CITY OF KIRKLAND
INVITATION FOR BID

Information for Bidders:
Notice is hereby given that the City of Kirkland will receive sealed bids in the office of the Financial Operations Manager, City Hall, 123 Fifth Avenue, Kirkland, Washington, by 11:00:00 am local time on July 15, 2020 for the project hereinafter referred to as:

Project Name: CENTRIFUGAL SCREW PORTABLE PUMPING UNIT
Invitation for Bid #36-20-PW

The City of Kirkland is seeking bids for 1 centrifugal screw portable pumping unit

Bid Due: July 15, 2020 by 11:00:00 am PST. At said time all bids will be opened and publicly read aloud. The City of Kirkland –Purchasing Division must receive bids no later than specified time and date. Bids received after such time will be returned unopened. Responses may be mailed or hand delivered. Bids sent via email will not be accepted. Bids are to be valid for 90 days after due date. The City reserves the right to request further extensions if necessary.

The City will not sell bid packages. Bid documents and addenda may be viewed and obtained online on the City of Kirkland’s website at www.kirklandwa.gov. Locate by clicking on “Business” at the top of the webpage and then “Request for Proposals” under “Doing Business with the City.” Call 425-587-3123 if unable to access IFB documents online.

Selection and Award: This purchase shall be awarded to the bidder who provides the lowest responsible priced bid and in conformance with program schedule that in the opinion of the City meets all of the specification criteria.

The City of Kirkland reserves the right to reject any and all bids/bids and to waive any irregularities or information in the evaluation process. The final decision is the sole decision of the City of Kirkland and the respondents to this solicitation have no appeal rights or procedures guaranteed to them. The City of Kirkland reserves the right to conduct any necessary interviews for clarification purposes before final award.

Each Bidder is required to file with its bid based on the due date listed below. Before a contract will be awarded to the lowest, responsive, responsible Bidder, the City will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder(s) to perform the size and type of Work specified under this contract. Upon request, the Bidder shall submit such additional information as deemed necessary by the City to evaluate the Bidder’s qualifications.

For questions regarding the bid, contact Please feel free to contact Greg Piland (gpiland@kirklandwa.gov).

Submit your bid on the Bid Price Sheet and other forms which are enclosed, or make a copy of the required forms and submit these documents.
No bids may be withdrawn within ninety (90) days after the actual date of the bid opening.

Greg Piland
Financial Operations Manager

Published: Daily Journal of Commerce – June 30, 2020
Specifications:

OVERVIEW AND PURPOSE: The City of Kirkland Public Works Department is soliciting bids to purchase one portable self-contained 4” bypass pump in a locking sound attenuated enclosure. This unit will be trailer mounted on a 7000 gvw trailer.

The Technical Specifications were developed from specifications of the current Screwsucker 6” pump the city uses for emergency pumping and bypass in both surface water and wastewater. Manufacturers and sales distributors of other makes are welcome to submit bids for equivalent pumps. Proposed pumps should comply with the requirements identified in these Specifications. It is the Respondent’s responsibility to identify and explain any deviations from these Specifications.

CONTRACT TERM AND PRICE CONDITIONS: The initial term will cover the purchase of the equipment listed in the Invitation for Bid and any additional accessories needed for functionality and repair. Pricing shall be firm and fixed for the term of the initial contract.

SCOPE OF WORK: As requested by the City of Kirkland Public Works Department, this Invitation to Bid ("IFB") has been issued for the sole purpose and intent of obtaining bid responses from responsive and responsible bidders.

EACH BID shall constitute an offer to the City of Kirkland as outlined herein. Bid prices will include all costs associated with the performance of the contract such as sales tax, permits, insurance, shipping, handling, freight charges, etc. Installation of products is not included.

F.O.B. DESTINATION DELIVERY: All deliveries are to be F.O.B., inside delivery, City of Kirkland Public Works Department, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments.

ALTERNATIVE PRODUCTS: The City of Kirkland will consider alternative products that meet the requirements listed in the specifications.

SPECIFICATIONS: The City of Kirkland reserves the right to determine which specific items on any specification requirements require strict adherence, or are most important, and those that are not, or requiring a lesser degree of importance. Such determination can and will be a basis for evaluating, recommending and making award. The City will, at its discretion, assess warranty offered, and utilize life-cycle costing and/or performance factors as the evaluation method and basis for award. The low bid most closely meeting specifications is usually the bid given the award, although delivery time is sometimes a necessary factor. Should a requested specification sheet not be submitted with a bid, this is considered non-responsive and therefore will not be considered. Please read and respond to specification requirements carefully.

