CENTRAL PURCHASING CITY OF LAKE CHARLES LAKE CHARLES, LOUISIANA

Is accepting **BIDS** on:

PURCHASE OF EXTREME ENVIRONMENT LONG RANGE CONTINUOUS WAVE LASER ILLUMINATION SURVEILLANCE CAMERA AND OPERATIONAL EQUIPMENT

FOR USE BY: LAKE CHARLES POLICE DEPARTMENT

BID #2012-32 FILE ID #883-11

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

until

2:45 P.M.

TUESDAY

JUNE 5, 2012

Advertisement in the OFFICIAL JOURNAL, LAKE CHARLES AMERICAN PRESS

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

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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. <u>BID FORMS</u>: 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 Pujo 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) <u>Net Prices:</u> 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 Chares, 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 <u>SEALED ENVELOPE</u> to the Clerk of the Council, 4th floor, City Hall, 326 Pujo 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. <u>BID SAMPLES:</u> 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 disgualification or nonconsideration of bid.
- <u>TAXES</u>: 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. <u>FORM:</u> Amendments to Invitation for Bids shall be identified as such. The amendment shall reference the portions of the Invitation for Bids it amends.
- 2. <u>DISTRIBUTION</u>: Amendments shall be sent to all bidders known to have received an Invitation for Bids.
- 3. <u>TIMELINESS</u>: 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 schedule 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. <u>DEFINITION</u>: 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. <u>AWARD:</u> 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.
- <u>RESIDENT BUSINESS PREFERENCE</u>: 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

- 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 <u>or in the dollar</u> <u>amount as required in the Specifications</u> 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.
- <u>PERFORMANCE AND PAYMENT BONDS</u>: 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. <u>BOND REQUIREMENTS:</u> 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. <u>DELIVERY DEFAULT:</u> 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. <u>GENERAL</u>: 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.
- <u>BRAND NAMES</u>: 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

- <u>STATE PREFERENCE</u>: 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 herby 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.
- <u>REJECTION OF LOWEST BID</u>: 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. <u>DISQUALIFICATION OF LOW BID:</u> 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 orgin.

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

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 EXTREME ENVIRONMENT LONG RANGE CONTINUOUS WAVE LASER ILLUMINATION SURVEILLANCE CAMERA AND OPERATIONAL 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

- a) In accordance with the attached specifications, it is the intent of this formal invitation to receive bids from qualified bidding vendors for One (1) Extreme Environment Long Range Laser Illuminated Continuous Wave Surveillance Camera and Operational Equipment, which is a self-contained, integrated camera system including motorized pan/tilt and near-infrared laser illumination.
- b) It shall be an integrated surveillance imaging system utilizing Class-1 near-infrared laser illumination, a continuous zoom CCD imager and optional un-cooled infrared thermal camera that provides detailed long-range threat assessment with image stabilized daytime color and night-time monochrome video with performance capabilities for outdoor security and safety.
- e) The brand name and model of items used herein are specific. No substitutions are allowed unless otherwise noted within the categories. If there are any questions concerning the products requested please contact Alecia Comeaux at 337-491-1263 before submitting an incomplete bid.

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 needed by the City during the contractual period shall be ordered.

4. QUALITY

Unless otherwise stated by the Bidder(s), the bid 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. Any additional shipping charges in relation to the product or supplemental product(s) should be included in the total net delivered price.

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.

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 SPECIAL CONDITIONS

1. REFERENCES

- a) Abbreviations and Acronyms
 - 1) IR Infrared
 - 2) CW Continuous Wave
 - 3) MPE Maximum Permissible Exposure
 - NOHD Nominal Ocular Hazard Distance for lasers, the distance within which it is possible to exceed the MPE.

- b) Reference Standards
 - 1) Federal Communications Commission (FCC), Code of Federal Regulations, Title 47, Part 15
 - 2) ANSI/IEC60529 Degrees of Protection Provided by Enclosures
 - 3) International Electro-technical Commission (IEC) Ingress Protection Rating IP66
 - 4) National Electrical Manufacturers Association (NEMA) 4X Enclosure Rating
 - 5) Institute of Electronic and Electrical Engineers (IEEE) 802.3 standards
 - 6) United States Food and Drug Administration (FDA) CFR Title 21, Chapter I, Subchapter J, Part 1040 Performance Standards for Light-Emitting Products

2. REQUIRED SUBMISSIONS

Bidder shall submit the following:

- a) Product Data
 - 1) Manufacturer's Printed or electronic data sheets
 - 2) Manufacturer's installation and operation manuals
 - 3) Warranty documentation
- b) Shop Drawings and Schematics

The extreme environment long range laser illuminated camera shall be depicted in final proposed "as built" configuration, including equipment interconnections.

