

CENTRAL PURCHASING
CITY OF LAKE CHARLES
LAKE CHARLES, LOUISIANA

Is accepting **BIDS** on:

**PURCHASE OF ONE (1) NEW
HDS DIGITAL SIDE SCAN DIGITAL SONAR EQUIPMENT**

**FOR USE BY:
LAKE CHARLES POLICE DEPARTMENT**

**BID #2012-06
FILE ID #515-12**

This Public Proposal will be received by:
CLERK OF THE COUNCIL
326 PUJO ST., **4TH FLOOR**
P. O. BOX 900
LAKE CHARLES, LA 70602

until

2:45 P.M.

TUESDAY

DECEMBER 18, 2012

Advertisement in the OFFICIAL JOURNAL,
LAKE CHARLES AMERICAN PRESS

Please Read Carefully Special Terms And Conditions on
the Following Pages.

FIRM _____

ADDRESS _____

DATE _____

TELEPHONE # _____

FAX # _____

CITY OF LAKE CHARLES
DEPARTMENT OF FINANCE
CENTRAL
PURCHASING DIVISION

CITY HALL BUILDING
326 PUJO STREET
LAKE CHARLES, LOUISIANA 70601

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CITY OF LAKE CHARLES PURCHASING RULES AND REGULATIONS

A. Bidders are advised to familiarize themselves with all Purchasing Rules and Regulations of the City of Lake Charles and particularly those provisions with respect to strict compliance with the bid proposal. All purchases shall be made with the issuance of a purchase order from the Central Purchasing Division and in accordance with all applicable State Purchasing Laws.

B. BIDDER SUBMISSIONS

1. BID FORMS: The City assumes no responsibility for failure to send proposals and bidders should personally pick up bid forms and specifications. Full information may be obtained or any questions answered by contacting the Central Purchasing Division, 6th Floor, City Hall, 326 Pujoe Street, Lake Charles, Louisiana 70601.
 - a) Bids must be submitted on the forms furnished by Central Purchasing, filled in as to the delivery date etc. An original signature is to be affixed to each copy of the bid. The bidder shall be responsible for all errors or omissions in his bid proposal.
 - b) All bid proposals shall be submitted on the bid proposal forms furnished. These bid proposal forms shall remain together with the complete contract documents as originally issued. Copies of addenda, if any, shall be attached to the complete forms submitted. Altered or incomplete proposals, or use of substitute forms or documents will render the bid irregular. Affidavit enclosed is required of the Successful Bidder.
 - c) In an effort to streamline the process for contracting with the City of Lake Charles and in accordance with Act No. 590 of the 2008 Regular Session of the Louisiana Legislature, electronic copies of bid solicitation documents, including general and technical specifications, and technical drawings or plans, bid/proposal forms, submittal instructions, and any addenda revisions to the original specifications may be viewed online, downloaded and printed. The new system will provide prospective bidders quicker access to solicitation information and documents. Bidders must self register online. This information may be accessed through www.cityoflakecharles.com or www.bidsync.com.
 - d) Net Prices: Bid prices, unless otherwise specified, must be net including all transportation and handling charges fully prepaid by contractor to destination and subject only to cash discount.
 - e) The City reserves the right to divide items to avail themselves of the lowest individual items bid. The City reserves the right to reject any or all bids.
 - f) The Specifications, advertisement and bid form set forth criteria for judging whether a bid is acceptable to the City of Lake Charles, notwithstanding that a bid may contain deviations, in matters other than those of substance. The City may waive deviations;
 - 1) of form or which are procedural; or
 - 2) where there is no favoritism or prejudice to the City of Lake Charles, the taxpayers, or to the bidders; and
 - 3) where there is no unfair advantage or disadvantage to the bidders; and
 - 4) where the deviations do not affect the integrity of the contract, and
 - 5) where the deviations do not adversely affect the needs of the City in the acquisition or construction of the item bid, and
 - 6) where the deviations do not permit circumvention of the Public Bid Law or the rules of open and fair competition, and do not discourage public bidding.

