



## CITY OF KIRKLAND CITY MANAGERS OFFICE

### 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 Purchasing Agent, City Hall, 123 Fifth Avenue, Kirkland, Washington, by 1:00:00 pm local time on March 18, 2019 for the project hereinafter referred to as:

**Project Name: Kirkland Performance Center Lighting  
Invitation for Bid #08-19-CMO**

The City of Kirkland is seeking bids for Stage lighting for the Kirkland Performance Center located at 350 Kirkland Ave, Kirkland, WA, 98033.

**Bid Due:** March 18, 2019 by 1:00:00 pm 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 60 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](http://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.



## **CITY OF KIRKLAND CITY MANAGERS OFFICE**

For questions regarding the bid, contact Please feel free to contact Greg Piland ([gpiland@kirklandwa.gov](mailto:gpiland@kirklandwa.gov)) at 425-587-3123 or Chris Dodd ([cdodd@kirklandwa.gov](mailto:cdodd@kirklandwa.gov)) at 425-587-3931 should you have any questions regarding this bid.

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 forty-five (45) days after the actual date of the bid opening.

Greg Piland  
Purchasing Agent

Published: Daily Journal of Commerce – March 5, 2019



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### **Specifications:**

**SCOPE OF WORK:** As requested by the City of Kirkland, 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 Performance Center, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments.

**ALTERNATIVE PRODUCTS:** Requests for alternative products will be accepted by March 11, 2019. Acceptance or rejection of an alternate product will be made through written addenda to this IFB.

**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 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:**



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IFB issued March 5, 2019

Questions or alternative product requests due March 11, 2019 at 4:00 pm PST

Answers Issued March 13, 2019

Bids due March 18, 2019 at 1:00:00 pm PST

Anticipated Award April 16, 2019

**QUESTIONS REGARDING THIS IFB:** ALL questions must be submitted in writing (Email is preferred). Questions and answers will be forwarded to all proposing suppliers who provide contact information. In order to make information available to all proposing suppliers, no questions will be entertained after 4:00 pm on March 11, 2019.

Questions regarding the specifications must be addressed to Chris Dodd at [CDodd@kirklandwa.gov](mailto:CDodd@kirklandwa.gov).

Questions regarding the bidding process must be submitted to Greg Piland, Purchasing Agent at [gpiland@kirklandwa.gov](mailto: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](http://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, Purchasing Agent, at [gpiland@kirklandwa.gov](mailto: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 **1:00:00 pm Pacific Time on March 18, 2019**. 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, Purchasing Agent  
IFB No. 08-19-CMO  
123 5th Ave  
Kirkland, WA 98033**



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It is the responsibility of the supplier to be sure the proposals are sent sufficiently ahead of time to be received **no later than 1:00 pm on March 18, 2019**. 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 180 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



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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 Police Department.

**FREIGHT TERMS:** 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.



# CITY OF KIRKLAND CITY MANAGERS OFFICE

**\* PRICE PROPOSAL FORM \***  
**IFB NUMBER 08-19-CMO**  
**Kirkland Performance Center Stage Lighting**  
**INVITATION FOR BIDS**

**Bidding Company Name:** \_\_\_\_\_

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

**SECTION I.**

The City of Kirkland is requesting bids for the following Lighting Equipment items:

QTY	DESCRIPTION	UNIT PRICE	TOTAL
16	<b>High Side from Elec:</b> ColorSource Spot LED fixture, Appropriate Barrels – 19 degrees, Clamps (if not included with instrument), Safety Cables (if not included with instrument), PowerCon to GSP (if not included with instrument)	\$	\$
10.1 % Sales Tax =			\$
Total =			\$
QTY	DESCRIPTION	UNIT PRICE	TOTAL
15	<b>LED Downlights over stage:</b> ColorSource PAR LED Fixtures – Deep Blue, Clamps (if not included with instrument), Safety Cables (if not included with instrument), PowerCon to GSP (if not included with instrument).	\$	\$
10.1 % Sales Tax =			\$
Total =			\$
QTY	DESCRIPTION	UNIT PRICE	TOTAL
30	<b>Front Wash – Beam Angle Replacement:</b> (10) 14 Degree – ETC SourceFour compatible – Regular Barrel, (10) 19 Degree – ETC SourceFour compatible – Regular Barrel, (10) 26 Degree – ETC SourceFour compatible – Regular Barrel.	\$	\$
10.1 % Sales Tax =			\$
Total =			\$



