



## Invitation to Bid

**PLEASE BID THE FOLLOWING ATTACHED PURCHASE REQUEST:**

### INVITATION TO BID

Date of Request:	March 31, 2025
Name of Request:	2025 Brass Parts
Bids Due:	April 10, 2025 – 10:00 am <b>Late Bids Will Be Rejected</b>
Where to Submit Bids:	Jessica Henderson
	City of Kelso
	203 S. Pacific Ave, 2 <sup>nd</sup> Floor
	Kelso, WA 98626
Where Bids Will Be Opened:	City Council Chambers
	203 S. Pacific Ave, 1 <sup>st</sup> Floor, Kelso, WA @ 10:01 am on 4/10/25
Delivery Address for Parts:	2300 Parrott Way, Kelso, WA 98626

### I. INVITATION AND INTENT

**1. Water Supply Parts** - the City of Kelso needs to secure a 2025 vendor for our brass water supply parts. Delivery of the product to the City Delivery Address for Parts destination is required.

**2. Quality** – All material is to be domestic parts/fittings, imports are not accepted. If a product is intended to be substituted for what has been requested, it must meet the quality of the listed part. You must then declare the substituted brand and provide proof that it meets that quality.

**3. Rejections** - the City reserves the right to reject any and all bids and to waive informalities and minor irregularities in bids received and to accept any portion of the bid or all items bid if submitted late or as deemed in the best interest of the City of Kelso.

**4. Technical questions** - regarding this request must be received in writing (emails are preferred) four days prior to the bid due date to ensure adequate time for the City’s response to be distributed to all on our solicitation list.

### II. BID SUBMITTAL REQUIREMENTS

**1. Bid sheet** - all vendors shall submit a completed Brass Parts Bid Form. Prices shall be entered in the applicable unit price column. In the event of an error, the unit price shall prevail in determining the binding bid. Bids shall be completed on the form furnished and any exceptions must be attached hereto and made a part of the contract. Only supply pricing for those items that have a number in the quantity (QTY) column. Retain one copy for your records.

**2. Price Guarantee** - Prices stated on bid sheet will be firm and binding for any quantity requested by the City for a period of two years with an escalation at the end of the first year based on the percentage change in the Consumer Price Index, for all Urban Users, published by the US Department of Labor for the monthly average for all items in U.S. cities, Series CUUR0000SA0, not seasonally adjusted, from September of the previous year to September of the current year or 5% whichever is lower. The prices include all charges except Washington State sales tax. No additional freight or fuel or other charges will be accepted. Washington State sales tax will not be part of the unit price and will be added as a separate item on each purchase invoice.

**3. Term** – The Term of this Contract shall be for 2 years beginning as soon as possible but no later than May 1, 2025.

### **III. BIDDER REQUIREMENTS**

**1. Washington State requirements** - all bidders must meet the following state responsibility criteria:

- Have a Federal Tax ID#
- Have a current Washington State Unified Business Identifier (UBI) number.

### **IV. GENERAL CONDITIONS**

**1. Reserved rights** - the City reserves the right to:

- Modify or cancel the purchase request, selection process, or schedule at any time;
- Reject any and/or all responses to this ITB and to seek new proposals when it is in the best interest of the City to do so;
- Seek clarification or additional information from respondents as it deems necessary to the evaluation of the response;
- Request any additional information or evidence from individual respondents, including but not limited to evidence of the respondent's financial status;
- Incorporate this ITB and the selected Vendor's response to this ITB as a part of the final formal agreement;
- Reject any and all quotes and to waive informalities and minor irregularities in quotes received and to accept any portion of the quote if deemed in the best interest of the City of Kelso.

**2. Hold harmless:** By participation in this ITB process, Vendors agree to hold harmless the City of Kelso, its officers, and employees from all claims, liabilities, and costs related to all aspects of the bid selection process.

**3. Public information:** All documents, conversations, correspondence, etc. between the City and Vendors are public information subject to the laws and regulations that govern the City of Kelso, unless specifically identified otherwise.

**4. Expenses:** All expenses related to any Vendor’s response to this ITB, or other expenses incurred while the selection process is underway, are the sole obligation and responsibility of that Vendor.

**5. Payment Terms:** Net 30-45 days after delivery, receipt of invoice, and acceptance of satisfactory compliance.

**6. Contract:** The contract shall consist of the following documents: The Invitation to Bid (ITB), the accepted Bid Form, a Purchase Contract 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.

