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Bid documents for:

**Water Rescue  
Personal Watercrafts  
IFB No. 28-21-FD**



City of Kirkland  
Fire Department  
123 Fifth Avenue  
Kirkland, Washington 98033



**CITY OF KIRKLAND  
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# 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 2:00 PM local time on August 23, 2021 for the project hereinafter referred to as:

## **Project Name: Water Rescue Personal Watercrafts Invitation for Bid # 28-21-FD**

The City of Kirkland is seeking bids for two (2) Water Rescue Craft (WRC) equipped for Search and Rescue (SAR) operations. Bids should include individual craft, corresponding trailers, and all necessary modifications. Bidders choosing to hand deliver their bids will submit their bids at Kirkland City Hall, located at 123 5<sup>th</sup> Ave.

**Bid Due:** August 23, 2021 by 2:00 PM Pacific Time. 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](http://www.kirklandwa.gov) . Locate by clicking on “Business” at the top of the webpage and then “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 the specification criteria that in the opinion of the City are met.

The City of Kirkland reserves the right to reject any and all bid/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, please feel free to contact Jay Gewin ( [jgewin@kirklandwa.gov](mailto:jgewin@kirklandwa.gov) ).

Submit your bid on the Price Proposal Form and other forms which are enclosed, or make a copy of the required forms and submit these documents.

No bids may be withdrawn within sixty (60) days after the actual date of the bid opening.

Jay Gewin  
Purchasing Agent  
City of Kirkland

Published: Daily Journal of Commerce – August 6, 2021

## **Specifications:**

**OVERVIEW AND PURPOSE:** The City of Kirkland Fire Department is soliciting bids for two (2) water rescue personal watercrafts and associated components to be search and rescue (SAR) compatible, with trailers, and training.

**CONTRACT TERM AND PRICE CONDITIONS:** The initial term will cover the purchase of the equipment listed in the Invitation for Bid (“IFB”) 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 Fire Department, this 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, installation, training, etc.

**F.O.B. DESTINATION DELIVERY:** All deliveries are to be F.O.B., inside delivery, City of Kirkland Parks and Community Services 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 is requesting quotes for two 2021 Seadoo 170 SE, 1630 ACE personal watercrafts, but will consider alternative products that meet the requirements of the Kirkland Fire Department. All alternates submitted for consideration must be received by August 13<sup>th</sup> at 2:00 PM. Fire Department staff will determine if the substitutes suggested will meet the needs of City fire fighters.

**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 the pricing 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

**PLANNED PURCHASES:** The City plans to purchase two water rescue personal watercraft and associated components for search and rescue with compatible trailers and training. **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 August 6, 2021
- Questions/Alternate Products due August 13, 2021 by 2:00 PM PDT
- Answers Issued August 18, 2021 by 5:00 PM PDT
- Bids due August 23, 2021 at 2:00 PM PDT
- Anticipated Award September 1, 2021

**QUESTIONS REGARDING THIS IFB:** All questions or alternates must be submitted via e-mail Any questions and answers along with the determination of substitutions will be posted as a bid addendum on the City of Kirkland website. In order to make information available to all proposing suppliers, no questions or alternates will be entertained after 2:00 pm PDT on August 13, 2021.

Questions regarding the scope of work, evaluation process, or alternate watercrafts must be submitted in writing or e-mail and should be addressed to Deputy Chief Dave Van Valkenburg at [dvnvalkenburg@kirklandwa.gov](mailto:dvnvalkenburg@kirklandwa.gov) regarding specifications. Questions regarding the bidding process must be submitted to the Purchasing Agent at [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov) .

**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 “Doing Business with the City” under “Business”.) Those who wish to automatically receive any addenda or a notice of cancellation should provide e-mail information on the City’s bid page at: <https://www.kirklandwa.gov/Government/Departments/Finance-and-Administration/Purchasing-Services/Doing-Business-with-the-City> .