Purchasing Rules and Regulations Continued

- g) Any deviations from specifications must be clearly noted in detail and submitted in writing on a separate document with the bid. The absence of specification deviation will hold the bidder strictly accountable to the specifications as written. Failure to submit document of specification deviation, if applicable, shall be grounds for rejection of the bid and/or rejection of the item when offered for delivery.
 - h) All bids are to be submitted in a **SEALED ENVELOPE** to the Clerk of the Council, 4th floor, City Hall, 326 Pujoe Street, Lake Charles, Louisiana 70601, on or before date and time specified in the proposal. The outside of the sealed envelope must reflect the name of the bidder, the item(s) for which the bid is submitted and the bid number, file id number and/or project number (see cover page of bid proposal). The method of submission of the bid is the responsibility of the bidder.
2. **BID SAMPLES**: When required, samples must be received not later than the time set or specified for bid opening, free of expense to the City, marked plainly with name and address of bidder, bid name and opening date of the bid, also memorandum indicating whether bidder desires return of sample or samples. Providing they have not been used or made useless through tests, when requested, samples submitted will be returned at bidder's risk and expense. All samples submitted are subject to mutilation as the result of tests by the City. Failure to submit samples when required will result in disqualification or nonconsideration of bid.
 3. **TAXES**: All purchases made directly by the City of Lake Charles are exempt from all taxes. Purchases made by contractors or subcontractors, on behalf of the City of Lake Charles for City projects, are subject to all applicable sales tax.

C. **PRE-BID CONFERENCES**

Pre-bid conferences may be conducted to explain the procurement requirements. They shall be announced to all prospective bidders known to have received an Invitation for Bids. The conference will be held allowing sufficient time before bid opening so that consideration of the conference results may be evaluated in preparing bids. Nothing stated at the pre-bid conference will change the Invitation for Bids unless a change is made by written amendment as provided in Subsection D (Amendments to Invitations for Bids) and the Invitation for Bids and the notice of the pre-bid conference shall so provide.

D. **AMENDMENTS TO INVITATION FOR BIDS**

1. **FORM**: Amendments to Invitation for Bids shall be identified as such. The amendment shall reference the portions of the Invitation for Bids it amends.
2. **DISTRIBUTION**: Amendments shall be sent to all bidders known to have received an Invitation for Bids.
3. **TIMELINESS**: Amendments will be distributed not later than five (5) working days before Bid opening.

E. **LATE BIDS**

No bid under any circumstances will be received or considered after the appointed hour. The method of delivery of the bid is the responsibility of the bidder. At any time prior to the scheduled closing time for receipt of proposals, any bidder may withdraw his proposal. After scheduled closing time for receipt of proposals or before award of the contract, no bidder will be permitted to withdraw his proposal unless said award is delayed for a period exceeding thirty (30) days.

F. **TIED BIDS**

1. **DEFINITION:** Tie bids are low responsive bids from responsible bidders that are identical in price and which meet all the requirements and criteria set forth in the Invitation for Bids.
2. **AWARD:** At the discretion of the Purchasing Manager, award shall be made in a manner that will discourage Tie Bids using the criteria set forth in the Third Edition (1988) of State and Local Government Purchasing, Page 30, paragraphs 6 thru 11. A written determination justifying the manner of award or rejection of bids must be submitted to the Mayor and the City Council.
3. **RESIDENT BUSINESS PREFERENCE:** Louisiana resident businesses shall be preferred to nonresident businesses where there is a tie bid and where there will be no sacrifice or loss in quality, unless using Federal Funds for procurement.

G. **BID GUARANTY AND BOND**

1. Each bid must be accompanied by a CERTIFIED CHECK, CASHIER'S CHECK OR BIDDER'S BOND in an amount equal to not less than five percent (5%) of the total bid **or in the dollar amount as required in the Specifications** and made payable to the City of Lake Charles. Checks or Bid Bonds of the unsuccessful bidders will be returned once their bids have been rejected. Check or Bid Bond of the successful bidder will be returned after the contract has been completed or delivery made.
2. **PERFORMANCE AND PAYMENT BONDS:** The necessary performance and/or payment bonds shall be supplied when required, if called for in the specifications. The specification will state whether a BID BOND or PERFORMANCE AND PAYMENT BONDS and/or both is required. If PERFORMANCE AND PAYMENT BONDS are required and submitted after award, the initial BID BOND is then returned to successful bidder.
3. **BOND REQUIREMENTS:** All Bidders Bonds and Performance Bonds must meet the following criteria: The Bond submitted must be from a surety company authorized to do business in Louisiana and with a rating of "A" or better in the most current edition of the A.M. Best Insurance Report. On any procurement of Public Work under Title 38, the bond must be countersigned by a Louisiana licensed agent authorized to represent the surety company writing the bond and the agent's power of attorney must be attached to the bond submitted. Should the Surety Company become bankrupt or be removed from the State, the Contractor shall furnish a new bond without cost to the City. All bonds are subject to the approval by the City of Lake Charles.
4. **DELIVERY DEFAULT:** Forfeiture of the successful bidder's cashier's check or certified check could result upon failure to deliver by firm delivery date quoted in bid unless extension of time is approved by the Mayor. If a bid bond is furnished, and the contractor fails to deliver by firm delivery date quoted in bid (unless extension of time is approved by the Mayor), the contractor will make payment in the amount of five percent (5%) of his bid price, within fifteen (15) days after written notice is given. Should it be necessary to file suit for collection thereof, attorney's fees in the amount of twenty-five percent (25%) of the amount of the bid bond shall be due and payable.

