



PURCHASING COOPERATIVE

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

INVITATION FOR BIDS
Bid #25-331 Custom Printed Materials

Due June 5, 2025, on or before 2:00 p.m., PST

King County Directors' Association (KCDA) is a purchasing cooperative owned by the school districts of Washington State and is located in Kent, Washington. KCDA's membership is made up of, but not restricted to, public school districts, private schools, municipalities, political subdivisions and other public agencies primarily located in Washington, Oregon, Idaho, Alaska, and Montana. Representing over 1 million students and over 5,000 ship to locations, KCDA purchases approximately \$190 million worth of products, equipment and services on behalf of the membership.

The KCDA Purchasing Cooperative (hereinafter "KCDA") requests bids from manufacturers and/or dealers who can offer Custom Printed Materials to its member agencies.

Total estimated value of this contract is approximately \$35,000.00 annually.

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

ATTN: Purchasing Department
IFB# 25-331 Custom Printed Materials
KCDA
18639 – 80th 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 at www.kcda.org. Click on Contracts & Bids / Vendor Bids. Materials can also be downloaded online via Public Purchase www.publicpurchase.com. If you have trouble opening the document, please contact the Contract Specialist named below.

Julie Harris, Contract & Procurement Specialist
jharris@kcda.org
(425)251-8115 X 116

Published in the Daily Journal of Commerce-Seattle
and the Daily Journal of Commerce-Oregon
May 5, 2025, and May 12, 2025

**KING COUNTY DIRECTORS' ASSOCIATION
INVITATION FOR BIDS**

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

INVITATION FOR BIDS INDEX

- I. INTRODUCTION
 - A. KCDA Membership
 - B. Interpretation of Bid Documents
 - C. Exceptions
 - D. Contract Default
 - E. Bidder Responsibility
 - F. Bidder Financial Responsibility
 - G. Minority and Women Owned Businesses

- II. GENERAL PROVISIONS
 - A. Bid Opening
 - B. Modifications
 - C. Quality Standards
 - D. Rejection of Any or All Responses
 - E. Binding Contract
 - F. Estimated Quantities
 - G. Contract Period
 - H. Ordering Schedule
 - I. Extended Contract Period
 - J. Requested Samples
 - K. Disposal of Samples
 - L. Anti-Discrimination Clause
 - M. Indemnification
 - N. Patent Indemnification
 - O. Safety Requirements
 - P. Risk of Loss
 - Q. Rejection
 - R. Shipment Identification
 - S. No Bid Response
 - T. Bid Awards
 - U. Termination
 - V. Reciprocity
 - W. Force Majeure

- III. PREPARATION OF BID
 - A. Submittal of Bid Document
 - B. Signatures
 - C. Questions/Addendums
 - D. F.O.B. Shipments
 - E. Product Identification
 - F. Quantity per Unit of Measure

- G. Alternate Proposal
- H. Errors/Corrections
- I. Invoicing
- J. Cash Discounts/Invoice Payment Terms
- K. Washington State Sales Tax

IV. PRODUCT ACCEPTANCE

- A. General Policy

V. BID PROTESTS

- A. Who may protest
- B. What can be protested
- C. How to file a protest
- D. When to protest
- E. Where to file a protest
- F. After a protest is filed

VI. PRODUCT TOXICITY REPORTS

- A. Hazardous Chemical Communication

VII. SPECIAL NOTATIONS

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

ATTACHMENT B - Terms by Manufacturer

ATTACHMENT C - Special Provisions

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.

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 MAJEURE

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

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

III. PREPARATION OF BID

A. SUBMITTAL OF BID 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 PAYMENT TERMS

KCDA payment terms are Net-30 days. Cash discounts are encouraged and cash discount percent and terms may be entered on Attachment B. KCDA will subtract cash discount percentages 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.

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.

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
BID #25-331 Custom Printed Materials**

BID DUE DATE: June 5, 2025, on or Before 2:00 PM PST

Attachment A

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

Signed: _____
Title: _____
Firm: _____
Address: _____
City, State, Zip: _____
Date: _____
Email: _____

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

Bidder Name:			Address:		
Phone:		Fax:	City, State, Zip:		
TERMS BY MANUFACTURER: Please provide the minimum order required per manufacturer and lead times.			SPECIFIC DISCOUNTS: Please provide quoted discounts from the manufacturer's current list prices. It is the bidders responsibility to submit updated price lists during the contract year, when the contract allows, otherwise discounts will be taken from the most current on file. The manufacturer must already be present in this bid to be considered. Discounts must include shipping/ freight charges. A current price list and catalog must be provided at the time of bidding. NOTE: DISCOUNTS MAY BE USED IN DETERMINING AWARDS.		
Manufacturer	Minimum Order	Lead Time	Discount Amount	Discount Detail	FOB - Freight <u>FACTORY</u> - Cost will be extra <u>DESTINATION</u> - Cost is included in discount
Example: ABC Company Inc	\$1,000	1-2 Weeks	25%	2024 List Price Sheet	Destination

_____ Authorized Agents Signature	_____ Date	_____ Bid Number	_____ Name of Firm
--------------------------------------	---------------	---------------------	-----------------------



INVITATION FOR BIDS

Bid #25-331 Custom Printed Materials

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 Custom Printed Materials to its members.