MOST CURRENT MODEL: Unless otherwise stated, all equipment furnished shall be manufacturer’s latest model. Appurtenances and/or accessories not herein mentioned, but necessary to furnish a complete unit, ready for use upon delivery, shall be included in the bid and conform in design, strength, quality of material and workmanship to what is usually provided to the trade in general.
The unit furnished shall be a current model under standard production by the manufacturer. All items bid shall be new products. No used products will be accepted.

**QUANTITIES:** The quantities shown are estimated. The City of Kirkland reserves the right to increase/decrease the stated estimated annual requirements as necessary to meet actual requirements.

**PLANNED PURCHASES:** The City plans to purchase the quantity identified in the bid items below. It is anticipated that other public agencies may wish to utilize this contract as allowed by RCW 39.34.

**TENTATIVE SCHEDULE OF EVENTS:**

IFB issued June 30, 2020

Questions/Alternate Products due July 8, 2020 by 5:00 PM PST

Answers Issued July 10, 2020

Bids due July 15, 2020 at 11:00:00 am PST

Anticipated Award September 1, 2020

**QUESTIONS REGARDING THIS IFB:** ALL questions or alternates must be submitted in writing (Email is preferred). Questions and answers along with the determination of substitutions will be posted on the City of Kirkland website. In order to make information available to all proposing suppliers, no questions will be entertained after 5:00 pm on July 8, 2020.

Questions regarding the bidding process and specifications must be submitted to Greg Piland, Financial Operations Manager at gpiland@kirklandwa.gov.

Questions may be mailed to either party at City of Kirkland, 123 5th Ave, Kirkland, WA 98033.

**DISTRIBUTION OF BID DOCUMENT AND ADDENDA:** This IFB can be downloaded directly from the City of Kirkland’s website at www.kirklandwa.gov (Click on "City Purchasing" under "Most Requested"). Those who wish to automatically receive any addenda or a notice of cancellation should provide contact information by emailing Greg Piland at gpiland@kirklandwa.gov. Those who choose not to submit contact information will be solely responsible for monitoring the City’s website for any addenda or a notice of cancellation.

**BID PREPARATION:** Firms submitting bids shall be responsible for any and all costs and/or expenses associated with preparing such proposal.

**SUBMISSION OF BID PROPOSALS:** All bid proposals must be received no later than 11:00:00 am Pacific Time on July 15, 2020. Bids must be signed by an authorized company representative and submitted in a sealed envelope. Bids must be addressed to:
City of Kirkland  
Attn: Greg Piland, Financial Operations Manager  
IFB No. 36-20-PW  
123 5th Ave  
Kirkland, WA 98033

It is the responsibility of the supplier to be sure the proposals are sent sufficiently ahead of time to be received **no later than 11:00 am on July 15, 2020**. Proposals received after the deadline will not be considered for award of contract.

**EVALUATION PROCESS:** This is an Invitation for Bids for specific items and our intent is to award the contract to the responsible supplier that submits the lowest responsive bid.

**CONTRACT:** The contract shall consist of the following documents: The Invitation for Bids (IFB), the accepted bid, any purchase orders issued by the City and any agreed upon written changes to any of the foregoing documents. The contract documents are complimentary and what is called for in any one document shall be binding as if called for by all.

**COMPLIANCE WITH LAWS:** The supplier shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

**GENERAL BID INFORMATION:** Submission of the proposal will signify the firm’s agreement that its proposal and the content thereof are valid for 60 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful firm.

**COOPERATIVE PURCHASING:** RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland may purchase from City of Kirkland contracts, provided that the firm agrees to participate. The City of Kirkland does not accept any responsibility for purchase orders issued by other public agencies.