H. **GENERAL GUARANTY**

CONTRACTOR AGREES TO:

1. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee, or licensee.
2. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit.

Purchasing Rules and Regulations Continued

3. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his own work or to the work of other contractors, for which he or his workmen or responsible.
4. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the City of Lake Charles and the State of Louisiana.
5. On Construction projects contractor agrees to:
 - a) Protect the city from loss in case of accident or fire.
 - b) On any bid submitted in the amount of \$50,000 or more, contractor shall certify that he is licensed under the provisions of R.S.37:2163 (A) and show his license number on the Bid envelope. Any Bid of \$50,000 or more that does not contain the Contractor's Certification and show. The Contractor's License number on the Bid envelope shall be automatically rejected, returned to the Bidder stamped "Rejected" and shall not be read aloud.
 - c) Successful bidder shall furnish insurance in the amounts and with coverage as required by the City of Lake Charles.

I. **BID EVALUATION AND AWARD**

1. **GENERAL:** The contract will be awarded to the lowest responsible and responsive bidder whose proposal meets the criteria and requirements set forth in the Invitation for Bids, and which is acceptable to the City.
2. **BRAND NAMES:** In compliance with State of Louisiana Public Bid Law, Act No. 803, Section 2212F (2), it is understood that if in the specifications, the name of a certain brand, make manufacturer, or definite specification is utilized, that these are used only to set forth and convey to prospective bidders the general style, type, character, and quality standard of product desired. Use of the aforementioned name or names does not restrict bidders to a specific brand, make, manufacturer or trade-mark. Compatible products deemed to be equivalent by the City may be acceptable.

Notwithstanding that the words "or equal", or other such expressions may be used in the specifications in connection with a material, manufactured article or process, the material, article, or process, specifically designated shall be used unless a substitute shall be approved in writing by the Project Engineer or Purchasing Manager as specified herein, and the Project Engineer shall have the right to require the use of such specifically designated material article or process.

No material which has been used by the Contractor for any temporary purpose whatever is to be incorporated in the permanent structure without written consent of the Project Engineer.

3. **SUBSTITUTION OF MATERIAL**

Any substitution of material or equipment must be received by the Project Engineer in writing seven (7) working days prior to the bid date and his approval secured in accordance with LA. R.S. 38:2295.C, and by addendum. All substitutions submitted shall be on a "turn-key" basis. In other words, any proposed substitutions submitted shall include the cost of any necessary structural, mechanical, electrical, and other changes in the project necessary to substitute the proposed equipment, material, or product, for a complete installation as shown or set up in the proposal.

Material or equipment which differs from that specified in these documents must have the approval of the Project Engineer. If such substitutions are approved and accepted by the Engineer, all necessary changes in the drawings shall be the responsibility of the Contractor and the Contractor will pass all savings on to the Owner.

Purchasing Rules and Regulations Continued

4. **STATE PREFERENCE:** Preference shall be given in accordance with the prevailing Statutes under Title 38, as follows, unless using Federal Funds for procurement, in which case the following shall not apply.
 - a) Preference is hereby given to materials, supplies, and provisions, produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside of the State.
 - b) In the letting of contracts for public work by any public entity, except contracts financed in whole or in part by contributors or loans from any agency of the United States government, preference shall be given to Louisiana resident contractors over non-resident contractors, in accordance with LA. RS 38:2211 et seq.
 - c) Additionally, public works contracts shall comply with the City of Lake Charles Ordinance No. 7911 whereby no less than eighty percent (80%) of non-management persons employed and fulfilling public works contracts with the City of Lake Charles shall be residents of the State of Louisiana.
5. **REJECTION OF LOWEST BID:** The factors as listed below will be taken into consideration in determining whether a bid item offers the lowest cost throughout its service life, and is in the best interest of the City of Lake Charles:
 - a) Additional purchase of repair/replacement parts for the low bid item as opposed to an existing inventory of parts for a higher bid item.
 - b) Greater service costs for the low bid item.
 - c) Longer service time for the low bid item, which would cause longer down time of the item.
 - d) Proven reliability of the higher bid item.
 - e) Compatibility of the higher bid item with existing equipment.
6. **DISQUALIFICATION OF LOW BID:** When the lowest bid is disqualified, the City will comply with the State of Louisiana Public Bid Law, Section 2212J, using the following procedures:
 - a) Give written notice of the proposal disqualification to the low bidder and include in such notice the reason(s) for the proposed disqualification, and
 - b) Give the bidder, deemed not responsible, who is proposed to be disqualified, the opportunity to be heard at the next Lake Charles City Council meeting at which time such bidder is afforded the opportunity to refute the reasons for the disqualification.

