

**LAFAYETTE PARISH SHERIFF'S OFFICE  
INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BID SECURITY**

If a bid bond is required in the bid specifications, the following will apply. If not, please disregard and skip to Article 3, Brand Name Specifications.

Each bid shall be accompanied by a certified check, cashier's check, or bid bond payable to the Lafayette Parish Sheriff's Office, State of Louisiana, the amount of which shall be five percent (5%) of the base bid plus any additive alternates if required by the attached bid specification document. Any Bidder not furnishing bid security, may subject his bid to rejection.

The successful Bidder's Bid Security shall be given as a guarantee that the Bidder shall execute the Contract, should it be awarded to him, in conformity with the Contract Documents. Should the Lafayette Parish Sheriff's Office make an award to a Bidder who refuses to enter into a Contract, the bid security shall be forfeited to the Lafayette Parish Sheriff's Office as liquidated damages.

The successful Bidder's Bid Security will be retained until he has entered into a satisfactory Contract. The Lafayette Parish Sheriff's Office reserves the right to hold the Bid Security of the three lowest bidders until the successful Bidder has entered into a Contract and furnished performance and payment bonds, each in the amount of 100% of the Contract Price, with a corporate surety approved by the Lafayette Parish Sheriff's Office.

If a bid bond is used, it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register. The bid bond shall be issued by a company licensed to do business in Louisiana and by a person who is under contract with the surety company or bond issuer as a licensed agent in this state and residing in this state. The bid bond must be equivalent to five percent 5% of the base bid plus any additive alternates, but does not have to specify the amount in dollars and cents.

Notwithstanding the aforesaid, in the event that a Bidder furnishes a bid bond which does not fully comply with the provisions of this Article, but which is otherwise a legally valid and enforceable bond, the Lafayette Parish Sheriff's Office may allow such Bidder to amend his bid bond following the opening of bids in order to bring the bond in conformity with the requirements of this Article and/or the requirements of LA. R.S. 38:2218, or may permit the Bidder to substitute other security in place of the bid bond submitted.

It is requested that agents signing bonds, type their name and license number below their respective signature.

**ARTICLE 2 - POWER OF ATTORNEY**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond, a certified and effectively dated copy of their power of attorney.

**ARTICLE 3 - BRAND NAME SPECIFICATIONS**

Whenever brand names are used, they are used only to denote the quality standard of product desired and the Lafayette Parish Sheriff's Office does not restrict vendors to the specific brand, make, manufacturer or specification named; they are used only to set forth and convey to prospective vendors, the general style, type, character and quality of product desired; equivalent products will be acceptable. Vendors must provide sufficient literature, brochures, etc. to prove quality.

Vendors are asked to list any exceptions to specifications; however, brochures or other literature submitted will determine whether the item quoted upon actually meets all specifications.

**ARTICLE 4 - TAXES**

In accordance with Act 1029 of 1991, the Lafayette Parish Sheriff's Office is exempt from state and local taxes.

**ARTICLE 5 - CANCELLATION OF CONTRACT**

In the event of unsatisfactory services by the contractor under this contract, the Lafayette Parish Sheriff's Office will have the option to cancel the contract with a thirty (30) day written notice to the contractor. In the event of termination of said contract, all obligations of either party under this contract shall cease.

#### **ARTICLE 6 - PRINTED FORM FOR BID**

The bid form invites bids on definite plans and specifications. Only the amounts and information called for on the bid form furnished will be considered as the bid. Each bidder shall bid upon the work exactly as specified and as provided in the bid.

Bids should be clearly and legibly filled out in ink and/or typewritten and must contain the signature or facsimile thereof of the bidder or an authorized representative. The Parish shall have the right to reject any bid in the event that it is unable to reasonably determine the information and quotations supplied by the bidder as a result of the manner and method by which the bidder has completed the bid form.

In the event that the Detailed Specifications, Information for Bidders or Special Conditions differ from the General Conditions, the Special Conditions shall take precedence over the Detailed Specifications. The Detailed Specifications shall take precedence over the Information for Bidders and General Conditions. The Information for Bidders shall take precedence over the General Conditions.

#### **ARTICLE 7 - DELIVERY**

Failure to insert delivery days, when called for on the quotation form, may be cause for rejection of bid.