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 **2:00 PM Pacific Time on August 23, 2021**. Bids must be signed by an authorized company representative and submitted in a sealed envelope. Bids must be addressed to:

**City of Kirkland  
Attn: Jay Gewin, Purchasing Agent  
IFB No. 28-21-FD  
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 2:00 PM on August 23, 2021**. Bidders choosing to hand deliver

their bids will submit their bids at Kirkland City Hall, located at 123 5<sup>th</sup> Ave. 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 90 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 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 will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, including in consideration for an award pursuant to this advertisement, 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. 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 must 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**  
**2 Water Rescue Personal Watercraft with Trailers and Accompanying Modifications**  
**Kirkland Fire Dept.**

**SCOPE**

**The City of Kirkland Fire Department is soliciting bids for two (2) Water Rescue Personal WaterCraft, with trailers, and accompanying modifications. All components and modifications shall meet the specifications listed below.**

**WATER RESCUE CRAFT**

- a. 2021 Seadoo 170 SE, 1630 ACE
- b. Tactical search and rescue (SAR) Accessories Package
- c. Stealth Color
- d. RP Inflatable Sponsor System
- e. RP HD bumper Assembly
- f. RP Anti-slip Seat upgrades
- g. Sled locking attachment points
- h. Hull Abrasion Protection
- i. Garmin GPS unit
- j. Navigations Lights
- k. 12V USB/Standard Outlets
- l. Shore power kit
- m. Full LED package
  - a. Underwater
  - b. Forward
  - c. Rear
  - d. Area/Deck

\_\_\_\_\_Comply                      \_\_\_\_\_Exception

**TRAILER**

- a. Single Axle
- b. Single place

\_\_\_\_\_Comply                      \_\_\_\_\_Exception

**SAFETY/MISCELLANEOUS**

- a. Fire Extinguishers
- b. Flares
- c. Spare equipment
  - a. Plugs
  - b. Oil change kits
  - c. O-rings
  - d. Filters
  - e. Wear Ring
  - f. Impeller On-board generator with 30-gallon auxiliary fuel tank
- d. Shore power connection - 240 Volt, Single Phase, 100 Amp Cam Twist Lock
- e. Weather resistant enclosure

\_\_\_\_\_Comply                      \_\_\_\_\_Exception

**WARRANTY**

- a. Minimum 5-year warranty on WRC and components
- b. Minimum 5-year warranty on equine, pump and associated parts
- c. Minimum 3-year warranty on trailer

\_\_\_\_\_Comply                      \_\_\_\_\_Exception

**DELIVERY**

All deliveries are to be F.O.B., inside delivery, City of Kirkland Fire Department, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The City would like the trailer delivered no later than March 1, 2022, or no more than 6 months after purchase.

\_\_\_\_\_Comply                      \_\_\_\_\_Exception

**INSTALLATION AND TRAINING**

Bidder to provide operations and maintenance training of WRC to selected staff members at an agreed upon date/time. Training to take place at Kirkland Marina Park Maintenance Center located at 25 Lakeshore Plaza, Kirkland, WA 98033

\_\_\_\_\_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.

**\* PRICE PROPOSAL FORM \***  
**IFB # 28-21-FD**  
**2 Water Rescue Personal Watercraft**  
**INVITATION FOR BIDS**

**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).

**OPTION 1**

<u>ITEM NO</u>	<u>DESCRIPTION</u>	<u>CONDITION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1.	2021 Seadoo 170 SE, 1630 ACE	New	2	EA	\$ _____	\$ _____
2.	SAR/Equipment Modifications	New	2	EA	\$ _____	\$ _____
3.	Single Axle, Single Place Trailer	New	2	EA	\$ _____	\$ _____
					<b>TAX</b>	\$ _____
					<b>TOTAL</b>	\$ _____

**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 (You may use another sheet if necessary):

**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





## Letter of Agreement

### Water Rescue Craft/Seadoos

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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 two (2) Water Rescue Craft/Seadoos 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

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 of two years, commencing on the date this Agreement is fully executed, and shall include a renewal option of two additional one-year periods, at the discretion of the City. Pricing provided in the bid proposal shall be firm and fixed for the term of the initial contract. Price adjustments for the additional one-year renewal periods can be agreed upon and made prior to executing renewal agreements.

**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 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 Parks and Community Services staff.

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

**FEDERAL DEBARMENT:**

The Bidder shall not currently be debarred or suspended by the Federal government. The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database ([www.sam.gov](http://www.sam.gov)).

**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: \_\_\_\_\_