J. **CERTIFICATION OF BIDDER**

The signature on the BID PAGE is that of an authorized representative of the corporation, partnership, or other legal entity and the bid is accompanied by a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity, as per State of Louisiana Bid Law, R.S. 38:2212(A)(1)(c).

It is also understood, that the Authorized Bidder consents to all the terms and conditions of the City of Lake Charles Purchasing Rules and Regulations as evidenced by his certified signature on the bid proposal page.

K. OTHER CONTRACTS

The City of Lake Charles may award other Contracts for work or within the rights-of-way for this project, and the Contractor shall cooperate fully with such other Contractor, by scheduling his own work with that to be performed under other contracts as may be directed by the Engineer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

L. UTILITY CONFLICTS

All adjustments and coordination with existing utility services, as needed during the construction of a project, shall be the responsibility of the Contractor and shall not be measured for payment.

The Owner shall not be responsible for delay or inconvenience to the Contractor in carrying out the work resulting from the existence, removal, or adjustment of any public utility. Additional costs incurred as a result thereof shall be the expense of the contractor.

It shall be the responsibility of the Contractor to field verify the location of the existing utilities.

M. COOPERATION WITH PUBLIC UTILITES

Ordinance No. 5828, passed and adopted on August 17, 1977, by the City Council of the City of Lake Charles, Louisiana, and which has been complied with by the City Engineer's office, reads as follows:

"AN ORDINANCE amending Chapter 18 of the Code of Ordinances of the City of Lake Charles, Louisiana by adding thereto Article VI, Section 18-69, pertaining to the moving of utility lines, poles, etc."

BE IT ORDAINED BY THE CITY COUNCIL IF THE CITY OF LAKE CHARLES, LOUISIANA, in regular session convened, that:

"ARTICLE VI. MOVING OF UTILITY LINES, POLES, ETC."

"Whenever the City of Lake Charles enters into a contract for the construction, alteration or repair of any public works, the City Engineer of the City of Lake Charles, Louisiana, shall, before the issuance of any work order and before the commencement of any work, give notice of such contract in writing, accompanied by a plat or diagram showing the location of the proposed work, to all utility, communication and public service companies, and all such agencies and boards who furnish any utility, gas, water, electrical, communication, sewerage, of drainage services which may have poles or underground pipes, cables, or any other installation which may be within the right-of-way where the public work is to be constructed, altered, or repaired."

"Said written notice shall require the person, partnership, corporation, board or agency so notified to furnish to the City of Lake Charles within a period of thirty (30) days after receipt of notice, unless the time is extended by the City Engineer of the City of Lake Charles, a diagram or plat showing the location of such utility installation on or under the right-of-way, a copy of which shall be furnished by the City of Lake Charles to the contractor before the commencement of such work."

After receipt of such diagram or plat, the City Engineer shall notify the person, partnership, corporation, board or agency of the necessity for relocation of its facilities to another location within the right-of-way. The City Engineer shall coordinate the relocation of all installations within the work project by all utilities, and after being apprised by each affected utility as to the size, scope, expense and time requirement of its relocation, shall set a reasonable time before commencement of the work or a reasonable time schedule during the progress of the work after commencement for the moving or relocation of such installations. If a time schedule is adopted by the City Engineer, the contractor shall have the continuing obligation to notify each utility of its work progress and necessity for relocation of installations within the time schedule as work progresses under the contract."

Purchasing Rules and Regulations Continued

"When required to uncover, adjust, move or relocate its installation, each such utility, communication and public service companies, and all such agencies and boards who furnish any utility, shall restore all areas so disturbed in accordance with the specifications with the City Engineer."