**V. Selection & Award**

This purchase shall be awarded to the bidder who provides the lowest responsible, responsive bid that, in the opinion of the City, meets all the specification criteria. Upon selection of the Contractor, the City will enter into a Supply Purchase Contract for the purchase of materials. The lowest bid shall be calculated by adding up costs for only bid items with a number in the Quantity Column (QTY) on the accompanying Brass Parts Bid Form. The lowest responsible bidder will be selected for the contract.

**The following Addenda is/are hereby acknowledged:**

<u>Addendum Number(s)</u>	<u>Date(s)</u>	<u>Signature</u>

**NON-COLLUSION DECLARATION**

**I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct: That the undersigned person(s), firm, association or corporation has (have) 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 invitation for which this proposal is submitted.**

_____ Name of bidder	_____ Email
_____ Mailing address	_____ Telephone
_____ City, state, zip code	_____ Washington State UBI Number
_____ Name of bidder’s representative	_____ Federal Tax ID Number
_____ Signature of representative	_____ Date

City of Kelso  
Supply Purchase Contract

<b>Contract No:</b>		<b>Contract Name:</b>	
<b>City:</b>	City of Kelso	<b>Vendor:</b>	

This Contract is entered between the City and the Vendor and shall be effective on the date executed by the City. In consideration of the terms and conditions contained herein and attached and made part of this contract, the parties covenant and agree as follows:

1. **Description of Work:** The Vendor agrees provide to the City, free and clear of all liens and encumbrances, and the City shall obtain from the County the supplies, materials, equipment, or apparatus (hereinafter, "Products") as described and set forth in the Vendor's Quote/Bid Proposal, attached hereto as Exhibit A, and in accordance with the specifications contained in the Contract Documents. Contract documents include the invitation to bid, bid proposal and bid award, specific requirements, specifications, drawings, addenda or change orders which are incorporated herein by this reference.
2. **Payment Amount:** The City agrees to pay the Vendor for those products obtained pursuant to those prices, terms, and conditions set forth in the Vendor's Quote/Bid Proposal (Exhibit A). Payment shall be made to the Vendor not later than forty-five (45) days after City's acceptance of the Products.
3. **Delivery and Acceptance:** The Vendor agrees to deliver to the City the Products at such locations within the City and at such times and in such quantities as the City may specify. The risk of loss and title shall pass to City upon delivery and acceptance of the Products. The City reserves the right to inspect and reject Products not conforming to this Contract.
4. **Term and Termination:** This Contract commences on the date executed by the City and expires on \_\_\_\_\_, 202\_\_\_. The City may terminate this Contract upon thirty (30) days prior written notice to the Vendor for any reason. Upon termination, the City will make payment in full in accordance with the terms of this Contract.
5. **Indemnification:** The Vendor shall defend, indemnify, and hold the City, its officers, officials, employees, and agents harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees arising out of or in connection with the performance of this Contract, except for injuries or damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that the Contract 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 and the City, its officers, officials, employees, and volunteers, the Vendor's liability 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 purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Contract.

6. **General Terms and Conditions:**
  - a. Complete Agreement. The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.
  - b. Modification/Amendment. No provisions of the contract may be amended or modified except by written agreement of the parties.

- c. Payment of Suppliers. The Vendor agrees to pay in a timely manner all suppliers of labor, materials, and equipment utilized in operations under this Contract.
- d. Assignment. Vendor shall not subcontract or assign its obligations under the Contract without the prior written consent of the City. The Vendor shall be responsible to ensure that all requirements of the Contract shall flow to any and all subcontractors.
- e. Successors and Assigns. The rights and obligations of the Parties shall inure to the benefit of and be binding on their respective successors in interest, heirs, and assigns. Venue for any disputes arising under this Contract shall be Cowlitz County, Washington.
- f. Counterparts: Original signatures transmitted and received via electronic submission are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature

**In Witness Whereof:** Each individual executing this Contract on behalf of the City and the Vendor represents and warrants that such individuals are duly authorized to execute and deliver this Contract on behalf of the Vendor or the City.

CITY	VENDOR
Signature <b>Andrew Hamilton</b>	Signature
Printed Name <b>City Manager</b>	Printed Name
Title	Title
Date	Date
<b>Attest/Authentication:</b>	<b>Approved as to form:</b>
City Clerk <b>Brian Butterfield</b>	City Attorney <b>Janean Parker</b>