tab 4 - Product Line Brochures and Literature**

**Tab 5 - Marketing Plan:**

- List shows, conferences, show examples of flyers or describe how bidder will market the KCDA Athletic Equipment, Uniforms, and Accessories contract.

**Tab 6 – Authorized Dealers/Vendor Partners**

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

**Tab 7- Addendums**

**E. VENDOR RESPONSIBILITIES**

- Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to the KCDA contract. This employee will have a complete copy and must have working knowledge of the contract.
- Train and educate sales staff on what the KCDA contract is including pricing, who can order from the contract, terms/conditions of the contract and the respective ordering procedures for each state. It is expected that the awarded vendor will lead with the KCDA contract.
- Develop a marketing plan to support the KCDA contract in collaboration with respective KCDA member agencies. Plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.
- Create a KCDA-specific sell sheet with a space to add a KCDA logo and contact information for use by KCDA and the awarded vendors local sales representatives to market within each state.
- Have ongoing communication with the Contract and Procurement Specialist at KCDA and the KCDA member agencies.
- Attend two (2) “touch base” meetings at KCDA per year. One of those meetings may be participating in the KCDA Vendor Fair.
- Participate in national and local conference trade shows to promote the KCDA contract.
- Increase sales over the term of the KCDA contract.

## F. EQUIPMENT & RELATED PRODUCTS

1. New Athletic Equipment, Uniforms, and Accessories and Related Products: All athletic equipment, uniforms, and accessories and related products provided under this contract must be new. Athletic equipment, uniforms, and accessories and related products which have not been used previously and are being actively marketed by the manufacturers' authorized dealers.

All branded athletic equipment, uniforms, and accessories and related products components, spare parts, application software, and ancillary equipment supplied under this contract must conform to manufacturer specifications and shall be of new manufacture and in current standard production. The awarded vendor is responsible for ensuring that these items are operable and installed in accordance with manufacturer's specifications.

See the Attachment D Manufacture Product and Pricing List for specifications for the product details.

2. Athletic Equipment, Uniforms, and Accessories and Related Products: Product Problems

Member agency will evaluate the performance of athletic equipment, uniforms, and accessories and related products for a 15-day period after receipt. If the performance is unsatisfactory, the member agency will immediately contact the awarded vendor to pursue corrective action and resolution of the problem. Resolution of performance problems may result in:

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

3. Athletic Equipment, Uniforms, and Accessories Inspection/Testing/Acceptance:

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

4. Athletic Equipment, Uniforms, and Accessories and Related Products New products:

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

5. Athletic Equipment, Uniforms, and Accessories and Related Products Discontinued Products

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

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

## **G. PRICING**

- The bidder shall submit pricing on the Pricing Pages included or on Attachment B in this IFB. **Vendor bid pricing shall include a 2% administrative fee on all line items and charges.** The administrative fee must be part of the bid price. If you are bidding a catalog price less a discount, make sure the administrative fee is included in the net price to the member agency. Pricing must include the 2% KCDA service fee so the service fee is invisible to KCDA members.
- For all athletic equipment, uniforms, and accessories and related products, pricing may be by line item or discount off manufacturer price list (Attachment B). Accessories and materials may be from other manufacturers or sources but must be identified and priced in the IFB response either by item or via catalog discount. On the pricing sheet, list and group accessories and materials by manufacturer for ease of identification. Respondents will choose only one pricing method to be used per manufacturer. Alternative pricing methods shall be addressed in Attachment B. Proposals received that provide both for a single manufacturer will be found non-responsive.
- Bidder must identify the manufacturers and model/part numbers of the athletic equipment, uniforms, and accessories and related products being offered in their submittal, along with price. A copy of the latest price list or catalog against which pricing will be applied must be provided with the IFB response. Bidder must also submit all applicable price lists or catalogs that are included as part of their response on CD or thumb drive. Submission of outdated price lists or catalogs may result in rejection of the response.
- Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. If price adjustment contingencies occur, or not less than ninety (90) days prior to each contract anniversary date, awarded vendor may submit a fully documented request for price adjustment to KCDA. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of bid submittal and results from an increased cost to awarded vendor that was out of awarded vendor's control. The awarded vendor must submit the request for price adjustment to the Purchasing Agent at least 30 days prior to the effective date with the following documentation:
  - A justification letter from the Manufacturer in writing on the company's letterhead. It shall clearly state the above mentioned and include reasons for the price adjustment, percentages of adjustment, and what commodity caused the adjustment.
  - Updated Attachment D.
  - It is accompanied by documentation acceptable to the Contract Specialist sufficient to warrant the change if it is requested by Contract Specialist.
- KCDA will review requests for fixed price adjustments to determine if the new prices or another option is in member agencies' best interests. If accepted, new fixed prices shall apply to the contract upon approval from KCDA. Price changes shall be a factor in contract renewal.