"Where a plat is timely furnished each such utility, communication and public service companies, and all such agencies and boards who furnish any utility, gas, water, electrical, communication sewerage or drainage services shall be obligated to verify the location of its installation shown thereon or to physically locate and uncover its installation within the specified time or failure to relocate or move its installation within the time or time schedule specified by the City Engineer shall result in the imposition of a fine of \$100.00 per day for each day for each installation for which such dereliction continues."

The Contractor shall have the continuing obligation to immediately notify the City Engineer of any such affected utility, communication and public service companies, and all such agencies and boards, who furnish any utility, gas, water, electrical, communication, sewerage, or drainage services of any installation within the contractor's knowledge that conflicts with the conduct of its work under the Contract."

It shall be the responsibility of the Contractor to notify all public utilities or other interested parties prior to commencement of the work.

The owner shall not be responsible for any delay or inconvenience to the Contractor in carrying out the work resulting from the existence, removal, or adjustment or any public utility. Additional costs incurred as a result thereof shall be the expense of the Contractor.

N. DBE PROGRAM POLICY STATEMENT

It is the policy of the City of Lake Charles to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The City of Lake Charles has established a Disadvantage Business Enterprise (DBE) program in accordance with 49 CFR Part 26. It is the policy of the City of Lake Charles to ensure that DBE's as defined in Part 26, have an equal opportunity to receive and participate in City of Lake Charles contracts. In administering its DBE program, the City of Lake Charles will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

O. QUESTIONS ABOUT BID

Any questions pertaining to this bid proposal shall be directed to Alecia Comeaux, Purchasing Manager, no less than seven (7) days prior to bid opening date.

Contact information is as follows:

Alecia Comeaux
P.O. Box 900
Lake Charles, LA 70602
(337) 491-1263 Phone
(337) 491-1405 Fax
acomeaux@cityoflc.us

P. BID TABULATIONS

Bid tabulations may be viewed on the City's website, www.cityoflakecharles.com, under the Business tab.

The City of Lake Charles fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see the City of Lake Charles' website – www.cityoflakecharles.com or call the Title VI Coordinator at (337) 491-1440, the Mayor's Action Line at (337) 491-1346, or the appropriate Department Head.

**SPECIFICATIONS FOR
PURCHASE OF ONE (1) NEW HDS DIGITAL SIDE SCAN SONAR EQUIPMENT
FOR USE BY:
LAKE CHARLES POLICE DEPARTMENT**

Where name brands and models, makes or definite specifications are used within this specification, it is in order only to denote the minimum quality and standard. Equivalent and compatible products may be acceptable.

A. GENERAL SPECIFICATIONS AND SPECIAL CONDITIONS

1. PURPOSE AND INTENTION

In accordance with the attached specifications, it is the intent of this formal invitation to receive bids from qualified bidders for purchase of **One (1) New HDS Digital Side Scan Sonar Equipment** for use by the Dive Rescue Team, SWAT team and any other homeland security application by the Lake Charles Police Department.

The **HDS Digital Side Scan Sonar Equipment** specified herein is specific and proprietary due to maintenance and equipment compatibility with other law enforcement agencies in Southwest Louisiana. The compatibility of equipment amongst local dive teams is a main point of authorization and award for this project through FEMA Homeland Security. The specifications for the proprietary equipment directly relates to compatibility of equipment during emergent situations with any participating Dive Team(s) and/or SWAT Teams in Southwest Louisiana as an essential factor in the choice of the specified equipment.

2. BID PROPOSAL FORM

The Bid Proposal Form in its entirety shall become the contract upon execution by the Purchasing Division.

3. QUANTITIES

No specific quantities given are guaranteed. Only such quantities as need by the City during the contractual period shall be ordered.

4. QUALITY

Unless otherwise stated by the Bidder(s), the proposal shall be considered as being in strict accordance with the specifications outlined in the bid documents.

5. DELIVERY

FOB Destination to Lake Charles Police Department, 830 Enterprise Boulevard, Lake Charles, Louisiana 70601.

6. BASIS OF AWARD

Award shall be made to the lowest responsive responsible bidder based on total bid. In case of error in totals, unit prices will prevail.

7. DEVIATIONS

Any deviations from specifications must be noted in detail and submitted in writing on a separate document with bid. The absence of specification deviation will hold the bidder strictly accountable to the specifications as written. Failure to submit document of specification deviation will be grounds for rejection of the bid and rejection of the item when offered for delivery. Any questions regarding these specifications may be directed to Alecia Comeaux, Purchasing Manager, City of Lake Charles.