**PUBLIC DISCLOSURE:** Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed public records as defined in Chapter 42.56 RCW, Washington’s Public Records Act ("PRA"). Any proposal containing language which purports to copyright the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to the PRA or this proposal, could be removed from consideration. The City does not accept responsibility for determining what the proposer may consider confidential or proprietary. Therefore, any information in the proposal that the proposer claims confidential and/or proprietary or otherwise exempt from disclosure under RCW 42.56.270 or any other provision of the PRA must be clearly designated as described in the "Proprietary Material Submitted" section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the pages and portions thereof must be clearly marked and identified. With the exception of lists of prospective proposers, and except to the extent otherwise required by law, the City will not disclose proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: portions of a proposal specifically designated as confidential and/or
proprietary and therefore exempt from disclosure under the PRA until such time as the proposer has a reasonable opportunity to seek a court order preventing such disclosure.

**NONCOLLUSION:** The supplier must certify that their firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered in this Invitation for Bids. Supplier is to complete the attached Non-collusion affidavit and submit it with the proposal.

**PAYMENT TERMS:** Net 45 days after delivery, acceptance and receipt of invoice. Acceptance includes inspection and approval by City of Kirkland’s Fire Department.

**FREIGHT TERMS:** Quoted price is to include delivery to designated locations. Shipping will be FOB destination and include delivery.

**NON-DISCRIMINATION:** The City of Kirkland requires that no person shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental or physical disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the firm ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.
GENERAL SPECIFICATIONS
Centrifugal screw portable pumping unit

CENTRIFUGAL SCREW PORTABLE PUMPING UNIT

EQUIPMENT AND COMPONENT NAME (S) AND NUMBER (S)
Refer to Supplements

PART 1 GENERAL

1.1 WORK OF THIS SECTION

A. Work: The work necessary to furnish a complete Portable Pumping Unit including screw centrifugal pump, diesel engine, vacuum assisted dry priming system, controls, noise enclosure, trailer and associated accessories and appurtenances.

B. Unit Responsibility: The Work requires that the Centrifugal Screw Portable Pumping Unit be complete with all accessories and appurtenances (including, but not necessarily limited to, diesel engine, starter, control panel, priming system, trailer, and noise enclosure be the end product of the supplier). The supplier shall furnish all components and accessories of the system to enhance compatibility, ease of operation and maintenance and, as necessary, to place the equipment in operation conforming to the specified performance, features, and functions. The foregoing shall in no way alter or modify CONTRACTOR’S responsibilities under the Contract Documents. CONTRACTOR is responsible to OWNER for providing the equipment systems as specified herein.

C. Like items of equipment provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance, operation, maintenance, spare parts and manufacturer’s service.

D. See CONDITIONS OF THE CONTRACT and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the work specified herein and are mandatory for this project.

1.2 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. American Bearing Manufacturers’ Association (ABMA)
4. Hydraulic Institute Standards (HIS)
5. Occupational Safety and Health Administration (OSHA).

1.3 DEFINITIONS

A. Terminology pertaining to the pumping unit performance and construction shall conform to the ratings and nomenclature of the Hydraulic Institute Standards.

1.4 SUBMITTALS

A. Action Submittals:

1. Shop Drawings:
   a. Make, model, weight, and horsepower of pump assembly.
   b. Complete pump, diesel engine, and vacuum pump catalog information.
   c. Performance data curves at nominal pump speed showing head, capacity, horsepower demand, NPSH required, and pump efficiency over entire operation range of pump, from shutoff to maximum capacity. Indicate separately head, capacity, and horsepower demand, NPSHR and overall efficiency require at Rated Conditions and at Secondary Conditions.
   d. Performance data curves for rated pump RPM.
   e. Certified detailed mechanical and electrical drawings showing equipment dimensions, arrangement, assembly, including locations and type of connections and weights of major equipment and components.
   f. Complete diesel engine nameplate data, engine manufacturer, including any motor modifications.
   g. Factory Finish System

B. Information Submittals:

1. Special shipping, storage and protections, and handling instructions.
2. Manufacturer’s printed installation instructions.
3. Suggested spare parts list to maintain equipment in service for period of 1 year and 5 years. Include a list of special tools required for checking, testing, parts replacement, and maintenance with current price information.
4. List special tools, materials, and supplies furnished with equipment for use prior to and during startup and for future maintenance.
5. Operation and Maintenance Data: As specified in Section 1.5, OPERATION AND MAINTENANCE DATA.

