KCDA 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 #27-120 Physical Education Equipment and Supplies

Due JANUARY 7, 2027 On or before 2:00 p.m., PST

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

KCDA is currently seeking suppliers of Physical Education Equipment and Supplies.

Total estimated value of this contract is approximately $150,000 to $250,000 annually.

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

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

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KING COUNTY DIRECTORS' ASSOCIATION
INVITATION FOR BIDS

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

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I. INTRODUCTION

A. KCDA MEMBERSHIP

KCDA is a purchasing cooperative owned by 294 public school districts in the state of Washington and is located in Kent, Washington. KCDA's membership is made up of, but not restricted to public school districts, private schools, municipalities, political subdivisions and other public agencies located in but not limited to Washington, Oregon, Idaho, Alaska, and Montana. Representing over 1 million students and over 5,000 ship to locations, KCDA purchases approximately $190 million worth of products, equipment and services on behalf of the membership. Restrictions of merchandise being available to any locale of KCDA membership must be noted under separate cover.

All school districts and other public agencies who are or may become members of the KCDA Purchasing Cooperative may participate in the contract awarded as a result of this bid. 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 at www.kcda.org.

B. INTERPRETATION OF BID DOCUMENTS

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

addendum duly issued to all bidders. KCDA will not be responsible for any other explanation or interpretation of the bid documents.

C. EXCEPTIONS
All exceptions to the terms and provisions of this invitation for bids shall be made by attachment to the bid form. Do not add to, delete from, or amend in any manner the bid form. Exceptions need to be entered in the payment terms and/or response terms fields within Attachment B. Noted exceptions are subject to approval and acceptance by KCDA.

D. CONTRACT DEFAULT
Your bid is subject to all terms and conditions as herein established in this bid request form and include price, quality and delivery. Subsequent failure to provide items bid in accordance to the purchase order and bid delivery schedule will constitute contract default, and, after due written notification, allows the Purchasing Department to declare the contract void and to purchase the merchandise on the open market. Any additional costs to procure and distribute replacement product will be charged to the bidder.

E. BIDDER RESPONSIBILITY
All bidders shall thoroughly examine and be familiar with the bid documents including all exhibits and attachments. The failure or omission of a bidder to receive or examine any form, instruments, addendum, or other document shall in no way relieve any bidder from obligations with respect to your bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

F. BIDDER FINANCIAL RESPONSIBILITY
KCDA has the right to request financial information from any bidder to evaluate the bidder's ability to meet the terms and conditions of any and all contracts that may be established by acceptance of the offer contained in the bid. Additional confirmation from the bidder's supplier(s) that the delivery terms of the contract will be met may be required. KCDA reserves the right to reject any or all bids and/or bidders unable to prove they are financially able to provide the quantity of merchandise they have offered in response to this bid invitation.

G. MINORITY AND WOMEN OWNED BUSINESSES
KCDA encourages all minority and women owned businesses to participate in the bid process. Washington State law does not allow KCDA to provide any financial advantage for minority and women owned businesses who participate, however, KCDA believes that a diverse range of suppliers benefits all.

II. GENERAL PROVISIONS

A. BID OPENING
All bids submitted for supplies and/or services will be opened in public at the time, date and place, and in the manner herein specified, and all bidders are invited to be present at the opening of such bids. A final recap will be available from KCDA after bid awards are made. Under no circumstances will a bid be considered if filed after the hour specified in the invitation for bids. For this bid to be considered for award, it must be submitted electronically prior to the date and time indicated within the Public Purchase application. The times listed on Public Purchase are PST.

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

B. MODIFICATIONS

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

C. QUALITY STANDARDS

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

D. REJECTION OF ANY OR ALL PROPOSALS

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

E. BINDING CONTRACT

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

F. ESTIMATED QUANTITIES

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

G. CONTRACT PERIOD

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

H. ORDERING SCHEDULE

Based upon minimum order requirements set by the successful bidder, KCDA may submit orders against this bid once a contract has been established by the KCDA Board of Directors. A large portion of the quantities listed will be ordered for delivery in April through July, however KCDA reserves the right to

place orders anytime, for any amount, during the contract period based upon any minimum quantities and time restrictions set forth by the successful bidder attached to their bid response. Quantities and delivery dates listed in this bid are presented as a guide to the bidder, but will not be binding or limiting to the KCDA Purchasing Department.