Total approximate value of this contract is \$35,000.00 annually. 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 Custom Printed Materials 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 offers its member agencies the choice of Custom Printed Material at discounted pricing. Bidders are to propose the broadest possible selection of Printed Material to provide the most flexibility for options available to KCDA members.

Examples of Custom Printed Materials suggested for proposal through this IFB

process include, but are not limited to, the following:

Envelopes	Invoices	Calendars
Business Cards	Brochures	Diplomas
Certificates	Reports	Badges
Instructional Materials	Passes	Letterhead

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

KCDA's purpose is to:

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

B. TIMELINE

May 5, 2025 & May 12, 2025	Advertised as Bid #25-331 in DJC Seattle, Oregon
June 5, 2025	Bids due no later than 2:00 P.M. PST
July 7, 2025	Award Recommendation
July 15, 2025	Board Approval
August 1, 2025	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) under Contracts & Bids – Vendor Bids. 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 may 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 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
 - **Terms & Conditions**
 - **Attachment A** Debarment Statement (**signature required**)
 - **Attachment B** Terms by Manufacturer (**signature required**)
 - **Attachment C** Special Provisions (**signature required**)
 - **Attach D** Deviations (**required signature**)
 - **Pricing Sheets**
 - **EDGAR Certification 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 member 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 - Response Forms

- Attachment A - Debarment Statement
- Attachment B - Terms by Manufacturer
- Attachment C - Special Provisions
- Attachment D – Deviations
- EDGAR Certification Form

Tab 2 - Pricing Pages Price sheets supplied in IFB.

- A listing of products or services which are not listed on the price list which Bidder can provide and may be considered as a value add for KCDA member agencies.

Tab 3 - Product Line Brochures and Literature

Tab 4 - Marketing Plan

- List tradeshow and conferences. Show examples of flyers or describe how bidder will market the KCDA contract.

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.
- Participate in national and local conference trade shows to promote the KCDA contract.
- Increase sales over the term of the KCDA contract.

F. PRICING

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

For all Custom Printed Materials, pricing shall be by line item

Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. If price adjustment contingencies occur, or not less than ninety (90) days prior to each contract anniversary date, awarded vendor may submit a fully

documented request for price adjustment to KCDA. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of bid submittal and results from an increased cost to awarded vendor that was out of awarded vendor's control.

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

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

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

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 Custom Printed Materials under the terms of this contract, will be responsible for payment of all taxes such as sales tax, property tax, etc. Awarded vendor must separately list all such taxes on member proposal and subsequent invoice.

G. FUNDING OUT CLAUSE

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

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

H. AWARD

1. Evaluation

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

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

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

Evaluation Criteria and Weight

Proper submission of proposal	10
Comprehensiveness of product and services provided	10
Related Experience	15
Pricing	50
Presentation of full and complete product offering that can meet variety of member agencies requirements/timeline.	15
TOTAL POSSIBLE POINTS	100

Clarification and/or Discussions

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

I. ORDER PROCESS

1. Confirm Your KCDA Membership

- Members: Please confirm your organization's membership with KCDA on our [members page](#).
- Non-members: If you are not a current KCDA member, please contact KCDA Customer Service at 800-422-5019 or by email customerservice@kcda.org.

If you are unsure of your membership status with KCDA, please contact KCDA Customer Service at 800-422-5019 or by email customerservice@kcda.org.

2. Contact KCDA for Quote/Proposal

Members interested in receiving a quote for services should contact the KCDA representative listed above. They will work to provide a quote or proposal to you. A valid quote or proposal must:

- Be signed and dated.
- State the KCDA contract number.
- Identify the approving member's contact name, e-mail address and phone number.

The quote/proposal from the vendor must include the information listed above to avoid delay of the order process.

3. Draft a Purchase Order (PO) and Submit to KCDA

Upon review of the vendor quote or proposal, please draft and submit a purchase order to the KCDA contract specialist on behalf of your school district or public agency. Once submitted, KCDA will verify your membership and will confirm pricing approved under this contract. Your purchase must include or attach the quote/proposal that was provided to you.