#### **ARTICLE 8 - LOUISIANA PREFERENCE**

In accordance with the provisions of LA. R.S. 38:2251 et. seq., preference is hereby given for materials, supplies or equipment which are manufactured, processed, produced or assembled in Louisiana, quality being equal to other materials, supplies or equipment offered by competitors outside of the State of Louisiana. However, the Lafayette Parish Sheriff's Office can only make a full and proper determination of bidder's entitlement to a preference based upon a consideration of all pertinent information related to the claim. Accordingly, in order that the Sheriff's Office can fairly evaluate a bidder's claim for a preference, it shall be the bidder's duty and responsibility to supply the Sheriff's Office with the following declarations and information when submitting a bid which claims entitlement to a preference:

1. The bidder shall affirmatively indicate that it desires and is entitled to be considered for a preference by placing a mark in the space provided on the bid quotation for claiming a preference; and
2. The bidder shall specify in the blank provided on the bid quotation which items it is claiming a preference for, and the bidder shall specify in the blank provided on the bid quotation the location(s) in Louisiana where the product(s) for which it is claiming a preference are manufactured or produced; and
3. The bidder shall attach to bid form a written letter setting forth in detail why it is entitled to be granted a preference, including, but not limited to, describing how its products are produced or manufactured, and describing the specific process which qualifies it for a preference. The bidder, shall also confirm in the blank provided on the bid form that it has duly attached the letter setting forth the details as required herein.
4. Any bidder who fails to comply with each and every one of the requirements set forth herein above shall be deemed to have waived its right to be considered for a preference, and such bid shall be considered as though no preference was available to the bidder.

Bidders who claim a preference on materials, supplies, or equipment, which are Louisiana products and which are equal in quality to other materials, supplies or equipment must meet the following conditions in order to qualify for such preference:

1. The cost of the Louisiana products must not exceed the cost of other materials, supplies, or equipment which are manufactured, processed, produced, or assembled outside the state by more than five percent; and
2. The vendor of the Louisiana products must agree to sell the products at the same price as the lowest bid offered on such products; and

3. In cases where more than one bidder offers Louisiana products which are within five percent of the lowest bid, the bidder offering the lowest bid on Louisiana products is entitled to accept the price of the lowest bid made on such products.

#### **ARTICLE 9 - QUALIFICATION OF BIDDER**

The Lafayette Parish Sheriff's Office may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Lafayette Parish Sheriff's Office all such information and data for this purpose as the Lafayette Parish Sheriff's Office may request. The Lafayette Parish Sheriff's Office reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Lafayette Parish Sheriff's Office that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

#### **ARTICLE 10 - ERASURES**

Bidders should avoid making erasures, delineations and other corrections on bids, since such may make it difficult for the Sheriff's Office to ascertain the information contained in the bid. In the event that a bidder must make such corrections to a bid, the corrections should be made in such a manner that the information contained on the bid form can be fairly and reasonably discerned and ascertained by the Sheriff's Office. The Sheriff's Office shall have the right to reject any bid in the event that it is unable to reasonably determine the information and quotations supplied by the bidder therein.

#### **ARTICLE 11 - PRICES**

Prices are to include the furnishing of all materials, plant, equipment, tools, delivery, and all other facilities, and the performance of all labor services necessary or proper for the completion of the work except as may be otherwise expressly provided in the detailed specifications.

When called for on the quotation form, prices should be shown both in words and in figures. In the event of a discrepancy between the prices quoted in words and those quoted in figures in the quotation, the words shall control. In the event that the bidder does not show prices in both words and in figures, the bid shall be tabulated in accordance with the form of the price provided. In case of a conflict between unit prices and the extended total price, the unit price shall govern. The Sheriff's Office reserves the right to reject any bid in the event that discrepancies in the prices quoted therein prevent the Sheriff's Office from making a fair determination of the quoted prices.

#### **ARTICLE 12 - UNDERSTANDING OF BIDDER**

In making his bid each bidder represents that: he has read and understands the bid documents and his bid is made in accordance herewith; his bid is based upon the specifications described in the bid documents; any and all exceptions to specifications being so noted in said documents.

#### **ARTICLE 13 - WITHDRAWAL OF BID**

The bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) days after the bid openings.

At any time prior to the scheduled closing time for the receipt of quotations, any bidder may withdraw his quotation. After scheduled closing time for the receipt of quotations, no bidder will be permitted to withdraw his quotation, unless said award is delayed for a period exceeding thirty (30) days.

#### **ARTICLE 14 - SUBMISSION AND OPENING OF BID**

All bids shall be submitted to the location specified.

**1. All bids shall be enclosed in a sealed envelope which will be marked with the name of the bid being submitted.** The bid shall be either mailed to the Lafayette Parish Sheriff's Office, Purchasing Agent, P.O. Drawer 3508, Lafayette, Louisiana 70502, or hand delivered to the Lafayette Parish Sheriff's Office, 316 West Main Street, Lafayette, Louisiana 70501.

2. The "Notice to Bidders" designates the date and time of the bid opening. Bids will be received until the stated date and time. The responsibility for timely delivery rests solely with the bidder and late bids arriving after the stated date and time will not be considered.