1.5 OPERATIONS AND MAINTENANCE DATA
A. O&M Manuals: Content, format and schedule for providing as specified.

B. Maintenance Summary Forms: As specified.

PART 2 PRODUCTS

2.1 GENERAL

A. Provide a complete, coordinated, and fully functional operating system.
B. Coordinate pump, diesel engine, and priming system as a system.
C. Pumps supplied under this Section to be a standard product of manufacture and to have proven reliability.
D. Portable pump system to be capable of running dry or in snoring conditions.

2.2 MANUFACTURERS

B. Or Pre-Approved Equal

2.3 EQUIPMENT DESCRIPTION AND CONSTRUCTION DETAILS

A. Pump:

1. Pump shall be a Hidrostal D04R-SMN-3R Pump. The basic design shall be a single passage, clog free pump utilizing a screw centrifugal impeller. Pump shall be capable of 792 GPM @ 55 feet TDH at 2100 rpm or 475 GPM @ 75 feet TDH @ 2100 RPM.
2. Continuously rising head-capacity curve from runout to shutoff.
3. Designed to operate continuously at any point in specified operating range of performance curve without cavitation, overheating, or excessive vibration.
4. Engine nameplate horsepower rating not to be exceeded by pump brake horsepower required at any point on nominal pump performance curve.
5. Impellers utilizing, cutters or grinding to pass solids are equal or acceptable.
6. Open, or Closed, single or multi vaned impellers are not equal or acceptable.
7. Pump shall be capable of continuous operation in dry condition.
8. Manufacturer of the screw centrifugal impeller shall have been in business for 10 or more years and have been manufacturing screw centrifugal impellers for a minimum of 10 years with a proven record of performance in portable pump systems.
B. Casing:

2. Heavy wall, one-piece volute construction with integral flanged discharge flange and smooth fluid passages. Provide drilled and tapped volute vent and drain connections.
3. The pump volute, back plate and suction piece housing shall be of close-grained cast iron, ASTM A 48-40B.
4. The impeller shall be DIN G-X 15 CrMo 17.
5. The suction shall have an independently replaceable suction liner ASTM A 532-III-A 25% Cr and shall be externally adjustable by means of three stainless steel regulating screws. Each adjusting screw shall incorporate a mechanism for positively advancing, positively retracting, and positively locking the position of the suction liner in so that the necessary running clearances between the liner and impeller can be maintained.

C. Bearing Housing

1. The bearing housing shall be of cast iron, ASTM A48-30B and shall be of the back pull out design.
2. The shaft shall be steel and provided with suitable bearings capable of taking all mechanical and hydraulic loads. Unless otherwise specified, bearings shall provide a minimum B10 bearing life of 50,000 hours without credit for hydraulic balancing by pump out vanes, grooves, or wear rings.
3. The shaft seals shall be isolated from contaminants in the pumped media by a labyrinth fit between the impeller backside and the volute back plate, as well as by pump-out grooves machined into the impeller back shroud and into the volute back plate, to prevent debris reach the shaft seal.

D. Mechanical Seal

1. Tandem Mechanical Seal Arrangement requiring no external flush. Shaft sealing shall be by independently mounted, tandem mechanical seals contained in an oil chamber that is formed as an intrinsic part of the bearing frame and allows the seals to be completely submerged in and lubricated by the oil bath. Externally mounted oil reservoirs are not acceptable.
2. The mechanical seal nearest the bearing shall utilize carbon/ceramic faces and shall isolate the seal cooling oil from the bearing frame.
3. The mechanical seal nearest the impeller shall be a stainless steel or rubber bellows type construction firmly attached to the rotating face and clamped to the shaft, to prevent contaminants from contacting the stainless-steel spring which loads the seal face. The seal faces shall be a solid tungsten-carbide rotating face running against a solid silicon-carbide stationary face. Seals with both faces of similar materials, or seals, with bonded, soldered, or converted face surfaces are not equal or acceptable.

4. Pumps using a single mechanical seal are not equal or acceptable.

E. Diesel Engine

1. The Diesel Engine shall be Perkins, 1.1. Model 403D-11l liquid cooled, Tier 4 interim
2. The Engine starting system shall be 12 volts. Operation may be manual or with automatic level switching.
3. A 12 volt electric starter shall be an integral part of the engine.
4. Fuel consumption rate at best operating point must be under 0.32 GPH at 1500 RPM's.