3. QUALITY ASSURANCE QUALIFICATIONS

- a) Manufacturer of system shall have a minimum of five (5) years experience of successful manufacture and installation of systems equivalent in function to the system proposed herein.
- b) Installation contractor shall be factory authorized to install, service and maintain the system by the system manufacturer.

4. DELIVERY, STORAGE AND HANDLING

- a) Manufacture of the extreme environment long range infrared illumination camera system shall comply with "Buy American Act" standards.
- b) Delivery, storage and handling of the extreme environment ultra long range laser illuminated camera system shall be in accordance with the manufacturer's recommendations.
- c) The manufacturer's ordering instructions and lead-time requirements shall be followed to avoid delivery and installation delays.
- d) The extreme environment long range laser illuminated camera system shall be delivered in the manufacturer's original, unopened, undamaged container with identification labels intact.
- e) Storage and handling requirements of the extreme environment ultra long range laser illuminated camera system shall be stored in a temperature environment of - 40°C (-40°F) to +70°C (158°F) and protected from mechanical and environmental conditions as designated by the manufacturer.

5. WARRANTY

Manufacturer shall warrant the extreme environment long range laser illuminated camera system to be free from defects in material or workmanship for a minimum period of one (1) year and provide the option for extended warranty terms.

C. PRODUCT SPECIFICATIONS

1. EQUIPMENT

a) Manufacturer: Vumii Imaging, Inc.

1100 Abernathy Road 500 Northpark Town Center Suite 1100 Atlanta, GA 30328 Phone: (678) 578-4702 Fax: (678) 578-4710 www.Vumii.com

- b) Model: Discoverii 3000 or equivalent
- c) Substitutions: Meeting specifications enumerated herein
- d) All units shall be supplied from a single manufacturer.

2. DESCRIPTION

a) The extreme environment long range laser illuminated camera system consists of a camera head with two (2) CCD imagers integrated with a continuous optical zoom lens, a near-IR continuous wave laser illuminator, integrated pan/tilt system, electronics unit, an optional uncooled thermal imager, and system setup & test software.

b) Imagers

- Visible The system shall utilize two (2) 1/3" CCD imagers, a color day imager and a high sensitivity grey-scale night imager integrated with a single motorized continuous zoom optical lens.
 - (a) The grayscale CCD night imager shall have minimum effective pixels of 768 horizontal x 492 vertical (EIA), signal to noise ratio of 50db better and horizontal resolution of 570 TV lines or better.
 - (b) The color CCD day imager shall have a minimum effective pixel of 768 horizontal x 492 vertical (NTSC), signal to noise ratio of 50db better and horizontal resolution of 450 TV lines or better.
- 2) Thermal The camera system shall support an optional second integrated video channel produced by a passive un-cooled thermal imager, usable for object detection and wider field of view scene context, with the following properties:
 - (a) Integrated long-wave IR thermal imager, operating 8-14µm spectral band.
 - (b) High sensitivity (Noise Equivalent Temperature Difference (NETD) <50° mK), with the ability to detect targets in total darkness and through dust and smoke.
 - (c) $640x480\ 25\mu$ format focal plane array.
 - (d) Dual Field of View Lens 45mm/135mm (HFOV: 12.6°/4.1°).
 - (e) Operation from 12 VDC +/- 1V consuming less than 3.5 watts at steady state.
 - (f) Automatic focus control.

c) Zoom Lens

- 1) The system's integrated motorized continuous optical zoom lens shall have a ratio of 60x or better, a focal length range of 12.5mm to 750mm, and be capable of utilizing a 2X optical extender to achieve a 1500mm total optical zoom.
- 2) The zoom lens shall have a motor driven manual focus.
- d) Laser Illuminator
 - The system's near-IR laser illuminator shall be a focused beam continuous wave laser outputting near-IR energy at 808 nanometer (+/- 5nm) wavelength, with adjustable beam width, focus, and power output and a minimum zoom factor of 10x (angular illumination from 4.0° to 0.4°.
 - 2) The illuminator shall utilize a registered Class 1 Laser Product according to United States Food and Drug Administration (CDRH) or similar internationally recognized authority and have multiple integrated laser eye safety mechanisms.
 - 3) The near infrared continuous wave laser energy shall be emitted in a uniform, evenly distributed beam.
 - 4) The illuminator output intensity shall be user adjustable via software communication with a peak of ten (10) watts of output energy at the illuminator aperture.
 - 5) The illuminator shall be based on a continuous wave diode laser. Pulsed laser technology is not acceptable.
 - 6) Illuminator divergence shall be remotely controlled and selectable as slaved to the integrated imager lens zoom.
 - 7) Safety
 - (a) The illuminator's Nominal Ocular Hazard Distance (NOHD) shall be 100 meters or less, enabling a Maximum Permissible Exposure (MPE) of .00166 .04892 (w/cm^2).
 - (b) The system shall have an object detection safety sensor installed at the laser aperture to protect personnel from accidental exposure at less than ten (10) meters from the laser.
- e) Pan-Tilt Mechanism
 - 1) The system shall have an integrated motorized pan-tilt system with 359° continuous pan and +30° to -90° tilt.
 - 2) Panning range shall be -175° to +175°.
 - 3) Panning speed shall be variable from 0.0064 degrees per second to 50 degrees per second or better.
 - 4) Preset positioning shall be accurate and controllable to within .01 degree and shall allow for at least sixty-four (64) presets.
 - 5) PTZ control shall be supported with either Pelco-D or Vumii protocols.