3. Unless otherwise advertised, bids will be called for at 10:00 A.M. and will be opened and read aloud at the Finance Office of the Lafayette Parish Sheriff's Office, 316 W Main St., Lafayette, LA 70501.

#### **ARTICLE 15 - QUANTITIES**

Quantities listed are approximations only and the Lafayette Parish Sheriff's Office will not be held bound to those approximate quantities. All orders will be on an "as needed" basis.

#### **ARTICLE 16 - OPTION TO RENEW**

When indicated in the bid specifications and bid form, the contractor may extend this contract for one additional renewal period of the same duration as the original contract and at the same prices and terms at the option of the Lafayette Parish Sheriff's Office.

#### **ARTICLE 17- REJECTION OF BIDS**

The Lafayette Parish Sheriff's Office reserves the right to reject any and all bids. The Lafayette Parish Sheriff's Office also reserves the right to reject any and all bids should the total bid be in excess of appropriated funds and additional funding cannot be made available. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected; any bid which omits a bid on any one or more items in the Bid Form may be rejected; any bid in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected; any bid accompanied by an insufficient or irregular bid security may be rejected.

#### **ARTICLE 18- WITHDRAWAL OF BID**

A bid containing patently obvious unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the contractor if clear and convincing sworn, written evidence of such errors is furnished to Lafayette Parish Sheriff's Office within forty-eight hours of the bid opening excluding Saturdays, Sundays, and legal holidays. Such errors must be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the bid sought to be withdrawn. If Lafayette Parish Sheriff's Office determines that the error is a patently obvious mechanical, clerical, or mathematical error, or unintentional omission of a substantial quantity of work, labor, material, or services, as opposed to a judgment error, and that the bid was submitted in good faith it shall accept the withdrawal and return the bid security to the contractor.

A contractor who attempts to withdraw a bid under the provisions of this Section shall not be allowed to resubmit a bid on the project. If the bid withdrawn is the lowest bid, the next lowest bid may be accepted. If all bids are rejected no withdrawal of the bid which would result in the award of the contract on another bid of same bidder, his partner, or to a corporation or business venture owned by or in which he has an interest shall be permitted. No bidder who is permitted to withdraw a bid shall supply any material or labor to, or perform any subcontract work agreement for, any person to whom a contract or subcontract, is awarded in the performance of the contract for which the withdrawn bid was submitted.

#### **ARTICLE 19- SIGNATURE AUTHORITY OF BIDDER**

In accordance with Title 38:2221(A)(1)(c)(I), the person signing the bid must be:

1. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or,
2. An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit; or
3. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.

By signing the bid, the bidder certifies compliance with the above.

**ARTICLE 20 - CONTRACTOR'S LICENSE**

On any bid submitted for construction contracts in the amount of \$50,000 or more, the Contractor shall certify that he is licensed under Louisiana's Contractor's Licensing Law R.S. 37:2150-2164 and shall show his license number on the sealed envelope submitting the bid.

**ARTICLE 21 - AFFIDAVIT OF NON-COLLUSION**

In accordance with Louisiana Law, if the Contract is awarded to the Bidder, he shall, if required, at the time of the signing of the Contract, execute the Affidavit of Non-Collusion included in the Contract Documents.

**ARTICLE 22- PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES BUSINESS**

The Lafayette Parish Sheriff's Office strongly encourages the participation of DBEs (Disadvantaged Business Enterprise) in all contracts or procurements let by the Lafayette Parish Sheriff's Office for goods and service and labor and material. To that end, all contractors and suppliers are encouraged to utilize DBEs business enterprises in the purchase or sub-contracting of materials, supplies, services and labor and material in which disadvantaged businesses are available.

LAFAYETTE PARISH SHERIFF'S OFFICE  
P.O. DRAWER 3508  
LAFAYETTE, LA. 70502

SPECIFICATIONS AND BID FORM FOR #2024-05 Armored Multi-Terrain Loader

Sealed bids will be received until 10:00 a.m. Tuesday, April 30, 2024, at the Lafayette Parish Sheriff's Office, 316 West Main Street, Lafayette, Louisiana for #2024-05 Armored Multi-Terrain Loader. All bids shall be submitted in a sealed envelope clearly marked "Sealed Bid for #2024-05 Armored Multi-Terrain Loader".

Bids may also be submitted electronically at:  
<http://www.centralauctionhouse.com/parishes/lafayette.html>

All bids shall include a copy of the equipment warranty and/or a statement of warranty provisions with the bid proposal. Manufacturer's warranty shall be a consideration in the awarding of this bid.

Dealers may make available on the attached schedule, optional extended warranties available for purchase by the Lafayette Parish Sheriff's Office. The optional warranties submitted are for information only and are not a part of this bid.