J. CHRISTIAN DOCTRINE

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

Signature_____

Must be same signature that appears on the bid response forms

Custom Printed Materials
Bid# 25-331

ATTACHMENT D – Deviations

1. Product | Category Specific Specifications

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

Item	Description Tier One	Comply	Deviate
1.1	The Member Agency will have access to a full inventory of the awarded product line; multi-line vendors must inventory at least the majority of categories listed in the bid.		
1.2	Orders must be shipped within 48 hours after receipt of an order 90% of the time. The awarded vendor(s) will notify the Buyer if product ordered cannot be shipped within this time period to provide the opportunity to secure product elsewhere.		
1.3	All charges and components necessary for performance of the contract shall be clearly identified even if such are not specifically addressed in any paragraph or sub-paragraph or form that is a part of this request.		
1.4	If the awarded vendor(s) intends to utilize independent agents/distributors, subcontractors and/or third-party agents to perform and/or provide any part of the products and services offered herein, the awarded vendor(s) must identify all providers and any and all associated costs with these providers.		

1.5	Packing slips shall accompany all deliveries and shall contain Member Agency’s purchase order number, vendor name and name of article. Cartons shall be identified by purchase order number and vendor name.		
1.6	Orders not filled and partials shall be indicated on the packing list. Awarded vendor(s) shall inform member agency of anticipated availability date for unfilled and partial orders.		
1.7	All products sold by the awarded vendor(s) must be new. Only the newest versions of software and equipment will be bid. Older versions will only be sold, if specifically requested.		
1.8	Products that have a 30/60/90 day money back guarantee will be clearly identified in the		

	catalog and on the web site (if applicable), and in every bid provided to members.		
1.9	If the Awarded vendor(s) makes an error in pricing (typographical or photographic error, for example), the Buyer reserves the right to return the product. The Awarded vendor(s) agrees to pay for cost of any returned product due to a pricing error.		
1.10	Awarded vendor(s) shall provide a Material Safety Data Sheet (MSDS) for all items sold, if required. A separate sheet shall be provided for each individual item when purchase is made.		
1.11	Awarded vendor(s) shall reference item part numbers for all items on quotes for specific work.		
1.12	Does vendor have workable e-commerce website that they can post the KCDA contract line items (without prices) and provide link for KCDA webpage?		

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 _____

GENERAL DESCRIPTION:

- 1) #9 Envelopes, GUMMED FLAPS
- 2) 24#, minimum 92 bright, white stock
- 3) Poly window
- 4) Business fold or side seam construction only, NO "V" FOLDS ACCEPTED.
- 5) Window shall be of standard size/dimensions and generally measure as follows:
 4-1/2" x 1-1/8"
 appx 7/8" from left
 appx 1/2" from bottom
- 6) Prices must include delivery to various locations in Washington, Idaho and Oregon as indicated.
- 7) KCDA shall email PDF/native files to printer
- 8) Completed artwork shall be provided to KCDA with each order & shall be considered KCDA property.
- 9) Pricing shall include: envelopes, ink, printing, packing, shipping/delivery charges.
- 10) Cost of new artwork set-up fee to be listed below under conditions.
- 11) All envelopes shall be inspected for quality upon receipt at destination.

PRICING FOR #9/24#, WHITE ENVELOPES:

PRICING SHALL RUN FOR ONE YEAR FROM DATE OF AWARD

All envelopes shall be packaged 500 envelopes per box.

PRICE BY THE BOX PER THE QUANTITIES SPECIFIED.

WASHINGTON STATE	# OF BOXES	ONE COLOR	TWO COLOR	THREE COLOR	WASHINGTON STATE	# OF BOXES	ONE COLOR	TWO COLOR	THREE COLOR
REGULAR	2				WINDOW	2			
REGULAR	3				WINDOW	3			
REGULAR	4				WINDOW	4			
REGULAR	5				WINDOW	5			
REGULAR	6				WINDOW	6			
REGULAR	7				WINDOW	7			
REGULAR	8				WINDOW	8			
REGULAR	9				WINDOW	9			
REGULAR	10				WINDOW	10			
REGULAR	11				WINDOW	11			
REGULAR	12				WINDOW	12			
REGULAR	13				WINDOW	13			
REGULAR	14				WINDOW	14			
REGULAR	15				WINDOW	15			
REGULAR	16				WINDOW	16			
REGULAR	17				WINDOW	17			
REGULAR	18				WINDOW	18			
REGULAR	19				WINDOW	19			
REGULAR	20				WINDOW	20			
REGULAR	25				WINDOW	25			
REGULAR	30				WINDOW	30			
REGULAR	35				WINDOW	35			
REGULAR	40				WINDOW	40			
REGULAR	45				WINDOW	45			
REGULAR	50				WINDOW	50			
REGULAR	100				WINDOW	100			
REGULAR	125				WINDOW	125			
REGULAR	150				WINDOW	150			
REGULAR	175				WINDOW	175			
REGULAR	200				WINDOW	200			

EXCEPTIONS/CONDITIONS: (PLEASE INDICATE BELOW)

Vendor Name:

Date:

PRICING SHALL RUN FOR ONE YEAR FROM DATE OF AWARD

PRICING FOR #9,24#, WHITE ENVELOPES:

All envelopes shall be packaged 500 envelopes per box.