F. Priming System and Control Panel

1. The priming system shall be a “dry prime” vacuum system which shall incorporate a priming chamber, priming probes, and controlled via an electronic PLC.
2. A Busch Vacuum pump shall be supplied. The vacuum pump shall be oil lubricated and driven by a magnetic clutch from the diesel engine via a V-belt from the pump shaft. A solenoid valve will operate simultaneously with the vacuum pump clutch. The normally closed solenoid valve will only open when the magnetic clutch on the vacuum pump is engaged.
3. The priming chamber shall have a clear Plexiglas viewing window with electronic level probes mounted in the priming chamber.
4. An electronic control panel shall be furnished to control the dry prime vacuum system.
5. Priming systems utilizing compressors, venturis, or diaphragm pumps will not be approved.
6. Priming systems that run continuously will not be accepted.

G. Control Panel

7. A control panel will be furnished in a NEMA 4X enclosure. The outside of the panel shall be furnished a Deep Sea Electronics controller, model E800.
8. The control panel will be furnished with a connection for automatic start-stop of the unit with level control probes or floats.
9. The control panel shall operate and incorporate all the electrical features for the engine, pump, priming system, and automatic level control.

10. A magnetic clutch is to be provided which couples the primary pump, vacuum pump and diesel engine together. The magnetic clutch control is to be incorporated into the PLC.

11. Engine temperature and oil pressure shutdown protection shall be included.

12. Control panel shall have integral GSM capabilities for remote monitoring and operation.

13. Control panel shall be inside of locking sound attenuated enclosure.

H. Sound Attenuated Enclosure

14. The pump, diesel engine, control panel, and priming system shall be mounted in a sound enclosure. With the unit operating at full speed, Contractor must guarantee a noise level not to exceed 58 dBA @ 23ft.

15. A 50 plus gallon integrated fuel tank shall be part of the enclosure. Under the fuel tank shall be a containment vessel to prevent fuel, water or oil from spilling on the ground around the unit.

16. A lifting eye is to be integrated into the sound enclosure for lifting of unit.

17. The pumping unit is to be supplied with four soundproof doors that are all lockable.

18. A heavy duty 12-volt marine battery is to be furnished.

19. Onboard battery maintainer NOCO 10-amp battery maintainer or approved equal with a 120-volt AC Power Port Plug connection outside of housing for use while all access doors are locked.

C. Trailer

1. The entire pump-diesel skid is to be mounted onto the trailer using four quick disconnect bolts.

2. Trailer is to be 7,000 lb GVW DOT approved with electrical brakes and necessary LED lights.

3. Heavy duty diamond plate steel fenders shall be included with two side winder pipe mount stabilizer jacks.

4. A Hand Crank Jack Assembly with removable wheel shall be provided to facilitate moving of trailer.

5. Entire trailer to be coated with Linex coating systems.

6. Fender steps available for trailer access.

7. Under pump locking storage will be included.

8. 30” aluminum toolbox at front of trailer will be lockable and open from either side.

9. Trailer suspension shall be torsion dual axle.

10. Hitch shall be adjustable height pintle ring.

11. Handles shall be added to pump or trailer for accessing the deck of the trailer.
F. Hoses/Fish Passable Pickup Screen

1. 60 ft. of 4” Clear Reinforced Suction Hose provided in 10’ lengths, with Camlock fittings on both ends. Fittings must be made in the USA.
2. 200 ft. of 4” Collapsible Discharge Hose provided in 20’ lengths, with Camlock fittings on both ends. Fittings must be made in the USA.
3. Included will be a quick coupled pickup screen meeting the flow capability of the pump and a maximum size of 18” around, and 18” tall.

MANUFACTURER’S SERVICES

A. Installation, Startup, and Testing Services:

1. Provide complete manufacturer’s installation, startup, and testing services in accordance with Section Provide Qualifications of Manufacturer’s Representative.
2. City of Kirkland requires supplier to have service and parts permanently located within 10 miles of the city of Kirkland.

B. Training Services

1. Provide training of Owner’s personnel in accordance with Section.
2. Provide 1 person-day of pre-startup training, which shall be provided in one session.

_____Comply  _____Exception

EXCEPTIONS TO SPECIFICATIONS

Any and all exceptions to the above specifications must be clearly stated for each heading. Use additional pages for exceptions, if necessary.
Bidder Name______________________________________________________________

Bidder shall submit one original sealed bid. If Bidder wishes to submit alternate bids, copy the appropriate bid pages and submit alternate bids.