I. REQUESTED SAMPLES

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

DO NOT ENCLOSE YOUR BID WITH THE SAMPLES.

J. DISPOSAL OF SAMPLES

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

K. KCDA NON-DISCRIMINATION STATEMENT

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

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

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

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

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

L. INDEMNIFICATION

The Vendor agrees to defend, indemnify and hold harmless KCDA and the member agency, and their respective officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the acts, errors or omissions in performance of this Agreement, except for injuries and damages caused by the sole negligence of KCDA or the member agency. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor, KCDA or the member agency and their respective officers, officials, employees, and volunteers, the Vendor's liability , including the duty and cost to defend, hereunder shall be only to the extent of the Vendor's

negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. Use of this contract certifies that the waiver of immunity specified by this provision was mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

M. PATENT INDEMNIFICATION

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

N. SAFETY REQUIREMENTS

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

O. RISK OF LOSS

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

P. REJECTION

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

Q. SHIPMENT IDENTIFICATION

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

R. NO BID RESPONSE

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

S. BID AWARDS

All bids will be awarded by the KCDA Board of Directors to the lowest responsible bidder meeting specifications and price as primary factors. KCDA reserves the right to award items in groups for ordering efficiencies, to meet minimum requirements if accepted, to make multiple awards, or to reject

any and all bids or portions thereof and make no awards, if in its sole judgment the best interests of KCDA and its members will not be served.

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

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

V. FORCE MAJEURE
Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control or responsibility of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; industry-wide labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control or responsibility of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. The party receiving the notice of force majeure may contest the declaration of a force majeure. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, internal labor disputes, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

III. PREPARATION OF BID

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

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

B. F.O.B. SHIPMENTS
Prices must be quoted in the UNIT SPECIFIED, PACKAGING INCLUDED and except for cash discount

percentages, quoted NET, F.O.B. THE DELIVERY POINT specified in this bid, including the unloading of the merchandise. KCDA redistributes products to its members. All merchandise shipped to KCDA must be in packaging that can be reshipped, via common carrier, without damage. Any 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.

C. PRODUCT IDENTIFICATION

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

D. QUANTITY PER UNIT OF MEASURE

If the quantity or volume per unit differs from that specified in the bid invitation for any particular item, it is mandatory to note such difference in the space provided on the Bid Response entitled “Item Notes for Agency” within Public Purchase by updating the item notes area of the vendor response screen. Any bid submitted not showing the quantity per unit of measure will be construed to mean the bidder will furnish the unit of measure specified in the bid invitation and such interpretation shall be binding on the bidder. If unit of measure differs from the KCDA requirement, it will be construed as an alternate item and shall be noted in the space provided on the Bid Response entitled “Item Notes for Agency.” Any merchandise subsequently received in other than KCDA units must be repackaged to correct units. Repackaging is the responsibility of the bidder who has entered into the contract. Payment will not be tendered until the merchandise has been packaged to KCDA units. If necessary, KCDA reserves the right to repackage merchandise to KCDA units and charge the bidder for all fair and reasonable associated costs. KCDA requires that upon award, the successful bidder establish a factory pack unit and ship in that unit for the duration of the contract.

E. ALTERNATE PROPOSAL

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

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

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

F. ERRORS/CORRECTIONS

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

G. INVOICING

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

H. CASH DISCOUNTS/INVOICE 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 receipt of merchandise at KCDA or receipt of invoice, whichever is later. Invoices with discounts between 15 and 30 days will be paid within terms and net 30-day invoices will be paid on the first pay date after 30 days.

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

IV. PRODUCT ACCEPTANCE

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

V. BID PROTESTS

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

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

C. HOW TO FILE A PROTEST
Protests may be filed with either the KCDA purchasing agent who issued the bid or with the KCDA purchasing manager.

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

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

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

E. WHERE TO FILE A PROTEST
Protests must be sent to:
KCDA Purchasing Cooperative
PO Box 5550
Kent, WA 98064-5550

F. AFTER A PROTEST IS FILED
Upon receipt of a protest, KCDA will acknowledge receipt of the protest in writing either by mail, fax or email. The only time an acknowledgement is not sent will be if the protest is summarily dismissed. Protestors will be contacted as to when a meeting can be scheduled to review the protest. KCDA will then make a decision as to the merits of the protest, any remedies taken within 10 days and notify the protestor once that decision is made.