PRICE BY THE BOX PER THE QUANTITIES SPECIFIED.

IDAHO STATE	# OF BOXES	ONE COLOR	TWO COLOR	THREE COLOR	IDAHO STATE	# OF BOXES	ONE COLOR	TWO COLOR	THREE COLOR
REGULAR	2				WINDOW	2			
REGULAR	3				WINDOW	3			
REGULAR	4				WINDOW	4			
REGULAR	5				WINDOW	5			
REGULAR	6				WINDOW	6			
REGULAR	7				WINDOW	7			
REGULAR	8				WINDOW	8			
REGULAR	9				WINDOW	9			
REGULAR	10				WINDOW	10			
REGULAR	11				WINDOW	11			
REGULAR	12				WINDOW	12			
REGULAR	13				WINDOW	13			
REGULAR	14				WINDOW	14			
REGULAR	15				WINDOW	15			
REGULAR	16				WINDOW	16			
REGULAR	17				WINDOW	17			
REGULAR	18				WINDOW	18			
REGULAR	19				WINDOW	19			
REGULAR	20				WINDOW	20			
REGULAR	25				WINDOW	25			
REGULAR	30				WINDOW	30			
REGULAR	35				WINDOW	35			
REGULAR	40				WINDOW	40			
REGULAR	45				WINDOW	45			
REGULAR	50				WINDOW	50			
REGULAR	100				WINDOW	100			
REGULAR	125				WINDOW	125			
REGULAR	150				WINDOW	150			
REGULAR	175				WINDOW	175			
REGULAR	200				WINDOW	200			

EXCEPTIONS/CONDITIONS: (PLEASE INDICATE BELOW)

Vendor Name:

Date:

PRICING FOR #9,24#, WHITE ENVELOPES:

PRICING SHALL RUN FOR ONE YEAR FROM DATE OF AWARD

All envelopes shall be packaged 500 envelopes per box.

PRICE BY THE BOX PER THE QUANTITIES SPECIFIED.

OREGON STATE	# OF BOXES	ONE COLOR	TWO COLOR	THREE COLOR	OREGON STATE	# OF BOXES	ONE COLOR	TWO COLOR	THREE COLOR
REGULAR	2				WINDOW	2			
REGULAR	3				WINDOW	3			
REGULAR	4				WINDOW	4			
REGULAR	5				WINDOW	5			
REGULAR	6				WINDOW	6			
REGULAR	7				WINDOW	7			
REGULAR	8				WINDOW	8			
REGULAR	9				WINDOW	9			
REGULAR	10				WINDOW	10			
REGULAR	11				WINDOW	11			
REGULAR	12				WINDOW	12			
REGULAR	13				WINDOW	13			
REGULAR	14				WINDOW	14			
REGULAR	15				WINDOW	15			
REGULAR	16				WINDOW	16			
REGULAR	17				WINDOW	17			
REGULAR	18				WINDOW	18			
REGULAR	19				WINDOW	19			
REGULAR	20				WINDOW	20			
REGULAR	25				WINDOW	25			
REGULAR	30				WINDOW	30			
REGULAR	35				WINDOW	35			
REGULAR	40				WINDOW	40			
REGULAR	45				WINDOW	45			
REGULAR	50				WINDOW	50			
REGULAR	100				WINDOW	100			
REGULAR	125				WINDOW	125			
REGULAR	150				WINDOW	150			
REGULAR	175				WINDOW	175			
REGULAR	200				WINDOW	200			

EXCEPTIONS/CONDITIONS: (PLEASE INDICATE BELOW)

Vendor Name:

Date:

GENERAL DESCRIPTION:

- 1) #9 Envelopes, GUMMED FLAPS, INSIDE SECURITY TINT (BLACK OR BLUE "BASKET WEAVE").
- 2) 24#, minimum 92 bright, white stock
- 3) Poly Window
- 4) Business fold or side seam construction only, NO "V" FOLDS ACCEPTED.
- 5) Window shall be of standard size/dimensions and generally measure as follows:
 4-1/2" x 1-1/8"
 appx 7/8" from left
 appx 1/2" from bottom
- 6) Prices must include delivery to various locations in Washington, Idaho and Oregon as indicated below.
- 7) KCDA shall email PDF/native files to printer
- 8) Completed artwork shall be provided to KCDA with each order & shall be considered KCDA property.
- 9) Pricing shall include: envelopes, ink, printing, packing, shipping/delivery charges.
- 10) Cost of new artwork set-up fee to be listed below under conditions.
- 11) All envelopes shall be inspected for quality upon receipt at destination.

PRICING FOR #9, 24#, WHITE ENVELOPES WITH INSIDE SECURITY TINT - BLACK OR BLUE BASKET WEAVE:

PRICING SHALL RUN FOR ONE YEAR FROM DATE OF AWARD

All envelopes shall be packaged 500 envelopes per box.

PRICE BY THE BOX PER THE QUANTITIES SPECIFIED.