8. BIDDER'S BOND

All bidders shall submit a five percent (5%) Bidder's Bond is required as per Section G-1 in the City's Purchasing Rules and Regulations.

9. INSURANCE REQUIREMENTS

Successful Bidder(s) shall submit Insurance Certificate as per Attachment "A", prior to award of contract and/or purchase.

10. AFFIDAVIT THAT PUBLIC CONTRACT WAS NOT SECURED THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR

The affidavit, as enclosed, is required of the Successful Bidder(s). It shall be completed and submitted to the Purchasing Division prior to award of contract and/or purchase. Notaries are required by State of Louisiana R.S.35:12 to print the names of witnesses below each witness signature and print name of notary below notary signature. Every document notarized in the State of Louisiana shall bear the notary identification number or, if an attorney, the bar roll. The number shall be typed or printed.

11. TAXES

All purchases made directly by the City of Lake Charles are exempt from all taxes. Purchases made by contractors or sub-contractors, on behalf of the City of Lake Charles for City projects, are subject to all applicable sales tax.

12. UNIT PRICE

- a) Unit prices shall include all charges.
- b) All prices shall be FOB Destination.
- c) Shipping costs must be included in bid for any product that requires additional shipping costs that would be billed to the City of Lake Charles.

13. SELECTION CRITERIA

- a) Compliance with minimum specifications
- b) Lowest cost
- c) Promptness of service and availability
- d) Warranty
- e) Firm Delivery Date

14. SERVICE AND WARRANTY

The successful bidder will be required to perform the manufacturer's warranty on all equipment. The bidders' service facility location is _____ and is _____ miles from 830 Enterprise Boulevard, Lake Charles, Louisiana 70601.

15. CANCELLATION OF AWARD

Failure of the Supplier's product to meet the specified standard of quality or for unsatisfactory delivery time may result in termination of the Contract.

B. PRODUCT SPECIFICATIONS

Mark corresponding column to indicate compliance with specifications:

	<u>YES</u>	<u>NO</u>	<u>*DEVIATION EXPLAINED</u>
1. HDS SYSTEM FEATURES			
a) Up to twelve (12) transducer frequencies in a single system	_____	_____	_____
b) Embedded and Towed systems have a shared architecture	_____	_____	_____
c) System auto-recognizes features of the current system	_____	_____	_____
d) Streaming data format	_____	_____	_____
e) 900/1800 kHz dual frequency operated tow-fish	_____	_____	_____
f) Operator’s manuals, twenty-four (24) hour technical support, rugged shipping cases	_____	_____	_____
g) One (1) day of factory training	_____	_____	_____
2. DATA COLLECTION			
a) Raw data collection (no TVG/TGC) allowing for adjustment post operation	_____	_____	_____
b) Up to sixty (60) samples per second	_____	_____	_____
c) 1024 Samples per side	_____	_____	_____
d) 12 bit resolution	_____	_____	_____
e) Logarithmic compression for a total dynamic range of up to 92dB	_____	_____	_____
f) Streaming data format allowing for operator to stop the data, reverse the data and mark data while collection of data continues	_____	_____	_____
g) Xtf file format automatic upon operators needs	_____	_____	_____
h) Navigation plotter shows thumbnails of marker and when selected jump to that location in data	_____	_____	_____
3. TELEMETRY SYSTEM			
a) Digital data transmission using simple and robust high speed serial links	_____	_____	_____
b) Drive cables up to 1000m in length at full resolution and ping rates	_____	_____	_____
c) Up to 3Mbps@1000m cable lengths	_____	_____	_____

Mark corresponding column to indicate compliance with specifications:

	<u>YES</u>	<u>NO</u>	<u>*DEVIATION EXPLAINED</u>
4. TOW-FISH SPECIFICATIONS			
a) Data acquisition integrated into tow body of a 900/1800 kHz dual frequency tow-fish	_____	_____	_____
b) Noise reduction and improved suppression due to digital telemetry	_____	_____	_____
c) Upgradeable acquisition components	_____	_____	_____
d) One (1) 100 meter (328 ft.) tow cable and one (1) thirty (30) meter (98.4 ft.) tow cable	_____	_____	_____
e) One (1) tow cable line weight (13 lbs.) for deeper or faster towing operations	_____	_____	_____
f) Composite materials	_____	_____	_____
5. TOPSIDE UNIT			
a) USB 2.0 computer connection to a semi-ruggedized or ruggedized laptop computer	_____	_____	_____
b) High speed digital telemetry, up to 2Mbps at 1000m	_____	_____	_____
c) Wide 10-36VDC power input. A 12volt DC car or marine battery can be used to power the unit	_____	_____	_____
d) Clean, filtered power output	_____	_____	_____
e) Fuse protected power inputs/output	_____	_____	_____
f) Small, rugged, splash proof design	_____	_____	_____
g) Overall Dimensions: 8" L x 4.5" W x 1.75" H	_____	_____	_____
6. SOFTWARE			
a) Windows based software to allow for docking, expanding and hiding windows as preferred by operator.	_____	_____	_____
b) Dockable, reconfigurable components	_____	_____	_____
c) Hotkey integration	_____	_____	_____
d) Variable width waterfall display	_____	_____	_____
e) Integrated XTF converter	_____	_____	_____
f) Integrated vector graphic charts	_____	_____	_____
g) Marker management system	_____	_____	_____