VI. PRODUCT TOXICITY REPORTS

A. HAZARDOUS CHEMICAL COMMUNICATION
In order to comply with the revised OSHA and Globally Harmonized System of Classification and Labelling of Chemicals (GHS), all bidders offering products on this bid that contain any toxic chemicals that may be harmful to the end user must provide a Safety Data Sheet (SDS). Awarded vendors are to use the list of awarded items presented at time of contract signing and submit an SDS sheet for each item, referencing the KCDA item number, within 30 days of the contract start date, to kcdasds@kcda.org.

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

VII. SPECIAL NOTATIONS

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

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INVITATION FOR BIDS
BID #27-120 Physical Education Equipment and Supplies

BID DUE DATE: January 7, 2027 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)

KCDA 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

ATTACHMENT B
Terms by Manufacturer
Bid #27-120 Physical Education Equipment and Supplies
Bid Due Date: January 7, 2027 On or Before 2:00 PM PST

Bidder Name:		Address:
Phone:	Fax:	City, State, Zip:

TERMS BY MANUFACTURER: Please provide the minimum order required per manufacturer and lead times.

SPECIFIC DISCOUNTS: Please provide quoted discounts from the manufacturer's current list prices. It is the bidders responsibility to submit updated price lists during the contract year, when the contract allows, otherwise discounts will be taken from the most current on file. The manufacturer must already be present in this bid to be considered. Discounts must include shipping/ freight charges. A current price list and catalog must be provided at the time of bidding.
NOTE: DISCOUNTS MAY BE USED IN DETERMINING AWARDS.

Manufacturer	Minimum Order	Lead Time	Discount Amount	Discount Detail	FOB - Freight FACTORY - Cost will be extra DESTINATION - Cost is included in discount
Example: ABC Company Inc	$1,000	1-2 Weeks	25%	2024 List Price Sheet	Destination

Authorized Agents Signature	Date	#27-120 Bid Number	Name of Firm

KCDA 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

Bid #27-120 Physical Education Equipment and Supplies

BID DUE DATE: January 7, 2027 on or Before 2:00 PM PST

ATTACHMENT C
Special Provisions

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

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

KCDA is currently seeking suppliers of physical education equipment and supplies for its members.

Total estimated value of this contract is approximately $150,000 to $250,000 annually. KCDA does not guarantee any minimum or maximum number of member orders.

Bid #27-120 Physical Education Equipment and Supplies is expected to be awarded by the KCDA Board of Directors on February 16, 2027, with a one-year term expiring February 29, 2028. See Section II, General Provisions, Paragraph "G".

AWARD

- This bid will only be accepted electronically through KCDA's outside bidding agent, publicpurchase.com Questions regarding registering for electronic bidding can be addressed directly to Public Purchase at support@publicpurchase.com

- Attachment A: In order to be considered responsive, Attachment A "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" must be signed and electronically submitted.

- Attachment B: In order to be considered responsive, Attachment B "Terms by Manufacturer" must be signed and electronically submitted. (Please indicate standard lead times from bidder to destination.)

- Attachment C: In order to be considered responsive, Attachment C "Special Provisions" must be signed and electronically submitted.

- **NOTE:** When downloading the BID document for pricing from Public Purchase website, only edit the **Pricing** field in worksheet.

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

- Whenever an item in this bid is described by using a manufacturer's name, brand or catalog number, it shall be construed solely for the purpose of indicating the standards of quality. Brands of equal quality or alternates shall be considered only when literature or documentation from the manufacturer is provided with the bid. Any bid containing a brand that is not of equal quality, at the sole discretion of KCDA, shall not be considered. When specific brands are requested, the product/manufacturers name or number will be indicated as "No Substitute." Product identified as "**No Substitute**" has undergone evaluation by a KCDA Purchasing Specialist and determined that the No Substitute item is of higher quality and better suited to the membership needs.

- For items that state "No Substitute" or "No Subs," KCDA will not accept any item labeled other than the original manufacturer's label. Under certain circumstances, the bidder can submit a letter from the manufacturer stating they (the manufacturer) are labeling the product specifically for the bidder and the product is guaranteed to be the same as the item specified in the bid. This letter must be submitted with the bid and it will be at KCDA's discretion to accept or deny the bid response. KCDA reserves the right to refuse any items that are not labeled according to the specifications in the bid.

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

- Bidder MUST enter manufacturer and manufacturer part number in their response on Public Purchase in **BOTH the Alternate Brand and REFERENCE# Fields**. **DO NOT enter "as specified".** Bidder is to confirm the product they are providing in their bid by entering this information, even if the item is a No Sub item.

- <u>If the quantity or volume per unit (UOM) differs from that specified on the bid invitation, it is mandatory to note such difference in the space provided as **vendor notes** for each differing line item</u>. Any bid submitted not showing the quantity or volume per unit (UOM) difference will be construed to mean the bidder will furnish the unit of measure specified in the bid invitation and such interpretation shall be binding on the bidder. If quantity or volume per unit (UOM) differs from the KCDA requirement, it will be construed as an alternate item. Any merchandise subsequently received in other than KCDA specified units of measure, must be repackaged to correct KCDA specified units of measure. Repackaging is the responsibility of the bidder who has entered into the contract.

- <u>If the bidder has factory pack or case quantity purchasing requirements, the bidder must also note those requirements in the space provided as vendor notes for each specific line item</u>. Any bid submitted not showing factory pack or case quantity requirements will be construed to mean KCDA can purchase that item in any quantity amount. Loose shipment of materials shall not be allowed.

- Award(s) will be on a line item basis or on a group basis whichever is in the best interest of the members served by KCDA to economize ordering efficiencies. <u>KCDA will consider multiple evaluation factors</u>

including price, delivery lead time, minimum order qty, packaging method, quality management, etc. for the best interest of the members.

- Addendums, if required, will be issued by KCDA through Public Purchase. Addendums will also be posted on the KCDA website (www.kcda.org) under 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 submitted on Public Purchase or the bid will be considered non-responsive.**

PRICING

- It is understood that prices submitted in response to this IFB will be held for the contract term.

- Per the State of Washington's competitive bid requirements, RCW 28A.335.190, KCDA requires that the bidder verify all pricing terms with their Manufacturers prior to submitting bid on the contract. Any terms such as Tariffs, Freight etc., should be built into the bidder's pricing.

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

- KCDA receives many requests for standard items from manufacturer's catalogs. It is therefore requested that bidders quote a discount from the manufacturer's current list prices using the discount section of Attachment B. KCDA will apply the quoted discount when providing pricing to Members for non-bid items. A catalog award will be issued only when line items are awarded to a vendor. A current price list must be provided or price list identifier referenced in the bid response and be accessible within 5 days of such request by KCDA in order to qualify for such award. Price Lists submitted for discount catalog consideration will be firm for the term of the contract. If an awarded contract includes the discount from manufacturer price list, such pricing shall only to be provided to KCDA – NO DIRECT QUOTES TO KCDA MEMBERS ARE ALLOWED AS PART OF THIS CONTRACT.

DELIVERY

- F.O.B Shipment Prices must be quoted in the UNIT SPECIFIED to include packaging and unloading of merchandise, and (except for cash discount percentages) quoted NET F.O.B DELIVERY POINT. All merchandise shipped to KCDA must be in packaging that can be reshipped to our members, via common carrier. Any damage incurred due to insufficient packaging will be the responsibility of the supplier. No charges will be allowed for special handling, packing, wrapping, bags, containers, reels, etc.

- Attachment B will establish a standard product delivery lead-time; the actual delivery date must be no more than 30 calendar days. When an order is placed, the awarded vendor shall establish a firm delivery date. Any orders not received after the 30 calendar days delivery window may be subject to cancellation. Consistent awarded vendor back orders and shipment discrepancies may lead to re-award of contract.

- All orders require a 24 hour notice prior to delivery; Call 1-800-422-5019 x 154. (*Whiteboards require 10 am delivery) All product is to be individually wrapped per unit; no bulk product will be received and will be refused.

QUESTIONS

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

SIGNATURE OF BID PREPARER:

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

Sign: _____ Date: _____

Print Name: _____

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Bid #27-120 Physical Education Equipment and Supplies

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 subagreements. In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at https://sam.gov/content/wage-determinations. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination. As this Project is also subject to Washington Prevailing Wage requirements, Respondent and its Subcontractors of all tiers must pay the higher of the two wages (Prevailing and Davis-Bacon) when they are not the same.

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

Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of $100,000 that involve the employment of mechanics or laborers, Respondent shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act and Federal Water Pollution Control Act

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

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify KCDA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549. Respondent will comply, and shall assist the Client and KCDA in complying, with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part180, 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 #27-120 Physical Education Equipment and Supplies

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)	**Respondent Certification:** **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