f) Electronics Unit

The electronics unit shall contain the following equipment:

- 1) Laser Generator Unit creating an 808nm wavelength laser with a peak output of ten (10) watts.
- 2) System Communication Control Board to control communication between system software, pan-tilt unit, laser illuminator, CCD and thermal imagers.

Specifications for Bid #2012-32 Continued

- 3) Video Image Stabilization Unit providing video image stabilization for the day/night CCD imager.
- 4) Emergency Shutoff Switch providing a means to externally cut system power in the case of a hazardous situation.
- 5) IP Encoder (optional) to encode analog video from the CCD and thermal imagers and to provide a single stream of IP encoded video and communication output data.
- g) System Software
 - 1) The camera system shall include server based communication software and client based camera control and testing software.
 - 2) System software shall have the following capabilities:
 - (a) Create a panoramic image for each camera consisting of at least fifty (50) individual images stitched together to form a uniform picture of at least twenty-five (25) megapixels in size with minimal user interaction in less than ten (10) minutes.
 - (b) Overlay or otherwise draw a field of view indicator on the panoramic image representing the field of view of the live camera system.
 - (c) Enable the user to reposition the camera system by clicking on the panoramic image and to change the optical zoom setting for the camera controlled by drawing a rectangle on the panoramic image representing the desired field of view.
 - (d) Simultaneously display video from thermal imager and visible imager.
- h) The camera system shall be rated to meet the NEMA IP66 environmental specification, operable in harsh outdoor weather conditions such as tropical or desert.
- i) The camera system shall include server based communication software and client based camera control and testing software.
- j) The camera shall support integration to and with third party detection and tracking devices such as RADAR, video analytics, and intelligent GPS detectors.
- k) The camera system shall conform to "Buy American Act" standards.

3. PERFORMANCE

a) General

- 1) The system shall provide daytime color and night-time monochrome performance.
- The system shall be able to resolve alphanumeric lettering and other identifying markings in both bright light and total darkness conditions and through glass, within its operating range of distance.

b) Night

Under ideal atmospheric conditions, the camera system shall be able to provide (2x extender included):

- 1) Up to 3,000 meters of night time detection and assessment level surveillance from which a human target is determined to be a threat by type of actions observed and/or equipment being carried or worn.
- 2) Up to 300 meters of night time facial identification level surveillance from which a human target can be identified as a specific known individual as defined by the ability to place 120 vertical pixels on the face of a human subject.

c) Day

Under ideal atmospheric conditions, the camera system shall be able to provide (2x extender included):

- 1) Up to 10,000 meters of daytime detection level surveillance from which a human target can be distinguished from the background as defined by the ability to place ten (10) vertical pixels on the subject.
- 2) Up to 7,500 meters of daytime assessment level surveillance from which a human target is determined to be a threat by type of actions observed and/or equipment being carried or worn as defined by the ability to place thirty (30) vertical pixels on the subject.
- 3) Up to 300 meters of daytime facial identification level surveillance from which a human target can be identified as a specific known individual as defined by the ability to place 120 vertical pixels on the face of a human subject.
- d) Thermal (optional)
 - Under ideal atmospheric conditions day or night, the camera system shall be able to provide:
 - Up to 2,500 meters of daytime detection level surveillance from which a human target can be distinguished from the background as defined by the ability to contrast six (6) vertical pixels of a subject from the background.
 - 2) Up to 830 meter of daytime recognition level surveillance from which a human target can be determined to be human or animal as defined by the ability to contrast eighteen (18) vertical pixels of a subject from the background.
- e) The system's laser illuminators shall be capable of illuminating at least 3,000 meters in clear weather conditions in zero light (night) conditions.
- f) Threat Detection and Assessment shall meet or exceed the following design and performance specifications:
 - 1) Threat Detection (minimum of ten (10) vertical pixels on subject)