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

Freight and Delivery: KCDA prefers that freight charges be included in the bid prices. Bidder must identify any/all items that may be subject to extra freight charges due to variances attributable to weight and volume per order. (See Section III, Paragraph D of the General Provisions.) All merchandise must be shipped FOB Destination prepaid and add, with such freight charges added to the invoice as a separate line item. If applicable, freight charges must be quoted to KCDA members prior to any purchase order being issued by the member agency.

Please state minimums required if applicable, and any ship direct guidelines on Attachment B. This form must be submitted with the IFB response.

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

Setup/Installation: It is understood that no work requiring the public works process and prevailing wage rates are included as part of an award from this bid. No such work will be undertaken by the awarded vendor(s) or any subsequent subcontractors of the awarded vendor. The member agency is required to arrange for such work independent of this contract.

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

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

## **H. FUNDING OUT CLAUSE**

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

1. Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the agreement.

2. Conditioned on a best effort attempt by the entity to obtain appropriate funds for payment of the acquisition.

## **I. AUTHORIZED DEALERS/VENDOR PARTNERS**

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

Bidder may propose a network of authorized dealers/vendor partners through whom the bidder intends to perform the contract. Member agencies may be directed to bidders network of authorized dealers/vendor partners for athletic equipment, uniforms, and accessories and related products, however the awarded vendor shall be responsible for the actual job performance of each and every authorized dealer/vendor partner. This includes, but is not limited to proper ordering process and reporting, or submittal of 2% service fee. Unresolved problems with the authorized dealer/vendor partner may be referred to the awarded vendor for resolution. Bidders are to identify and list each of the authorized dealers/vendor partners they intend to involve in contract performance.

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

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

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

## **J. AWARD**

### **Evaluation**

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

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

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

Evaluation Criteria and Weight

Proper submission of proposal	10
Comprehensiveness of products and services provided	10
Related Experience (References)	15
Pricing: Price Sheet, Warranty, Freight Schedule	50
Presentation of full and complete product offering that can meet a variety of member agencies requirements/timelines including warranty information.	15
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

**Clarification and/or Discussions**

Clarification of a response may be necessary. KCDA will communicate with the bidder(s) for the purpose of eliminating minor errors, clerical errors, and/or irregularities. Clarification is accomplished by explanation or substantiation, either in response to an inquiry from KCDA or an inquiry initiated by a bidder. Clarification does not give a bidder the opportunity to revise, change or modify their response in any way. Discussion takes place after the initial receipt of proposals. KCDA reserves the right to conduct discussions with bidders whose responses are determined to be reasonably inclined toward receiving a contract award. Discussion may occur when oral or written communications between KCDA and the bidder are conducted for the purpose of clarifying information to determine the acceptability of a response. KCDA will not assist the bidder in bringing the bidder’s response to the same level of other responses received by KCDA. Further, KCDA will make no indication of pricing or other information received from other bidders.

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

**K. ORDER PROCESS & REPORTING**

1. This is considered a Direct Ship (DS) contract. Vendor must confirm Customer is a member of KCDA Purchasing Cooperative ([www.kcda.org](http://www.kcda.org)). If you have any questions or need help in referring a public entity to become a member of KCDA, please contact KCDA Customer Service at 800-422-5019 or by email at: [customerservice@kcda.org](mailto:customerservice@kcda.org).
2. Awarded vendor(s) will submit a signed and dated proposal or quote to each interested KCDA member in accordance with the pricing awarded under this contract. If pricing has been negotiated due to volume purchasing, the price must be noted as negotiated and the negotiated price must be less than the firm price quoted.