Mark corresponding column to indicate compliance with specifications:

	<u>YES</u>	<u>NO</u>	<u>*DEVIATION EXPLAINED</u>
h) Auto and/or manual image adjustments	_____	_____	_____
i) GPS input via Garmin USB GPS or NMEA 0183 via a serial port	_____	_____	_____
j) Telemetry plug-in support for different transmission protocols			
1) Ethernet	_____	_____	_____
2) High Speed Serial (STU)	_____	_____	_____
3) Receive only simulator	_____	_____	_____
k) Survey management features: All data relevant to a "survey" is stored in a single folder. This includes:			
1) Sonar data	_____	_____	_____
2) Markers	_____	_____	_____
3) Marker thumbnails	_____	_____	_____
4) Survey reports	_____	_____	_____
l) All images created by the system are saved and stored into the internal hard drive allowing for easy playback and review.	_____	_____	_____
7. TOW CABLE SPECIFICATIONS			
a) 0.350" Diameter, 4" minimum bend radius	_____	_____	_____
b) Weight: 0.85oz/ft (80g/m)	_____	_____	_____
c) Buoyancy	_____	_____	_____
1) Saltwater: -0.16oz/ft, (-16g/m)	_____	_____	_____
4) Freshwater: -0.17oz/ft, (-17g/m)	_____	_____	_____
d) 750 lb safe working load	_____	_____	_____

8. ACCEPTABLE MODELS

Sea Scan® or equal.

BID PROPOSAL PAGE

TOTAL PRICE

PRICE FOR **ONE (1) NEW HDS DIGITAL SIDE SCAN SONAR EQUIPMENT**, PER SPECIFICATIONS

\$ _____

TOTAL NET DELIVERED PRICE:
(FOB Destination)

\$ _____

FIRM DELIVERY DATE: _____
(Calendar Days Required ARO)

Unit price for One (1) or more additional new HDS Digital Side Scan Sonar System purchased within one (1) year of award date

\$ _____

STATE PREFERENCE: If your Company qualifies for any of the Preference Provisions under Title 38, attach applicable information to this page.

CERTIFICATION: The signature on the Bid Page is that of an authorized representative of the corporation, partnership, or other legal entity and THE BID IS ACCOMPANIED BY A CORPORATE PRINCIPAL, OR OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY, as per State of Louisiana Bid Law, R.S. 38:2212 (A) (1) (c).

It is also understood, that the authorized bidder has read and consents to all the terms and conditions of the City of Lake Charles Purchasing Rules and Regulations as evidenced by his certified signature on the Bid Proposal Page; and that the prices shown in the schedule of items bid are in full accordance with conditions, terms and specifications of this proposal; and that any exception taken thereto may disqualify this bid.

***FIRM'S LEGAL NAME:** _____

ADDRESS: _____

BY: PRINT NAME _____

SIGNATURE: _____

DATE: _____

TELEPHONE #: _____

FAX #: _____

EMAIL ADDRESS: _____

*Complete legal name of Firm as listed above must appear on all Forms, Contracts and Insurance Certificates concerning this Bid.

AFFIDAVIT OF:

STATE OF LOUISIANA
PARISH OF CALCASIEU

AFFIDAVIT THAT PUBLIC CONTRACT
WAS NOT SECURED THROUGH EMPLOYMENT
OR PAYMENT OF SOLICITOR

(REQUIRED WITH BID)

BEFORE ME, the undersigned authority, duly commissioned and qualified within and for the state and parish aforesaid, personally came and appeared _____, who being by me first duly sworn, deposed and said:

That affiant has not employed any persons, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by affiant, whose services in connection with the **purchase of supplies** or the construction of a public building or project or in securing the public contract were in the regular course of their duties for affiant.