(a) Night	3,000 m (9,843 ft., 1.9 mi)
(b) Day	10,000 m (32,800 ft., 6.2 mi)

2) Threat Assessment (minimum of thirty (30) vertical pixels on subject)

- (b) Day 7,500 m (24,600 ft., 4.7 mi)
- 3) Human Facial Identification

(a) Night	300 m (984 ft., 0.19 mi)
(b) Day	300 m (984 ft., 0.19 mi)

4. SPECIFICATIONS a) Imaging System - Visible 1) Image Sensor 1/3-inch Color CCD (a) Day Imager 1/3-inch Grey Scale CCD (b) Night Imager 2) Effective Pixels (a) Day Imager 768 (H) x 492 (V) (NTSC) (b) Night Imager 768 (H) x 492 (V) (NTSC) 3) Horizontal Resolution (a) Day Imager 450 TV Lines 570 TV Lines (b) Night Imager 4) Lens Focal Length 12.5 – 750 mm (capable of 2x optical extension) 5) Horizontal Field of View Day 11° wide to 0.18° narrow 6) Iris Range F3.8 or better b) Imaging System – Thermal (optional) 1) Image Sensors 640x480 25µ format focal plan array 2) Spectral band 8-14 µm 3) Fields of View 14.3° (H) x 18° (V) (a) 45mm (b) 135mm 4.6° (H) x 3.45° (V) 4) Focus Control Autofocus on demand 5) NETD <50° mK 6) Power Consumption <5 Watts (steady-state) c) Laser Illuminator 1) Illumination Source Near-IR 808nm (+/- 5 nm) CW diode laser array 2) Peak Output 10 Watts (at ILLUMINATOR) 3) Zoom Capability 0 – 10X

4) Angular Illumination
5) Safety
6) Safety
6) Object <10m Safety Sensor

b) Imaging System – Thermal (optional)	
1) Image Sensors	640x480 25µ format focal plan array
2) Spectral band	8-14 µm
3) Fields of View	
(a) 45mm	14.3° (H) x 18° (V)
(b) 135mm	4.6° (H) x 3.45° (V)
4) Focus Control	Autofocus on demand
5) NETD	<50° mK
6) Power Consumption	<5 Watts (steady-state)
c) Laser Illuminator	
1) Illumination Source	Near-IR 808nm (+/- 5 nm) CW diode laser array
2) Peak Output	10 Watts (at ILLUMINATOR)
3) Zoom Capability	0 – 10X
4) Angular Illumination	4.0° to 0.4°
5) Safety	Object <10m Safety Sensor
d) Motorized pan-tilt drive	
1) Pan Range	350° Continuous Pan
2) Vertical Tilt	+30° to -90°
3) Manual Control Speed	
(a) Pan	0.1° to 60° per second
(b) Tilt	50° per second (maximum)
4) Presets	Sixty-four (64) positions
5) Pan/Tilt Accuracy	0.0064° with microstep
6) Speed vs. depth of zoom	Speed decreases with increasing depth of zoom
e) Video and Data Communciations	
1) Video	
(a) Output	RS-170 or CCIR 1 volt peak-peak
(b) Connection	BNC

Specifications for Bid #2012-32 Continued

2) Data (PTZ Control) Connection	
(a) Format	RS-422
(b) Protocol	Pelco-D, Vumii
(c) Connection	As Needed to unterminated four (4) wire - cable
3) Network Option	IP over Ethernet (with approved encoder unit)
f) Electrical	
1) Voltage	115/240 VAC
2) Connection (power & data)	As needed to unterminated cable harness
3) Power	410 Watts maximum
g) Mechanical	
1) Weight	
(a) Head Unit	100 lbs (45.4 kg)
(b) Electronics Unit	55 lbs (25 kg)
2) Dimensions:	
(a) Head Unit	24" L x 38" W x 16.5" H (610 mm x 965 mm x 419 mm)
(b) Electronics Unit	12" L x 20.5" W x 19.5" H (305 mm x 521 mm x 496 mm)
3) Enclosures	NEMA-4X, IP66
h) Environmental	
1) Operating Temperature	
(a) Day	-20°C (-4°F) to +50°C (122°F)
(b) Night	-20°C (-4°F) to +40°C (92°F)
2) Storage Temperature	-40°C (-40°F) to +70°C (158°F)
3) Relative Humidity	
(a) Operating	20% to 80%, non-condensing
(b) Storage	20% to 90%, non-condensing
i) Certifications and Ratings	
1) Certifications	CE, FCC
2) Ratings	NEMA-4X, IP66 UL 50E

5. SOURCE QUALITY CONTROL

A test report shall be available indicating that each camera was tested successfully at an ISO9001 certified factory facility and that the product meets the manufacturer's published specifications.