WASHINGTON STATE	# OF BOXES	ONE COLOR	TWO COLOR	THREE COLOR	WASHINGTON STATE	# OF BOXES	ONE COLOR	TWO COLOR	THREE COLOR
REGULAR	2				WINDOW	2			
REGULAR	3				WINDOW	3			
REGULAR	4				WINDOW	4			
REGULAR	5				WINDOW	5			
REGULAR	6				WINDOW	6			
REGULAR	7				WINDOW	7			
REGULAR	8				WINDOW	8			
REGULAR	9				WINDOW	9			
REGULAR	10				WINDOW	10			
REGULAR	11				WINDOW	11			
REGULAR	12				WINDOW	12			
REGULAR	13				WINDOW	13			
REGULAR	14				WINDOW	14			
REGULAR	15				WINDOW	15			
REGULAR	16				WINDOW	16			
REGULAR	17				WINDOW	17			
REGULAR	18				WINDOW	18			
REGULAR	19				WINDOW	19			
REGULAR	20				WINDOW	20			
REGULAR	25				WINDOW	25			
REGULAR	30				WINDOW	30			
REGULAR	35				WINDOW	35			
REGULAR	40				WINDOW	40			
REGULAR	45				WINDOW	45			
REGULAR	50				WINDOW	50			
REGULAR	100				WINDOW	100			
REGULAR	125				WINDOW	125			
REGULAR	150				WINDOW	150			
REGULAR	175				WINDOW	175			
REGULAR	200				WINDOW	200			

EXCEPTIONS/CONDITIONS: (PLEASE INDICATE BELOW)

Vendor Name:

Date:

PRICING FOR #9,24#, WHITE ENVELOPES WITH INSIDE SECURITY TINT - BLACK OR BLUE BASKET WEAVE:

PRICING SHALL RUN FOR ONE YEAR FROM DATE OF AWARD

All envelopes shall be packaged 500 envelopes per box.

PRICE BY THE BOX PER THE QUANTITIES SPECIFIED.

IDAHO STATE	# OF BOXES	ONE COLOR	TWO COLOR	THREE COLOR	IDAHO STATE	# OF BOXES	ONE COLOR	TWO COLOR	THREE COLOR
REGULAR	2				WINDOW	2			
REGULAR	3				WINDOW	3			
REGULAR	4				WINDOW	4			
REGULAR	5				WINDOW	5			
REGULAR	6				WINDOW	6			
REGULAR	7				WINDOW	7			
REGULAR	8				WINDOW	8			
REGULAR	9				WINDOW	9			
REGULAR	10				WINDOW	10			
REGULAR	11				WINDOW	11			
REGULAR	12				WINDOW	12			
REGULAR	13				WINDOW	13			
REGULAR	14				WINDOW	14			
REGULAR	15				WINDOW	15			
REGULAR	16				WINDOW	16			
REGULAR	17				WINDOW	17			
REGULAR	18				WINDOW	18			
REGULAR	19				WINDOW	19			
REGULAR	20				WINDOW	20			
REGULAR	25				WINDOW	25			
REGULAR	30				WINDOW	30			
REGULAR	35				WINDOW	35			
REGULAR	40				WINDOW	40			
REGULAR	45				WINDOW	45			
REGULAR	50				WINDOW	50			
REGULAR	100				WINDOW	100			
REGULAR	125				WINDOW	125			
REGULAR	150				WINDOW	150			
REGULAR	175				WINDOW	175			
REGULAR	200				WINDOW	200			

EXCEPTIONS/CONDITIONS: (PLEASE INDICATE BELOW)

Vendor Name:

Date:

PRICING FOR #9,24#, WHITE ENVELOPES WITH INSIDE SECURITY TINT - BLACK OR BLUE BASKET WEAVE:

PRICING SHALL RUN FOR ONE YEAR FROM DATE OF AWARD

All envelopes shall be packaged 500 envelopes per box.

PRICE BY THE BOX PER THE QUANTITIES SPECIFIED.

OREGON STATE	# OF BOXES	ONE COLOR	TWO COLOR	THREE COLOR	OREGON STATE	# OF BOXES	ONE COLOR	TWO COLOR	THREE COLOR
REGULAR	2				WINDOW	2			
REGULAR	3				WINDOW	3			
REGULAR	4				WINDOW	4			
REGULAR	5				WINDOW	5			
REGULAR	6				WINDOW	6			
REGULAR	7				WINDOW	7			
REGULAR	8				WINDOW	8			
REGULAR	9				WINDOW	9			
REGULAR	10				WINDOW	10			
REGULAR	11				WINDOW	11			
REGULAR	12				WINDOW	12			
REGULAR	13				WINDOW	13			
REGULAR	14				WINDOW	14			
REGULAR	15				WINDOW	15			
REGULAR	16				WINDOW	16			
REGULAR	17				WINDOW	17			
REGULAR	18				WINDOW	18			
REGULAR	19				WINDOW	19			
REGULAR	20				WINDOW	20			
REGULAR	25				WINDOW	25			
REGULAR	30				WINDOW	30			
REGULAR	35				WINDOW	35			
REGULAR	40				WINDOW	40			
REGULAR	45				WINDOW	45			
REGULAR	50				WINDOW	50			
REGULAR	100				WINDOW	100			
REGULAR	125				WINDOW	125			
REGULAR	150				WINDOW	150			
REGULAR	175				WINDOW	175			
REGULAR	200				WINDOW	200			