3. Awarded vendor(s) must specifically state the KCDA contract number KCDA #23-210 Athletic Equipment, Uniforms, and Accessories on their proposal to each KCDA member. This proposal must identify the member's contact name, e-mail address and phone # of the person responsible for approving this purchase. The member contact information is critical, and if not provided, may be grounds for delaying the processing of the order as well as eventual payment to the awarded vendor.
4. All line items on the member quote must be verifiable against the awarded vendor(s) price sheets (or discounts) submitted per manufacturer. Be sure to reference the manufacture, part number, KCDA price for every line item. Quotes to member customers must include the 2% KCDA administrative fee so the fee is invisible to KCDA members. It must not be included as a separate line item.
5. Members should send a copy of their PO made out to KCDA and a copy of the Vendor quote to the Contract Specialist designated on the Awarded Contracts page. Upon KCDA's verification of membership and pricing, KCDA will create and forward a KCDA Purchase Order to the designated point of contact at the awarded vendor. The Contract Specialist will request additional information, such as scope of work and item/part number along with pricing for each line item as needed. Failure to provide adequate evaluation information may result in delay of purchase order approval by Contract Specialist.
6. A copy of the order will be kept on file at KCDA.
7. Awarded vendor must not commence delivery, services or installation using the KCDA contract without receiving a Purchase Order from KCDA.
8. Orders processed against this contract by customers who are not KCDA members or without e-mailed approval from KCDA are in violation of contract #23-210 Athletic Equipment, Uniforms, and Accessories specifications. Vendors not following proper procedures may be removed from consideration for future awards.
9. KCDA reserves the right to revise the ordering process above at their sole discretion, if deemed necessary for contract management or audit purposes. An implementation for change will be coordinated with awarded vendor(s) as needed.

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

**Signature** \_\_\_\_\_

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

**King County Directors' Association  
Athletic Equipment, Uniform, and Accessories #23-210**

**Attachment D - Price Sheet**

**Instructions:** Use this layout example to submit bid pricing for all equipment, supplies and other necessary line items and options for Athletic Equipment, Uniform, Accessories, and related product.  
**All pricing provided must include 2% service fee.**  
**Shipping will be part of the submitted pricing unless otherwise noted.**  
**Provide MSRP or List Prices per items for each category in case you offer catalog discounts off on Attachment B**  
**OR provide fixed pricing per line items by category by filling out this form**

CATEGORY	Product Description	Manufacturer	Mfg. SKU	Vendor SKU	Unit of Measure	MSRP or List Price	KCDA Bid price
<b>TRACK and FIELD EQUIPMENT</b>							
<b>BASEBALL/SOFTBALL FIELD EQUIPMENT and GEAR</b>							
<b>SOCCER FIELD EQUIPMENT and GEAR</b>							
<b>CHEER EQUIPMENT</b>							
<b>BASKETBALL COURT EQUIPMENT</b>							
<b>TENNIS COURT EQUIPMENT</b>							
<b>VOLLEYBALL COURT EQUIPMENT</b>							
<b>WRESTLING EQUIPMENT</b>							
<b>GYMNASIUM EQUIPMENT</b>							
<b>POOL EQUIPMENT</b>							

COMPANY NAME: \_\_\_\_\_

CATEGORY	Product Description	Manufacturer	Mfg. SKU	Vendor SKU	Unit of Measure	MSRP or List Price	KCDA Bid price
<b>OTHER Items/New Category</b>							
<b>UNIFORMS</b>							
Stock item:							
Football							
Volleyball							
etc.							
Customized item:							
Football							
Volleyball							
etc.							
Or, provide pricing schedules for customizing separately							
<b>ACCESSORIES</b>							
Stock item:							
Trophies							
Medallions							
Plaques							
etc.							
Customized item:							
Trophies							
Medallions							
Plaques							
etc.							
Or, provide pricing schedules for customizing separately							
<b>MISC ITEMS:</b>							
<b>Freight Pricing Schedules</b>							
<b>WARRANTY PROTECTION</b>							
<b>NOTE: Bid is for Equipment/Supplies only - does NOT include any public works or prevailing wage installation projects.</b>							
Freight ___ is ___ is not included in above pricing.							
Company Name: _____							

**ATHLETIC EQUIPMENT, UNIFORMS, AND ACCESSORIES  
BID #23-210**

**ATTACHMENT F – Deviations**

**INSTRUCTIONS:**

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

- NO, this bidder does not have deviations (exceptions or alternates) to the specifications listed in Attachment C - Special Provisions & Attachment F - Deviations.**
- YES, this bidder has the following deviations to the specifications listed in Attachment C - Special Provisions & Attachment F - Deviations.**

