

## BID FORM

The Purchasing Agent, on behalf of the Lake Charles Harbor & Terminal District, will receive sealed bids for One (1) New 1 Ton SRW 4WD Gas Crew Cab Long Box Utility Bed Hi-Rail Pick Up or equal, complete as per specifications, until 10:00 a.m., **Wednesday, January 27, 2021** at, 1611 W. Sallier Street, Post Office Box 3753 (70602), Lake Charles, Louisiana, 70601 or by electronic format using [www.BidExpress.com](http://www.BidExpress.com).

ANY deviations from the specifications outlined herein **MUST BE NOTED** at the time of the bid submittal, and the District reserves the right to make a determination as to the quality of the deviation. Any questions regarding said specifications should be directed to Shaunna Davis @ 337-493-3538 or [sdavis@portlc.com](mailto:sdavis@portlc.com).

Please bid as follows:

Total bid price including delivery \_\_\_\_\_

Delivery date from time of order \_\_\_\_\_

Today's date \_\_\_\_\_

Company submitted by: \_\_\_\_\_

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

Signature of Agent: \_\_\_\_\_

Printed Agent's Name: \_\_\_\_\_

Federal I.D. Number: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

MP21023  
Exhibit A  
Specifications  
For (1) New

1 Ton SRW 4WD Gas Crew Cab Long Box Utility Bed Hi-Rail Pick Up

New – 2021

Deviations

Year/ Manufacturer/ Model

Engine, Gas

Single rear wheels

Four Wheel Drive

Long box

Low Profile Utility bed

Head Ache Rack with LED flashing beacon

Backup Alarm

Driver side A pillar spot light

DOT tape left side right side and rear

Step rails both sides

Rail Road Hy-Rails

Utility bed top mounted gasoline powered Air  
compressor with 10 gallon tank and 100 ft  
hose reel

120 vac 20 amp outlets located inside rear

lft/rt utility box

Full size spare tire

Receiver hitch with standard combo 7 pin and  
4 pin trailer receptacle

Front bumper mounted wheel markers

12,000 lb front mounted winch

## INSTRUCTIONS TO BIDDERS

1. Read the entire bid, including all terms and conditions, and specifications.
2. All Bid prices must be typed or written in ink. The bidder should initial any corrections, erasures, or other forms of alteration to unit prices.
3. This bid is to be manually signed in ink.
4. Bid prices shall include delivery of all items F.O.B. destination. Bids containing "payment in advance" or "C.O.D." requirements may be rejected. Payments on the awarded bids will be made upon delivery of equipment in accordance with established payment procedures of the Lake Charles Harbor & Terminal District.
5. Amount of Bid Bond Required: NA of bid. The bid bond must be a certified or cashier's check or bid bond in an amount not less than the percentage provided above. The bid guarantee must be made payable to the Lake Charles Harbor & Terminal District. The bid guarantees of all unsuccessful bidders will be returned. Bid will not be read and considered, if bid guarantee is not attached.
6. Amount of Performance Bond, if required: NA or NA % of bid. Amount of Payment Bond, if required, NA or NA % of bid.
7. Desired Delivery: as soon as possible.
8. The bidder must submit his bid on the form herein provided with the blank spaces filled in for every item(s) on which a bid is submitted. Bids may be rejected, if they show additions not called for, conditional or alternate bids not called for, or for incomplete bids. To assure consideration of your bid, all bids and addenda together with the bid guaranty (if applicable) should be returned in an envelope or package clearly marked with the bid opening date and the bid description, as to indicate its contents without being opened. This envelope shall be sealed and delivered to the location designated herein prior to or by the bid date and time specified in the official advertisement. No responsibility will be attached to Lake Charles Harbor & Terminal District for the premature opening of a package not properly addressed and identified, and/or delivered to the wrong office.
9. Bids submitted are subject to provisions of the laws of the State of Louisiana including but not limited to LSA-R.S. 34:208 and 38:2181-2319; standard terms and conditions; special conditions; and specifications listed in this solicitation.
10. IMPORTANT: By signing the bid, the bidder certifies compliance with all instructions to bidders, terms, conditions and specifications, and further certifies that this bid is made without collusion or fraud. This bid is to be manually signed in ink by a person authorized to bind the vendor (See No. 30). All bid information shall be made with ink or typewritten.

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11. Address all inquiries and correspondence to the contact person at the phone and address shown in the specifications.

12. Conference Date: NA.

13. Bid Forms.

All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided herein, properly signed (See No. 30). Bids submitted in the following manner will not be accepted:

A. Bid contains no signature indicating intent to be bound;

B. Bid filled out in pencil; and/or

C. Bid not submitted on the Port Bid Form. Bids must be received at the address specified in the solicitation prior to bid opening time in order to be considered.