EXCEPTIONS/CONDITIONS: (PLEASE INDICATE BELOW)

Vendor Name:

Date:

GENERAL DESCRIPTION:

- 1) #10 Envelopes, GUMMED FLAPS
- 2) 24#, minimum 92 bright, white stock
- 3) Poly Window
- 4) Business fold or side seam construction only, NO "V" FOLDS ACCEPTED.
- 5) Window shall be of standard size/dimensions and generally measure as follows:
 4-1/2" x 1-1/8"
 appx 7/8" from left
 appx 1/2" from bottom
- 6) Prices must include delivery to various locations in Washington, Idaho and Oregon as indicated.
- 7) KCDA shall email PDF/native files to printer
- 8) Completed artwork shall be provided to KCDA with each order & shall be considered KCDA property.
- 9) Pricing shall include: envelopes, ink, printing, packing, shipping/delivery charges.
- 10) Cost of new artwork set-up fee to be listed below under conditions.
- 11) All envelopes shall be inspected for quality upon receipt at destination.

PRICING FOR #10,24#, WHITE ENVELOPES:

PRICING SHALL RUN FOR ONE YEAR FROM DATE OF AWARD

All envelopes shall be packaged 500 envelopes per box.

PRICE BY THE BOX PER THE QUANTITIES SPECIFIED.

WASHINGTON STATE	# OF BOXES	ONE COLOR	TWO COLOR	THREE COLOR	WASHINGTON STATE	# OF BOXES	ONE COLOR	TWO COLOR	THREE COLOR
REGULAR	2				WINDOW	2			
REGULAR	3				WINDOW	3			
REGULAR	4				WINDOW	4			
REGULAR	5				WINDOW	5			
REGULAR	6				WINDOW	6			
REGULAR	7				WINDOW	7			
REGULAR	8				WINDOW	8			
REGULAR	9				WINDOW	9			
REGULAR	10				WINDOW	10			
REGULAR	11				WINDOW	11			
REGULAR	12				WINDOW	12			
REGULAR	13				WINDOW	13			
REGULAR	14				WINDOW	14			
REGULAR	15				WINDOW	15			
REGULAR	16				WINDOW	16			
REGULAR	17				WINDOW	17			
REGULAR	18				WINDOW	18			
REGULAR	19				WINDOW	19			
REGULAR	20				WINDOW	20			
REGULAR	25				WINDOW	25			
REGULAR	30				WINDOW	30			
REGULAR	35				WINDOW	35			
REGULAR	40				WINDOW	40			
REGULAR	45				WINDOW	45			
REGULAR	50				WINDOW	50			
REGULAR	100				WINDOW	100			
REGULAR	125				WINDOW	125			
REGULAR	150				WINDOW	150			
REGULAR	175				WINDOW	175			
REGULAR	200				WINDOW	200			

EXCEPTIONS/CONDITIONS: (PLEASE INDICATE BELOW)

Vendor Name:

Date:

PRICING FOR #10,24#, WHITE ENVELOPES:

PRICING SHALL RUN FOR ONE YEAR FROM DATE OF AWARD
All envelopes shall be packaged 500 envelopes per box.

PRICE BY THE BOX PER THE QUANTITIES SPECIFIED.

IDAHO STATE	# OF BOXES	ONE COLOR	TWO COLOR	THREE COLOR	IDAHO STATE	# OF BOXES	ONE COLOR	TWO COLOR	THREE COLOR
REGULAR	2				WINDOW	2			
REGULAR	3				WINDOW	3			
REGULAR	4				WINDOW	4			
REGULAR	5				WINDOW	5			
REGULAR	6				WINDOW	6			
REGULAR	7				WINDOW	7			
REGULAR	8				WINDOW	8			
REGULAR	9				WINDOW	9			
REGULAR	10				WINDOW	10			
REGULAR	11				WINDOW	11			
REGULAR	12				WINDOW	12			
REGULAR	13				WINDOW	13			
REGULAR	14				WINDOW	14			
REGULAR	15				WINDOW	15			
REGULAR	16				WINDOW	16			
REGULAR	17				WINDOW	17			
REGULAR	18				WINDOW	18			
REGULAR	19				WINDOW	19			
REGULAR	20				WINDOW	20			
REGULAR	25				WINDOW	25			
REGULAR	30				WINDOW	30			
REGULAR	35				WINDOW	35			
REGULAR	40				WINDOW	40			
REGULAR	45				WINDOW	45			
REGULAR	50				WINDOW	50			
REGULAR	100				WINDOW	100			
REGULAR	125				WINDOW	125			
REGULAR	150				WINDOW	150			
REGULAR	175				WINDOW	175			
REGULAR	200				WINDOW	200			