Outline (Form & Page)	Specification (describe)	Details of Deviation

**Signature** \_\_\_\_\_



### KCDA Company Profile

### Bid #23-210 Athletic Equipment, Uniforms, and Accessories

#### COMPANY CONTACT INFORMATION

Company Name: \_\_\_\_\_ Website: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

State of WA Department of Licensing Contractor’s Registration No. \_\_\_\_\_

State of WA UBI Number \_\_\_\_\_

State of WA Department of Employment Security No. \_\_\_\_\_

Washington State Excise Tax Registration No. \_\_\_\_\_

Federal Tax ID Number \_\_\_\_\_

SAM.gov – Unique Entity ID \_\_\_\_\_

#### BACKGROUND

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

This business is a  public company  privately owned company.

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

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

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

Date of incorporation: \_\_\_\_\_ State of incorporation: \_\_\_\_\_

Name of President: \_\_\_\_\_

Name(s) of Vice President(s): \_\_\_\_\_

Name of Secretary: \_\_\_\_\_

Name of Treasurer: \_\_\_\_\_

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

Date of organization: \_\_\_\_\_ State founded: \_\_\_\_\_

Type of partnership, if applicable: \_\_\_\_\_

Name(s) of general partner(s): \_\_\_\_\_

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

Date of organization: \_\_\_\_\_ State founded: \_\_\_\_\_

Name of owner: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

### **COMPANY HEADQUARTER LOCATION**

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Main Phone Number: \_\_\_\_\_ How long at this address? \_\_\_\_\_

### **COMPANY BRANCH LOCATIONS**

Branch Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Branch Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Branch Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Branch Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

### **SALES HISTORY**

Provide your company's annual sales for 2020, 2021 and 2022 in the United States by the various public segments:

	2020	2021	2022
K-12 (public & private), Educational Service Agencies	\$	\$	\$
Higher Education Institutions	\$	\$	\$
Counties, Cities, Townships, Villages	\$	\$	\$

States	\$	\$	\$
Other Public Sector & Non-profits	\$	\$	\$
Private Sector	\$	\$	\$
<b>TOTAL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**WORK FORCE**

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

Function	Name	Title	Phone	Email
Contract Manager				
Sales Manager				
Customer & Support Manager				
Distributors, Dealers, Installers, Sales Reps				
Consultants & Trainers				
Technical, Maintenance & Support Services				
Quotes, Invoicing & Payments				
Warranty & After the Sale				
Financial Manager				

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

Number of Sales Reps	City	State

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

Center Type	City	State



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

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

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**ENVIRONMENTAL INITIATIVES**

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

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

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**COOPERATIVE CONTRACTS**

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

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

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

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**INDEPENDENT SUBCONTRACTORS, DISTRIBUTORS, INSTALLERS, ETC.**

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

1. **Selection Criteria for Independent Providers:** Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.



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2. **Current Subcontractors, Distributors, Installers, Etc.:** Provide a list of current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type of work outlined in this bid in the states of Washington, Oregon, Idaho, Montana and Alaska. Include, if applicable, contractor license information and the state(s) wherein they are eligible to provide services on behalf of this business.

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**DISCLOSURES**

1. **Letter of Line of Credit or Annual Financial Report (REQUIRED):** Attach a letter from the business’s chief financial institution indicating the current line of credit available in its name and evidence of financial stability for the past three calendar years (2020, 2021 and 2022). This letter should state the line of credit as a range (i.e., “credit in the low six figures” or “a credit line exceeding five figures”). If company is a publicly traded company a complete Annual Financial Report is required in place of Line of Credit Letter.
2. **Legal:** Does this business have actions currently filed against it?  No  Yes.

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

**REFERENCES**

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

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

Signature \_\_\_\_\_  
**Must be same signature that appears on the bid response forms**



## 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

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regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Respondent will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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 and Copeland "Anti-Kickback" 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"), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements. 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 <https://sam.gov/content/wage-determinations>. 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. As this Project is also subject to Washington Prevailing Wage requirements, Respondent and its Subcontractors of all tiers must pay the higher of the two wages (Prevailing and Davis-Bacon) when they are not the same.

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 shall comply with Sections 102 and 107 of the Contract Work Hours and Safety

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Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or 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. Respondent will comply, and shall assist the Client and KCDA in complying, with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

### **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.

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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. See 2 CFR 200.323. 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 \$250,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.324(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