14. Standards of Quality.

Lake Charles Harbor & Terminal District reserves the right to reject any materials it deems unsuitable for the proposed intent. Any product or service bid shall conform to all applicable Federal and State laws and regulations and the specifications contained in the solicitation. Unless otherwise specified in the solicitation, any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation. Retrofitted equipment from different manufacturers will not be accepted unless written consent from each manufacturer involved is presented with the bid stating that equipment has been tested and proven compatible. Any equipment/vehicle to be furnished under this proposal shall be in strict compliance with the specifications herein for said equipment/vehicle, and the decision of the Port Administrator as to the true meaning of same shall be final. All customary guarantees for workmanship and replacements of defective parts, as specified, by the manufacturer for the particular item furnished shall apply to the equipment/vehicle furnished under this bid.

15. Descriptive Information.

Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for Lake Charles Harbor & Terminal District to evaluate quality suitability and compliance with the specifications in the solicitation. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

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### 16. Bid Opening.

Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by requesting in writing from the Purchasing Department. Bid tabulations will be mailed after award of bid.

### 17. Award.

The Lake Charles Harbor & Terminal District reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids. Each and every bid will be evaluated based upon the proposed product price, specification, product support, performance characteristics, and suitability, in the opinion of the Lake Charles Harbor & Terminal District to properly perform the tasks required. Final determination based upon previously stated criteria of purchase award, is to be the sole discretion of the Lake Charles Harbor & Terminal District.

### 18. Prices.

Unless otherwise specified by the Lake Charles Harbor & Terminal District in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of forty-five (45) days. If accepted, prices must be firm for the contractual period. Bids other than F.O.B. destination may be rejected. Prices should be quoted in the unit (each, box, case, etc.) as specified in the solicitation.

### 19. Deliveries/Acceptance.

Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation. Upon delivery of the product to the Lake Charles Harbor & Terminal District, an inspection of the same will be made by a representative of the Port at the point of delivery. Acceptance of the product will be made after inspector determines that all requirements of the specifications and the bid have been met.

### 20. Taxes.

The Lake Charles Harbor & Terminal District is exempt from all state and local sales and use taxes provided by LSA-R.S. 47:301 (8) (c).

### 21. Contract Renewals.

Upon agreement of the Lake Charles Harbor & Terminal District and the contractor, a term contract may be extended for 2 additional 12 month periods at the same prices, terms and conditions, in such cases, the total contract term cannot exceed 36 months.

### 22. Contract Cancellation.

The Lake Charles Harbor & Terminal District has the right to cancel any contract, for cause, including but not limited to the following: (1) Failure to deliver within the time specified in the contract; (2) Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) Misrepresentation by

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the contractor; (4) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the Lake Charles Harbor & Terminal District; (5) Conflict of contract provisions with constitutional or statutory provisions of State or Federal law; (6) Any other breach of contract.

23. Default of Bidder/Contractor.

Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract and/or the bid guaranty accompanying the bid shall be forfeited by the bidder. Where the Lake Charles Harbor & Terminal District has determined the contractor to be in default, the Lake Charles Harbor & Terminal District reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

24. Order of Priority.

In the event there is a conflict between the instructions to bidders or standard conditions and the special conditions, the special conditions shall govern.

25. Applicable Law.

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

26. Equal Opportunity.

By submitting and signing this bid, bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor.

27. Special Accommodation.

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing not later than seven (7) days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed before the bid opening.

28. Indemnity.

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the Lake Charles Harbor & Terminal District, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the Calcasieu Parish Police Jury, its agents or its employees.

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29. Signature Authority.

In accordance with LSA-R.S. 38:2212, the person signing the bid must be:

1. The signature on the bid is that of any 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 a corporate resolution, certificate or affidavit; or
3. Other documents indicating authority, which are acceptable to the Lake Charles Harbor & Terminal District

30. Rejection.

The Lake Charles Harbor & Terminal District reserves the right to reject any and all bids for just cause or as otherwise allowed by law.

31. Invoices.

Invoice for the product, delivery and accepted shall be made out by the bidder using his own invoice forms. The invoice shall be in triplicate, and a copy of the Official Purchase Order must be attached to the invoice.

32. Other.

The Lake Charles Harbor & Terminal District prior to award may request a list of references of all products sold as per bid specifications within the last year in the State of Louisiana.

## SPECIAL TERMS & CONDITIONS

### 1. Bid delivery instructions for Lake Charles Harbor & Terminal District.

Bids may be mailed through the U.S. Postal Service to:

Lake Charles Harbor & Terminal District  
Purchasing Department  
Attn: Shaunna Davis  
PO Box 3753  
Lake Charles LA 70602

Bids may be delivered by hand or courier service to our physical location as follows:

Lake Charles Harbor & Terminal District  
Purchasing Department  
1611 W. Sallier Street  
Lake Charles LA 70601  
(337) 439-3661

Bids may be electronically sent thru [www.BidExpress.com](http://www.BidExpress.com).

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Lake Charles Harbor & Terminal District is not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid.