



*PURCHASING COOPERATIVE*

18639- 80<sup>TH</sup> Ave S. ♦ P.O. Box 5550 ♦ Kent, WA 98064-5550 ♦ Phone 425-251-8115 ♦ Fax 253-395-5402 ♦ [www.kcda.org](http://www.kcda.org)

## **REQUEST FOR PROPOSAL (RFP)**

### **#16-261 Maintenance Machines**

**BID DUE DATE: June 30<sup>th</sup>, 2016 On or Before 2:00 PM PST**

Time and Place for Filing

On or Before 2:00PM PST, JUNE 30<sup>TH</sup>, 2016

Each response is to be filed in a separate envelope and marked with the appropriate RFP name and time for opening. All responses must be submitted at the office of KCDA, 18639 80<sup>th</sup> Ave S, Kent, WA 98032 on or before the date and time shown above or they will not be accepted. Neither emailed, faxed, nor “postage due” responses will be accepted. Responses sent via Federal Express, Express Mail or other overnight delivery services must be sent to KCDA’s street address as shown above. For information regarding this solicitation, please contact the Purchasing Agent shown below.

Michele Ortiz, Contract Supervisor  
425-282-0679  
[mortiz@kcda.org](mailto:mortiz@kcda.org)

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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 \$100 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 in the state of Oregon who are or may become associate members of the KCDA Purchasing Cooperative may participate in the contract(s) awarded by KCDA. A complete list of all school districts and other public agencies that are members of the KCDA Purchasing Cooperative is available on our web site [www.kcda.org](http://www.kcda.org).

### **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 at the time, date and place, and in the manner herein specified. If a public opening is designated, 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 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.

#### 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 shall 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 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, if 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. 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 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, 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 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. 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. 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 bid award price in effect at the time and under the same terms and conditions as the original contract unless otherwise allowed under terms of the contract. Requests for extension shall be submitted to KCDA a minimum of 30 days prior to expiration of the existing contract term.

#### J. REQUESTED SAMPLES

It is the bidder's responsibility to provide samples as requested in order that your bid is considered. Submit the samples to King County Directors' Association, 18639 80th Ave. S., Kent, Washington, 98032. All requested samples must be labeled with the bid number and KCDA's item number, and be submitted no later than seven (7) working days after the bid opening. Samples must be submitted on all alternate items bid ten (10) working days prior to bid opening and also labeled with bid number and KCDA's item number (See Section III- C.).

Additional samples may be requested after bids are opened and must be submitted within 7 working days of 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 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 agency. 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 there under 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 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. 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.

#### 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

All bids will be awarded by the KCDA Board of Directors to the lowest responsible bidder meeting specifications. KCDA reserves the right to award items in groups for ordering efficiencies, to meet minimum requirements if accepted, to make multiple awards, or to reject any and all bids or portions thereof and 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 them upon. 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.

### III. PREPARATION OF BID

#### A. SUBMITTAL OF BID DOCUMENT

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. 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 member(s). All merchandise

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

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

#### C. PRODUCT IDENTIFICATION

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

#### D. QUANTITY PER UNIT OF MEASURE

If the quantity or volume per unit differs from that specified in the bid invitation for any particular item, it is mandatory to note such difference in the space provided on the bid form. 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. Any merchandise subsequently received in other than KCDA units must be repackaged to correct units. Repackaging is the responsibility of the bidder who has entered into the contract. Payment will not be tendered until the merchandise has been packaged to KCDA units. If necessary, KCDA reserves the right to repackage merchandise to KCDA units and charge the bidder for all fair and reasonable associated costs. KCDA requires that upon award, the successful bidder establish a factory pack unit and ship in that unit for the duration of the contract.

#### E. ALTERNATE PROPOSAL

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

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

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

#### F. ERRORS/CORRECTIONS

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.

#### G. 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 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 enduser of any quantity of merchandise shipped and/or installed against our 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, extension, terms and sales tax. Payments will be made on original invoicing only.



## H. CASH DISCOUNTS/INVOICE PAYMENTS

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

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

### Who may protest

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

### What can be protested

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

### How to file a protest

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

Protests should include the following information:

- 1) Include the name, street address, email address, telephone and fax numbers of the protestor or their representative.
- 2) Be signed by the protestor or its representative.
- 3) Identify the solicitation or bid contract number.
- 4) Set forth a detailed statement of the legal and factual grounds of protest, including copies of relevant documents.
- 5) Set forth all information establishing that the 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.

### 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 10 days after the defect became apparent.

**Where to file a protest**

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

**After a protest is filed**

Upon receipt of a protest, KCDA will acknowledge receipt of the protest in writing either by mail, fax or email. The only time an acknowledgement is not sent will be if the protest is summarily dismissed. Protestors 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 WAC 296 62 054, Hazard Communication, all bidders offering products on this bid that contain any toxic chemicals that may be harmful to the end user, must submit a Material Safety Data Sheet (MSDS) on the State of Washington form as provided by law with the bid. Please list any web site address where an MSDS can be obtained.

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

**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<br>or Section III-B |
| D. All items bid must be packaged in KCDA units. | Section III-D                          |
| E. Do not add sales tax into bid prices.         | Section III-I                          |
| F. Manufacturer Terms page completed             | Attachment B                           |
| G. Special Provisions                            | Attachment C                           |



**INVITATION FOR BIDS  
#16-261 – Maintenance Machines**

**BID DUE DATE: June 30<sup>th</sup>, 2016 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: \_\_\_\_\_

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

Note: Electronic acceptance of these terms and conditions signifies compliance with above statement.



**PURCHASING COOPERATIVE**

18639- 80<sup>TH</sup> Ave S. ♦ P.O. Box 5550 ♦ Kent, WA 98064-5550 ♦ Phone 425-251-8115 ♦ Fax 253-395-5402 ♦ [www.kcda.org](http://www.kcda.org)

**ATTACHMENT B**

Maintenance Machines Bid #16-261

Terms By Manufacturer

**Bid Due Date: June 30th, 2016 On or Before 2:00 PM PST**

Bidder Name:				Address:		
Phone:		Fax:		City, State, Zip:		
<b>TERMS BY MANUFACTURER:</b> Please provide the minimum order required per manufacturer and lead times.				<b>SPECIFIC DISCOUNTS:</b> Please provide quoted discounts from the manufacturer's current list prices. It is the bidders responsibility to submit updated price lists during the contract year, when the contract allows, otherwise discounts will be taken from the most current on file. The manufacturer must already be present in this bid to be considered. Discounts must include shipping/ freight charges. A current price list and catalog must be provided at the time of bidding. NOTE: DISCOUNTS MAY BE USED IN DETERMINING AWARDS.		
Manufacturer	Minimum Oder	Contract Period 365 days Y or N, If N please Specify	Lead Time	Discount Amount	Discount Detail	FOB - Freight FACTORY - Cost will be extra DESTINATION - Cost is included in discount
Ex: ABC Company Inc	\$1,000	No: valid through 5/31/16	4-6 Weeks	25%	2016 List Price Sheet	Destination

\_\_\_\_\_  
Authorized Agents Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bid Number

\_\_\_\_\_  
Name of Firm

## REQUEST FOR PROPOSAL

### #16-261 Maintenance Machines

**BID DUE DATE: June 30<sup>th</sup>, 2016 On or Before 2:00 PM PST**

### Attachment C – Special Provisions

THESE INSTRUCTIONS SUPERCEDE AND TAKE PRECEDENCE OVER ANY OPPOSING LANGUAGE IN THE REQUEST FOR PROPOSAL.

#### GENERAL

KCDA is seeking manufacturers and/or authorized distributors of building maintenance equipment to provide equipment to its members. Respondents shall have established percentage discounts from catalog list or published prices or price lists. The discounts may be for specific product items offered under this solicitation, or may include an entire catalog of products or manufacturer categories.

Respondents must be a manufacturer or an authorized distributor and service dealer having a local sale's presence in Washington in order to provide sales consultation, needs assessment and training.

KCDA also has members in other states including Oregon, Idaho and Alaska. KCDA prefers vendors who can provide equipment to all member states. Proposals shall address and identify the areas in which the respondent is able to offer service through a KCDA contract.

A listing of all KCDA members is available on the KCDA website, [www.kcda.org](http://www.kcda.org).

#### OVERVIEW

KCDA intends to award this RFP to one or more Respondents who can offer acceptable equipment that can be of benefit to the members of KCDA. The equipment requested in this RFP is not specific to any brands of equipment. KCDA encourages all brands to be bid. All respondents should address the following criteria:

1. Pricing is offered on the complete product line
2. Discounts are provided on replacement parts and accessories
3. Identify how shipping will be handled (FOB Destination - Prepaid shipping is preferred throughout the State of Washington)
4. Complete warranty protection on all equipment and parts
5. Training and support is available
6. Local Repair Service is available
7. Seminars on equipment application and new products is provided
8. Pricing is guaranteed for one year

When responding identify proposed manufacturer, manufacturer part numbers and options that are included or additionally available. Awards will be based on manufacturer's product lines; subsequently multiple awards may be issued.

Responses are to be delivered to the offices of KCDA at or before 2:00 PM PST on June 30<sup>th</sup>, 2016.

Responses should include a brief introduction informing KCDA of the qualifications and experience of the Respondent, along with a brief company history. Provide contact information of the person responsible for information in the response including a direct phone number and email address.

Respondents should include brochures of the product(s) they are offering or other literature that indicates the type of equipment being proposed. Proposals should be well organized and easy to read. Failure to do so may disqualify the response at the sole discretion of KCDA.

## **EQUIPMENT**

All equipment, components, spare parts, and ancillary equipment purchased and supplied under this contract must conform to manufacturer specifications and shall be of new manufacture and in current standard production. Member orders are to be delivered completely assembled, adjusted, serviced, and ready for use. Any exceptions must be clearly identified within the proposal response.

## **PRICING**

### 1. Price Lists

All price lists must be submitted in hard copy and include an electronic form, i.e. thumb drive, CD, or DVD. Media submitted with price list must include the respondents' company name, name of the solicitation, and date.

- Respondents must submit products, services, warranties, etc. in price list.
- Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc.
- Discounted pricing must include 2% service fee to KCDA on **all** purchases. Vendor must assure that the net price submitted in this proposal includes this service fee

Electronic price lists must contain the following:

- Manufacturer name and part number
- Vendor part number (if different from manufacturer part number)
- Description
- Manufacturers Suggested List Price

- Net price to KCDA including service fee. State if freight is included in pricing, or identify how freight pricing will be allocated to shipments. Shipping terms will be FOB destination regardless of how costs for freight will be applied.

## 2. Post Award Pricing

Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed, but cannot exceed original pricing submitted in this solicitation. Volume or spot market conditions may allow for one time discounts for participating entities.

## 3. Parts Pricing

Submit price list for machine parts, supplies and accessories that can be purchased by KCDA members, if applicable, categorized by the machine for which the parts are used. Pricing must include the 2% service fee to KCDA.

## 4. Pricing and Contract Price Adjustments

- a. Unless otherwise stipulated in the RFP, all information and data listed in or otherwise provided with the Vendor's proposal must be effective at the time of the proposal due date and time. All pricing is to be listed in the format requested. All pricing shall include the costs of proposal preparation, servicing of accounts, and compliance with all contractual requirements & KCDA service fees.
- b. When an equipment manufacturer revises its reference product price list to add or delete models and accessories, Vendor shall update its price list to KCDA. New items shall meet or exceed all the specifications and requirements established in the Contract. The Purchasing Agent may direct the Vendor to remove any machine or item that does not meet required specifications or are otherwise in conflict with Contract requirements.
- c. Contract discounts and percentages (or pricing if Vendor has quoted firm prices) must be held firm during the initial contract period, unless changes are made to accommodate bulk placements or special promotions. KCDA may conduct periodic audits. Vendors will be responsible for full reimbursement if any overcharges occur. Upon request from the KCDA customer, Vendor shall provide (at no additional cost) an electronic copy or hard copy (by fax or mail) of manufacturer's actual reference price list for price validation purposes.

## 5. Alternate Pricing Method

Respondents may elect to submit a firm fixed price proposal as opposed to offering a firm discount off manufacturer's product price list. If this format is selected, the respondent will enter a firm price for each machine. Respondents will choose only one purchase pricing method to be used throughout the proposal (catalog discount or firm price). Proposals received that provide both will be found non-responsive.

Respondents proposing this pricing method agree, by their submission, all future devices marketed as replacement devices, to those identified in the proposal (and if awarded, the subsequent Contract), will be offered to the KCDA member at the same price or less than

the original proposal. New devices must perform all functions offered by the replaced devices and must perform as well as the devices identified in the proposal. KCDA may accept a future claim from the Vendor that a new threshold of performance or technology has been established. If the Purchasing Agent is satisfied with evidence presented in support of this claim, appropriate pricing for such new technology may be established applying the same pricing method used by the Vendor in their original response. Vendors must be able to verify the pricing calculation.

## **SHIPPING/DELIVERY**

Shipping will be FOB Destination, prepay and direct to the KCDA member. Respondent must identify shipping/delivery costs in their bid response. If this is not included the actual cost of delivery may not be added to an invoice. Only **actual** shipping costs will be passed on to the KCDA member. No packaging, surcharges, filing, processing, or handling charges will be allowed in addition to the actual shipping charges. Request for verification of charges may be initiated at any time by either the KCDA member or KCDA with no additional charges applied. Such charges must be verifiable for audit purposes. No COD orders will be accepted.

## **MAINTENANCE SERVICE**

Respondents shall list available pricing for maintenance service for all equipment offered under this solicitation and include such pricing in proposals to members if requested by the member if applicable.

If pricing is not included in the response, it will not be allowed to be charged to a member at a later date.

## **NEW PRODUCTS**

Products that are introduced by the same manufacturer(s) during the contract term will be allowed under the discount amount for this RFP. A letter of request must be submitted to KCDA along with pricing and product information. KCDA will respond in writing within twenty (20) days with acceptance, or to advise the reason for disallowing the addition to the contract. New products added must follow the same terms and conditions specified within this RFP.

## **EVALUATION**

The following criteria will be used in evaluating responses to this RFP. An award is anticipated to be made to a vendor 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	20
Freight Delivery and Method	10
Related Experience	15
Pricing	30
Training	15
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

**ORDER PROCESSING**

1. Prior to placing an order, the awarded Vendor must verify the customer is a KCDA member. The membership is posted on the KCDA website under KCDA membership. If the customer is not posted on the KCDA website, the Vendor must verify with the KCDA Purchasing Agent the member is valid. If the customer is not valid, the Purchasing Agent will determine if the customer can participate in the KCDA contract. The Purchasing Agent will then contact the customer to give them instructions on how to become a member.
2. The awarded vendor will submit a signed and dated proposal or quote to KCDA's member in accordance with the pricing awarded under this RFP. If pricing has been negotiated due to volume purchasing, the price must be noted as negotiated and must be less than the firm price quoted for individual machines. **All equipment purchased must include the KCDA 2% service fee as a part of the price to the customer. The service fee is not to be listed as a separate line item on the member's proposal.** The Vendor's proposal must specifically state the KCDA contract name & number. The proposal must identify the contact name, e-mail address and phone # for the person responsible for approving the equipment purchase. This information is critical and if not provided may be grounds for delaying the processing of the order as well as eventual payment to the Vendor.
3. The KCDA member will submit the proposal with a purchase order to KCDA.

4. KCDA will review and approve the order by sending a PO to the vendor, via e-mail, within 48 hours, authorizing the vendor to proceed with the order.
5. A copy will be kept on file at KCDA.
6. Equipment must not be released to any customer using the KCDA contract without a PO from KCDA.
7. Once equipment has arrived at the customer location, Vendor will invoice KCDA for the equipment. No prepayments or deposits will be allowed against orders.
8. The vendor will send KCDA sales reports and service fee payments at the end of each quarter. A service fee of 2% is due to KCDA based on the total invoice value of sales against this contract. Vendors will be responsible for accurate, timely reports and service fee payments back to KCDA. The reports and or invoices must include the member purchase order number, name of agency, contact person, reference KCDA Bid #16-261 and give a description and quantity of equipment. Delinquency of fee payments may be considered cause for curative action up to and including the vendor being terminated from the contract.
9. Orders processed against this contract with Vendor customers who are not KCDA members or without a PO from KCDA are in violation of RFP #16-261. Vendors not following proper procedures may be removed from consideration for future awards.
10. Complete Warranty information detailing period and coverage must be submitted to the member with each order.

## **RISK OF LOSS OR DAMAGE**

KCDA members shall be relieved from risks of loss or damage to all equipment purchased during shipment to the customer's designated location. KCDA members will be responsible for risks of loss or damage to the equipment once it has been delivered / installed and accepted by customer's representative. Vendors shall clearly demonstrate they have informed customers of this responsibility prior to order placement.