That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association or other organization for soliciting the contract other than the payment of their normal compensation to persons regularly employed by affiant whose services in connection with the **purchase of supplies** or the construction of a public building or project were in regular course of their duties for affiant.

WITNESSES:

AFFIANT:

Printed Name: _____

Printed Name: _____

Printed Name: _____

SWORN TO AND SUBSCRIBED before me this _____ day
of _____, 20____.

NOTARY PUBLIC
Printed Name: _____
Notary/Bar Roll No.: _____

**CITY OF LAKE CHARLES
MINIMUM INSURANCE REQUIREMENTS
ATTACHMENT "A"**

Prior to commencing work hereunder, contractor at his/its expense will procure insurance naming the City as an additional insured on liability coverage and furnish certificates as to such on the City's standard certificate form or standard Accord form certifying the coverage as follows:

- A. **Worker's Compensation Insurance** – Contractor shall have and maintain during the life of this contract, Worker's Compensation Insurance for his employees connected to the work, in accordance with the Statutes of the State of Louisiana, and any applicable laws, including Employers' Liability with a limit of at least **\$100,000**.
- B. **Comprehensive General Liability Insurance** – The Contractor shall have and maintain during the life of this contract, Comprehensive General Liability Insurance. Said Comprehensive General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following limits: **BODILY INJURY of at least \$1,000,000.00 PER PERSON, \$1,000,000.00 PER OCCURRENCE, PROPERTY DAMAGE of at least \$1,000,000.00 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$1,000,000.00 COMBINED SINGLE LIMIT.**
- C. **Comprehensive Automobile Liability Insurance** – The Contractor shall have and maintain during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least **\$500,000.00 PER PERSON, \$500,000.00 PER OCCURRENCE, PROPERTY DAMAGE/BODILY INJURY of at least \$500,000.00 PER OCCURRENCE, OR BODILY INJURY/PROPERTY DAMAGE of at least \$500,000.00 COMBINED SINGLE LIMIT.**
- D. The required insurance policy at the time of issue must be written by a company licensed to do business in the State of Louisiana and acceptable to the City of Lake Charles.
- E. The Contractor shall not cause any insurance to be cancelled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be cancelled or reduced, restricted or limited until fifteen (15) days after the City has received written notice as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice to cancellation clause.
- F. Contractor shall hold harmless, indemnify and defend the City of Lake Charles, its agents, officers and employees from and against any and all liability, losses, expenses, demands, claims, damages, suits or judgments for or on account of injury to or death of persons or damage to, destruction or loss of property, including but not by way of limitation, damage to property of the City of Lake Charles and injury or death of its agents, officers and employees, arising out of or in any way occurring directly or indirectly in connection with this contract, or work performed there under, including without limitation, delegable or non-delegable duties imposed upon contractor whether or not any such injury, death or damage may have been caused in part by the negligence of the City of Lake Charles, its agents, officers and employees, or in whole or in part by the condition of the premises or a vice or defect thereof. Nothing herein shall be construed so as to require contractor to indemnify or hold harmless the City of Lake Charles for damages caused solely by the negligence of the City of Lake Charles. However, contractors shall be required to defend the City against any claim so made, should negligence be alleged to have been joint, several or alternative.

In all instances, Contractor/Vendor must procure insurance naming the City as an additional insured on the general and auto liability coverages, include a hold harmless agreement, and a waiver of subrogation when required by written contract.



**CITY OF LAKE CHARLES
CHECKLIST FOR BIDDERS
Attachment "B"
Required Submissions**

Documents to be submitted in response to this Bid

- _____ **Warranty Page:** Completed Warranty Page
- _____ **Bid Package:** Entire Bid shall be returned and all blanks completed
- _____ **Bid Proposal Page:** Completed Bid Proposal Page, with original signature
- _____ **Addendum(s):** Signed Addendum(s) must be faxed or emailed back in and the original submitted with the bid. (if issued)
- _____ **Deviations** (if applicable)
- _____ **Bid Bond (5% or amount listed)**
- _____ **Due Date:** Received & stamped no later than 2:45 on date due

****Please note: This checklist is provided as a convenience. All bidders/proposers shall be responsible for any and all requirements, per specifications, regardless of inclusion on this checklist.**

Bids failing to comply with the above may be deemed non-responsive.

ATTACH
DEVIATIONS/EQUALS

ATTACH
CASHIER'S CHECK
CERTIFIED CHECK
OR
BID BOND

ATTACH
BROCHURE