The Sheriff's Office reserves the right to reject any and all bids which are deemed unsuitable by the department.

This bid will be FOB dealer.

In accordance with LA. R.S. 38:2212, whenever a brand name is used, it is used only to denote the quality standard of product desired and the Lafayette Parish Sheriff's Office does not restrict vendors to the specific brand, make, manufacturer or specification named. It is used only to set forth and convey to prospective vendors, the general style, type, character and quality of the product desired; equivalent products will be acceptable.

Bids are being requested on the following:

One (1) NIJ Level IV Armored Multi-Terrain Loader

An example of an acceptable equipment is a 2024 ROOK Tactical Solutions NIJ Level IV Armored Caterpillar Multi-Terrain Loader and equipped with the following:

- NIJ Level IV Armored Caterpillar Multi-Terrain Loader
  - The Caterpillar 299D3 has a cab with A/C, two-speed, self-level, dual level suspension undercarriage, advanced machine information and control system. The ROOK comes equipped with an electro/hydraulic implement control, RH; electro/hydraulic hydrostatic transmission control LH; hand and foot throttle, 12-volt electrical system, 100 ampere alternator, gauges, operator warning system

indicators, a cloth seat with an armrest and a control interlock system. The machine carries a Cat C3.8 DIT Turbo, Tier IV compliant diesel engine that has 98 net HP @ 2500 RPM, SOS Sampling valves, Engine Oil and Hydraulic Oil, Tilt up Radiator/Hydraulic Oil Cooler, Lockable Engine Enclosure, 4 Machine Tie Down Points. The ROOK comes with ballistic resistant glass and is SCBA compatible for Hazardous Material and WMD response. NVR (Network VideoRecorder), WIFI, Transmitting Capability and dual modem with FirstNet capability.

- Hydraulic Breaching Ram
  - Attachment delivers 6500 psi, fitted with five infrared video cameras which allows for a 360-degree field of view, and is equipped with a Tactical Non-Lethal Chemical Agent Delivery System.
- Grapple Claw
  - Attachment that has 4,500 pounds of lift capacity.
- Vehicle Extraction Tool
- Armored Personnel Platform
  - The platform ~~also~~ has video monitoring, self-contained lighting, 8 shooting ports, Ballistic Glass, and Adjustable Sliding Front Door.
- (1) Trailer
  - Towmaster T30-LP (Gooseneck) Trailer – 25’ Flat Deck, 5’ Dove Tail with electric brakes and complete Break-A-Way system with charger, (2) 15,000 lbs. axles, 215/75/17.5 Tires with a spare and spring assist MEGA loading ramps.
- Warranty
  - 24 Months /2000 HRS Cat Premier total machine warranty on the machine only. 12-month warranty on the cameras, electronic installations, trailer (Towmaster TEG-24), all attachments (Hydraulic Breaching Ram, Grapple Claw, Vehicle Extraction Tool, and Armored Personnel Platform), and optional equipment.

Description of equipment including year, make and model: \_\_\_\_\_

\_\_\_\_\_

Exceptions to bid specifications: \_\_\_\_\_

\_\_\_\_\_

The above listed equipment shall be furnished for the following bid price:

Total Bid Price: \_\_\_\_\_

The above listed equipment shall be available for delivery in \_\_\_\_\_ days after receipt of order.

In accordance with the provisions of LA. R.S. 38:2251 et.seq., preference is hereby given to materials, supplies or equipment which are manufactured, processed, produced or assembled in

Louisiana, quality being equal to other materials, supplies or equipment offered by companies outside of the State of Louisiana.

Do you claim this preference? YES \_\_\_\_\_ NO \_\_\_\_\_

Specify item(s) that you are claiming this preference on.

Specify location within Louisiana where this product is manufactured, processed, produced or assembled. \_\_\_\_\_

Have you attached the qualifying letter according to the requirements of the INSTRUCTIONS TO BIDDER: YES \_\_\_\_\_ NO \_\_\_\_\_

**Bidders are hereby advised that the accompanying document entitled ‘INSTRUCTIONS TO BIDDER’ is an integral part of this request for bids.** Bidders should be aware of all provisions in this document.

Date: \_\_\_\_\_

Legal Company Name: \_\_\_\_\_

By Individual: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

SCHEDULE OF OPTIONAL EXTENDED WARRANTIES AVAILABLE

Listed below are optional extended warranties available for the #2024-05 Armored Multi-Terrain Loader indicated on the attached bid:

Option 1. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Cost: \_\_\_\_\_

Option 2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Cost: \_\_\_\_\_

Option 3. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Cost: \_\_\_\_\_

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date