EXCEPTIONS/CONDITIONS: (PLEASE INDICATE BELOW)

Vendor Name:

Date:

PRICING FOR #10,24#, WHITE ENVELOPES:
PRICING SHALL RUN FOR ONE YEAR FROM DATE OF AWARD
All envelopes shall be packaged 500 envelopes per box.
PRICE BY THE BOX PER THE QUANTITIES SPECIFIED.

OREGON STATE	# OF BOXES	ONE COLOR	TWO COLOR	THREE COLOR	OREGON STATE	# OF BOXES	ONE COLOR	TWO COLOR	THREE COLOR
REGULAR	2				WINDOW	2			
REGULAR	3				WINDOW	3			
REGULAR	4				WINDOW	4			
REGULAR	5				WINDOW	5			
REGULAR	6				WINDOW	6			
REGULAR	7				WINDOW	7			
REGULAR	8				WINDOW	8			
REGULAR	9				WINDOW	9			
REGULAR	10				WINDOW	10			
REGULAR	11				WINDOW	11			
REGULAR	12				WINDOW	12			
REGULAR	13				WINDOW	13			
REGULAR	14				WINDOW	14			
REGULAR	15				WINDOW	15			
REGULAR	16				WINDOW	16			
REGULAR	17				WINDOW	17			
REGULAR	18				WINDOW	18			
REGULAR	19				WINDOW	19			
REGULAR	20				WINDOW	20			
REGULAR	25				WINDOW	25			
REGULAR	30				WINDOW	30			
REGULAR	35				WINDOW	35			
REGULAR	40				WINDOW	40			
REGULAR	45				WINDOW	45			
REGULAR	50				WINDOW	50			
REGULAR	100				WINDOW	100			
REGULAR	125				WINDOW	125			
REGULAR	150				WINDOW	150			
REGULAR	175				WINDOW	175			
REGULAR	200				WINDOW	200			

EXCEPTIONS/CONDITIONS: (PLEASE INDICATE BELOW)

Vendor Name:

Date:

GENERAL DESCRIPTION:

- 1) #10 Envelopes, GUMMED FLAPS, INSIDE SECURITY TINT (BLACK OR BLUE "BASKET WEAVE").
- 2) 24#, minimum 92 bright, white stock
- 3) Poly Window
- 4) Business fold or side seam construction only, NO "V" FOLDS ACCEPTED.
- 5) Window shall be of standard size/dimensions and generally measure as follows:
 - 4-1/2" x 1-1/8"
 - appx 7/8" from left
 - appx 1/2" from bottom
- 6) Prices must include delivery to various locations in Washington, Idaho and Oregon as indicated below.
- 7) KCDA shall email PDF/native files to printer
- 8) Completed artwork shall be provided to KCDA with each order & shall be considered KCDA property.
- 9) Pricing shall include: envelopes, ink, printing, packing, shipping/delivery charges.
- 10) Cost of new artwork set-up fee to be listed below under conditions.
- 11) All envelopes shall be inspected for quality upon receipt at destination.

PRICING FOR #10, 24#, WHITE ENVELOPES WITH INSIDE SECURITY TINT - BLACK OR BLUE BASKET WEAVE:

PRICING SHALL RUN FOR ONE YEAR FROM DATE OF AWARD

All envelopes shall be packaged 500 envelopes per box.

PRICE BY THE BOX PER THE QUANTITIES SPECIFIED.

WASHINGTON STATE	# OF BOXES	ONE COLOR	TWO COLOR	THREE COLOR	WASHINGTON STATE	# OF BOXES	ONE COLOR	TWO COLOR	THREE COLOR
REGULAR	2				WINDOW	2			
REGULAR	3				WINDOW	3			
REGULAR	4				WINDOW	4			
REGULAR	5				WINDOW	5			
REGULAR	6				WINDOW	6			
REGULAR	7				WINDOW	7			
REGULAR	8				WINDOW	8			
REGULAR	9				WINDOW	9			
REGULAR	10				WINDOW	10			
REGULAR	11				WINDOW	11			
REGULAR	12				WINDOW	12			
REGULAR	13				WINDOW	13			
REGULAR	14				WINDOW	14			
REGULAR	15				WINDOW	15			
REGULAR	16				WINDOW	16			
REGULAR	17				WINDOW	17			
REGULAR	18				WINDOW	18			
REGULAR	19				WINDOW	19			
REGULAR	20				WINDOW	20			
REGULAR	25				WINDOW	25			
REGULAR	30				WINDOW	30			
REGULAR	35				WINDOW	35			
REGULAR	40				WINDOW	40			
REGULAR	45				WINDOW	45			
REGULAR	50				WINDOW	50			
REGULAR	100				WINDOW	100			
REGULAR	125				WINDOW	125			
REGULAR	150				WINDOW	150			
REGULAR	175				WINDOW	175			
REGULAR	200				WINDOW	200			