We agree to furnish the following items F.O.B. Destination, freight prepaid and allowed (included in unit price).

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
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<td>1.</td>
<td>Centrifugal screw portable pumping unit</td>
<td>1</td>
<td>EA</td>
<td>$__________</td>
<td>$__________</td>
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2. Add-on Accessories (% discount off list price) | UNK | EA | %________

TOTAL ITEM 1  $__________

Note: The unit price and extended price are to be shown in the spaces provided. Extended price shall be determined by multiplying the unit price by the quantity.

Prompt Payment Discount____%____days, net 30.
Payment discount periods of 30 calendar days or more will be considered in determining lowest responsible bid.

If a volume discount is offered, provide the order quantities at which the price break will be given and the corresponding percentage:

Quantity__________Discount__________%
Quantity__________Discount__________%
Quantity__________Discount__________%
SPECIFICATION COMPLIANCE

The bidder certifies below that its bid complies in all respects with the attached specification documents, including the minimum specifications (CHECK YES OR NO BELOW).

☐ YES  ☐ NO

If NO, list below, in detail, any and all deviations.

LIST DEVIATIONS:

Receipt of Addenda No(s). _______________ is hereby acknowledged.

Company name
Location or Place Executed: (City, State)
Signature of Authorized Representative
Name and title of person signing
Date

Vendor's Address:

Telephone Number
Fax Number
Email
CITY OF KIRKLAND
NONCOLLUSION AFFIDAVIT
Centrifugal screw portable pumping unit
IFB NO. 36-20-PW

STATE OF WASHINGTON )
COUNTY OF KING ) SS

The undersigned, being duly sworn, on oath deposes and says that the person(s), firm, association, partnership or corporation herein named has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

Firm Name

Authorized Signature

Type Name

Title

Sworn to before me, this _____ day of __________________, 20__.  

Notary Public in and for the State of Washington
Residing at __________________________
My Commission Expires __________________________

NOTICE TO ALL BIDDERS
To report bid rigging activities call: 1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., ET. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.
This Letter of Agreement ("Agreement") is entered into by and between the City of Kirkland, a municipal corporation, herein called the "City," and **Vendor**, hereinafter the “Supplier”.

WHEREAS, the City solicited bids for **Centrifugal screw portable pumping unit** on __________; and

WHEREAS, the Supplier submitted the low responsive bid on __________; and

WHEREAS, the Supplier is qualified, willing, and able to provide all items required by the City’s Invitation for Bids; and

WHEREAS, the City Council awarded the contract to the Supplier at their meeting of __________ __, 2020;

NOW, THEREFORE, in accordance with the City’s Invitation for Bids and the Suppliers Bid Proposal the following terms and conditions are agreed to:

**CONTRACT:** The contract consists of the following documents: This Agreement, the Invitation for Bids (IFB), the accepted bid, any purchase orders issued by the City and any agreed upon written changes to any of the foregoing documents. The contract documents are complimentary and what is called for in any one document shall be binding as if called for by all.

**CONTRACT TERM AND PRICE CONDITIONS:** The initial term will cover the purchase of the equipment listed in the Invitation for Bid and any additional accessories needed for functionality and repair. Pricing shall be firm and fixed for the term of the initial contract.

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**COMPLIANCE WITH LAWS:** The Supplier shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

**NONCOLLUSION:** The Supplier has certified that their firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered in this Invitation for Bids.
**PAYMENT TERMS:** Net 45 days after delivery, acceptance and receipt of invoice. Acceptance includes inspection and approval by City Fire Department staff.

**FREIGHT TERMS:** Quoted price is to include delivery to designated locations. Shipping will be FOB destination and include delivery and installation.

**NON-DISCRIMINATION:** The City of Kirkland requires that no person shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental or physical disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the firm ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

**IN WITNESS WHEREOF,** the parties hereto have executed this Letter of Agreement on the dates written below:

**SUPPLIER:**
By: __________________________
Name: __________________________
Title: __________________________
Date: __________________________

**CITY OF KIRKLAND:**
By: __________________________
   Tracey Dunlap, Deputy City Manager
Date: __________________________