6. INSTALLERS

- a) Installation shall be performed by qualified service personnel only in accordance with the National Electrical Code or applicable local codes.
- b) The Contractor's installers and technicians shall be factory trained and certified to install, service and maintain the system.
- c) Bidder shall be an authorized sales and service center for the products being bid. The bidder shall have FCC licensed technicians and have a response time of not more than twelve (12) hours to the site location for repairs and/or troubleshooting. The bidder must be a LA. State Registered Telecommunications Contractor. Installer shall be a certified Vumii Imaging representative and be knowledgeable of the product being sold for training and troubleshooting purposes.

7. INSTALLATION

- a) Before permanent installation of the system, the system and interconnected components and cables shall be staged on-site to verify that all are in good working order.
- b) System shall be installed on a communications/antennae tower utilizing a plate mount with all applicable hardware supplied for affixing the system to the mounting structure. Photograph of mounting location is supplied herein. The installation of equipment on the tower shall be grounded for protection against damage from lightning strikes in accordance with Lightning Protection Standard (NFPA 780).
- c) System shall be installed at manufacturer recommended elevation and have a mechanical tilt block installed to prevent accidental laser exposure within the NOHD range. Camera system shall continue to function in "low light" mode, producing video without illumination when laser is blocked by mechanical tilt block.
- d) If required, sunshield position shall be verified for protection from the direct rays of the sun to ensure reduction of internal housing temperatures.
- e) The camera shall be supported by U.S. technical assistance program from the manufacturer and local technical assistance program from a certified and trained professional services company in the country in which camera system is installed.

BID PROPOSAL PAGE

TOTAL PRICE

TOTAL PRICE FOR EXTREME ENVIRONMENT LONGE RANGE LASER ILLUMINATION SURVEILLANCE CAMERA AND OPERATIONAL	
EQUIPMENT, PER SPECIFICATIONS	\$
TOTAL NET DELIVERED PRICE: (FOB Destination)	\$
FIRM DELIVERY DATE:(Calendar Days Required ARO)	
Unit price for One (1) or more additional Extreme Environment Long Range Laser Illumination Surveillance Camera and Operational Equipment, purchased within one (1) year of award date \$	
STATE DEFERENCE. If your Company qualifies for any of the Dreference Dravi	siona undar Titla 29. attach

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 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, Vendor 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. <u>Workers' Compensation Insurance</u> Vendor shall have and maintain during the life of this contract, Workers' 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. <u>Comprehensive General Liability Insurance</u> The Vendor 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 COMBINED SINGLE LIMIT.
- C. <u>Comprehensive Automobile Liability Insurance</u> The Vendor 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 LIMT.
- 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 Vendor 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 City shall receive by written notice as evidenced by return receipt of registered or certified letter a ten (10) day notice of non-payment of premiums and thirty (30) day notice on cancellation or non-renewal on the policy. 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. Vendor 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 Vendor 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 Vendor to indemnify or hold harmless the City of Lake Charles for damages caused solely by the negligence of the City of Lake Charles. However, Vendors 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, Vendor must procure insurance naming the City as an additional insured on the general and auto liability coverage's, include a hold harmless agreement, and a waiver of subrogation when required by written contract.

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 – <u>www.cityoflakecharles.com</u> or call the Title VI Coordinator at (337) 491-1440, the Mayor's Action Line at (337) 491-1346, or the appropriate Department Head.



CITY OF LAKE CHARLES CHECKLIST FOR BIDDERS

Attachment "B" Required Submissions

Documents to be submitted in response to this Bid

Bidder's Name:

Bid Number: _____

 Bid Bond (5% or amount listed)
 Required Submittals
 Deviations (if applicable)
 Addendum(s): Signed Addendum(s) must be faxed or emailed back in <u>and</u> the original submitted with the bid. (if issued)
 Bid Proposal Page: Completed Bid Proposal Page, with original signature
 Bid Package: Entire Bid shall be returned and all blanks completed

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.

PICTURE

ATTACHED



ATTACH

DEVIATIONS/EQUALS

ATTACH

CASHIER'S CHECK

CERTIFIED CHECK

OR

BID BOND

ATTACH

REQUIRED

SUBMISSIONS