EXCEPTIONS/CONDITIONS: (PLEASE INDICATE BELOW)

Vendor Name:

Date:

PRICING FOR #10,24#, WHITE ENVELOPES WITH INSIDE SECURITY TINT - BLACK OR BLUE BASKET WEAVE:

PRICING SHALL RUN FOR ONE YEAR FROM DATE OF AWARD

All envelopes shall be packaged 500 envelopes per box.

PRICE BY THE BOX PER THE QUANTITIES SPECIFIED.

IDAHO STATE	# OF BOXES	ONE COLOR	TWO COLOR	THREE COLOR	IDAHO STATE	# OF BOXES	ONE COLOR	TWO COLOR	THREE COLOR
REGULAR	2				WINDOW	2			
REGULAR	3				WINDOW	3			
REGULAR	4				WINDOW	4			
REGULAR	5				WINDOW	5			
REGULAR	6				WINDOW	6			
REGULAR	7				WINDOW	7			
REGULAR	8				WINDOW	8			
REGULAR	9				WINDOW	9			
REGULAR	10				WINDOW	10			
REGULAR	11				WINDOW	11			
REGULAR	12				WINDOW	12			
REGULAR	13				WINDOW	13			
REGULAR	14				WINDOW	14			
REGULAR	15				WINDOW	15			
REGULAR	16				WINDOW	16			
REGULAR	17				WINDOW	17			
REGULAR	18				WINDOW	18			
REGULAR	19				WINDOW	19			
REGULAR	20				WINDOW	20			
REGULAR	25				WINDOW	25			
REGULAR	30				WINDOW	30			
REGULAR	35				WINDOW	35			
REGULAR	40				WINDOW	40			
REGULAR	45				WINDOW	45			
REGULAR	50				WINDOW	50			
REGULAR	100				WINDOW	100			
REGULAR	125				WINDOW	125			
REGULAR	150				WINDOW	150			
REGULAR	175				WINDOW	175			
REGULAR	200				WINDOW	200			

EXCEPTIONS/CONDITIONS: (PLEASE INDICATE BELOW)

Vendor Name:

Date:

PRICING FOR #10,24#, WHITE ENVELOPES WITH INSIDE SECURITY TINT - BLACK OR BLUE BASKET WEAVE:

PRICING SHALL RUN FOR ONE YEAR FROM DATE OF AWARD

All envelopes shall be packaged 500 envelopes per box.

PRICE BY THE BOX PER THE QUANTITIES SPECIFIED.

OREGON STATE	# OF BOXES	ONE COLOR	TWO COLOR	THREE COLOR	OREGON STATE	# OF BOXES	ONE COLOR	TWO COLOR	THREE COLOR
REGULAR	2				WINDOW	2			
REGULAR	3				WINDOW	3			
REGULAR	4				WINDOW	4			
REGULAR	5				WINDOW	5			
REGULAR	6				WINDOW	6			
REGULAR	7				WINDOW	7			
REGULAR	8				WINDOW	8			
REGULAR	9				WINDOW	9			
REGULAR	10				WINDOW	10			
REGULAR	11				WINDOW	11			
REGULAR	12				WINDOW	12			
REGULAR	13				WINDOW	13			
REGULAR	14				WINDOW	14			
REGULAR	15				WINDOW	15			
REGULAR	16				WINDOW	16			
REGULAR	17				WINDOW	17			
REGULAR	18				WINDOW	18			
REGULAR	19				WINDOW	19			
REGULAR	20				WINDOW	20			
REGULAR	25				WINDOW	25			
REGULAR	30				WINDOW	30			
REGULAR	35				WINDOW	35			
REGULAR	40				WINDOW	40			
REGULAR	45				WINDOW	45			
REGULAR	50				WINDOW	50			
REGULAR	100				WINDOW	100			
REGULAR	125				WINDOW	125			
REGULAR	150				WINDOW	150			
REGULAR	175				WINDOW	175			
REGULAR	200				WINDOW	200			

EXCEPTIONS/CONDITIONS: (PLEASE INDICATE BELOW)

Vendor Name:

Date:



Bid #25-331 Custom Printed Materials

**Uniform Guidance “EDGAR” Certification Form
2 CFR Part 200**

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

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

Violation of Contract Terms and Conditions

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

Termination for Cause of Convenience

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

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

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

Equal Employment Opportunity

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

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 sub agreements. 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 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 the 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 (Non procurement) 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. 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).

Bid #25-331 Custom Printed Materials

**Uniform Guidance “EDGAR” Certification Form
2 CFR Part 200**

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