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QTY	DESCRIPTION	UNIT PRICE	TOTAL
2	<b>Spots:</b> Lycian LED Spot, Beam angle 6-15 Degree, 300 watt min, Stand (if not included with instrument), Appropriate power cables (if not provided with instrument)	\$	\$
10.1 % Sales Tax =			\$
Total =			\$
QTY	DESCRIPTION	UNIT PRICE	TOTAL
2	<b>FOH Movers:</b> Martin MAC Quantum Profile, Omega Brackets/Clamps (if not included with instrument), Safety Cables (if not included with instrument), PowerCon to GSP (if not included with instrument)	\$	\$
10.1 % Sales Tax =			\$
Total =			\$
QTY	DESCRIPTION	UNIT PRICE	TOTAL
5	<b>LED Moving Head – Wash – Onstage:</b> Martin MAC Aura, Half Coupler Clamp (if not included with instrument), Safety Cables (if not provided with instrument), PowerCon to GSP (if not included with instrument).	\$	\$
10.1 % Sales Tax =			\$
Total =			\$
QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	<b>Front Projector:</b> Rosco Image Projector, 5500k, IP65 (DMX Option not needed), Gel Retaining Ring (if not included with instrument), glass cover, 19 deg lens optic	\$	\$
10.1 % Sales Tax =			\$
Total =			\$

## SECTION II.

The City of Kirkland is requesting bids for the following Infrastructure/Network

QTY	DESCRIPTION	UNIT PRICE	TOTAL
6	<b>ARTNet:</b> Elation Enode2, Art-Net, 2 Universe gateway (or similar)	\$	\$





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10.1 % Sales Tax =	\$
Total =	\$

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	<b>Board:</b> ETC Ion Refurb (w/loaner board)	\$	\$

10.1 % Sales Tax =	\$
Total =	\$

QTY	DESCRIPTION	UNIT PRICE	TOTAL
EA	<b>Cable Package:</b> Powercon jumpers (as appropriate to package ordered), DMX Jumpers (as appropriate to package ordered) – More Specs available if needed.	\$	\$

10.1 % Sales Tax =	\$
Total =	\$

### SECTION III.

The City of Kirkland is requesting bids for the following Soft Goods.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	<b>Cyc:</b> Seamless white – 51' 0" X 28' 0"	\$	\$

10.1 % Sales Tax =	\$
Total =	\$

### SECTION IV.

The City of Kirkland is requesting trade in quotes for current Labor and Install.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
2	<b>Network Install Options:</b> (1) Node set up w/light board and instruments (All ethernet cables run by venue), (1) Node set up with light board and instruments (Vendor installed cables and nodes)	\$	\$

10.1 % Sales Tax =	\$
Total =	\$



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QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	<b>Lighting Package Install:</b> Full installation of all lighting instruments and cables (separate from network install)	\$	\$
		10.1 % Sales Tax =	\$
		Total =	\$

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.

**FOB DESTINATION FREIGHT FOR ALL GOODS:** \$ \_\_\_\_\_

**TOTAL BASE BID SECTION I, II, III AND IV:** \$ \_\_\_\_\_

**TOTAL BASE BID SECTION I, II AND III IN WORDS:** \_\_\_\_\_

\_\_\_\_\_



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## 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

\_\_\_\_\_



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Email

## CITY OF KIRKLAND NONCOLLUSION AFFIDAVIT Kirkland Performance Center Stage Lighting IFB NO. 08-19-CMO

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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
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.



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## Letter of Agreement (SAMPLE)

### Kirkland Performance Center Stage Lighting – IFB #08-19-CMO

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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 Stage Lighting on March 18, 2019; and

WHEREAS, the Supplier submitted the low responsive bid on March 18, 2019; 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 \_\_\_\_\_, 2019;

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 contract shall be for a term not to exceed the purchase of materials and services, commencing on the date this Agreement is fully executed. Pricing provided in the bid proposal shall be firm and fixed for the term of the initial contract.

**COOPERATIVE PURCHASING:** RCW 39.34 allows cooperative purchasing between public agencies 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. The City of Kirkland does not accept any responsibility for purchase orders issued by other public agencies.

**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



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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: \_\_\_\_\_