

CITY OF LONG BEACH
PURCHASING DIVISION
ATTN: CITY CLERK
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID
**For the purchase one Multi-Purpose
Patrol Vessel for the Police Department**

CONTRACT NO. **33456**

- COMPLETE CONTRACT:**
This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.
- SERVICES TO BE PROVIDED BY THE CONTRACTOR:**
Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.
- AMOUNT TO BE PAID:**
The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.
- CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**
When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.
- DECLARATION OF NON-COLLUSION:**
The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Portsmouth RI ON THE 11 DAY OF March, 20 14
CITY STATE MONTH

COMPANY NAME: Naiad Inflatables of Newport, Inc. TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 300 High Point Avenue CITY: Portsmouth STATE: RI ZIP: 02871

PHONE: (401) 683-6700 FAX: (401) 683-6660

S/ [Signature] President
(SIGNATURE) (TITLE)

Stephen Connett, Jr.

(PRINT NAME)

Steve@naiadnewport.com

(EMAIL ADDRESS)

S/ _____ (SIGNATURE) (TITLE)

(PRINT NAME)

(EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH

BY [Signature]
Director of Financial Management

6/18/14

Date

APPROVED AS TO FORM 6-12, 20 14

CHARLES PARKIN
CITY ATTORNEY

[Signature]
Deputy

Rev 01.27.10

14 JUN 12 6W 1:30

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

BID NUMBER ITB FS-14-061

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

Corporation State of RI
Partnership State of _____
General Limited
Joint Venture
Individual DBA _____
Limited Liability Company State of _____

Composition of Ownership (more than 51% of ownership of the organization): OPTIONAL

Ethnic (Check one):

Black Asian Other Non-white
 Hispanic American Indian Caucasian

Non-ethnic Factors of Ownership (check all that apply):

Male Yes - Physically Challenged Under 65
 Female No -- Physically Challenged Over 65

Is the firm certified as a Disadvantaged Business: Yes No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

OR

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6020.

CERTIFIED CORPORATE RESOLUTION
OF
NAIAD INFLATABLES OF NEWPORT, INC.

February 26, 2014

The undersigned hereby certifies that at a meeting of the shareholders of NAIAD INFLATABLES OF NEWPORT, INC., a Rhode Island corporation (the "Corporation") was held on the 26th day of February, 2014, at which a quorum was duly present and acting throughout, the following resolutions were duly adopted:

RESOLVED: That the Corporation submit a bid to the Purchasing Division of the City of Long Beach, California, in response to Bid Number ITB FS-14-061, for the sale of one multi-purpose patrol vessel for the Long Beach Police Department; and

RESOLVED: That the Corporation's President, Stephen M.H. Connett, Jr., is hereby authorized, empowered and directed on behalf of the Corporation to do and perform all acts and things and to sign, seal, execute, acknowledge and deliver all instruments and documents, including but not limited to bids and contracts, of whatsoever kind and nature necessary or incidental to or required to effectuate the actions authorized by the shareholders in the foregoing Resolutions

I further certify that the foregoing resolution is not contrary to any provision in the charter or by-laws of the Corporation, that Stephen M.H. Connett, Jr. is now President of the Corporation, and that I have been duly authorized to make this certificate on behalf of the Corporation.

In Witness Whereof, I hereunto set my hand and seal of the Corporation on this day of February, 2014.

NAIAD INFLATABLES OF NEWPORT, INC.,
By:



Stephen M.H. Connett, Jr. President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of Rhode Island

County of Newport

On March 11, 2014 Before me, Mary Henriques, Notary Public
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared Stephen Connett, Jr.
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Mary N. Henriques 56079
SIGNATURE OF NOTARY
Commission Expires 8/31/17

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
- PARTNER(S) TITLE(S)
 - LIMITED
 - GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid. Substitute items must be equal in quality, utility and performance. The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

10. BUSINESS LICENSE:

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to

INSTRUCTIONS TO BIDDERS

www.longbeach.gov/finance/business_license.

11. PUBLIC WORK AND PREVAILING WAGES:

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlsr> for such prevailing wages and additional information.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

12. RIGHT TO REJECT:

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

13. SAMPLES:

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

14. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

Please visit <http://www.longbeach.gov/purchasing/diversity.asp> for more information on the City's Diversity Outreach Program.

SUBCONTRACTORS

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: _____

Address: _____

Commodity/Service Provided: _____
Circle appropriate designation: MBE WBE

Composition of Ownership (more than 51%)
Black () American Indian ()
Hispanic () Other Non-white ()
Asian () Caucasian ()

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: MARCH 6, 2014

TIME: 11:00 a.m.

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

MICHELLE KING (562) 570-6020
PURCHASING TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All bids are publicly opened and read in the Purchasing offices at the date and time noted on the Invitation to Bid.

Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days after the date on which the bids were opened.

18. INTER-AGENCY PARTICIPATION:

INSTRUCTIONS TO BIDDERS

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES _____ NO _____

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

19. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

20. EQUAL BENEFITS ORDINANCE:

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.

CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

CONTRACT – GENERAL CONDITIONS

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach

CONTRACT – GENERAL CONDITIONS

office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Julissa Jose-Murray at 562-570-6869 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:
Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:

A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

(1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, leased or used by Contractor.

(2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

(3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

CONTRACT – GENERAL CONDITIONS

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

- a. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
- b. Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any Work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.

D. INDEMNITY

- (1) Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties") from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (a) Contractor's breach or failure to comply with any of its obligations contained in this contract, or (b) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this contract (collectively "Claims" or individually "Claim").
- (2) In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.
- (3) If a court competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (a) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (b) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
- (4) The provisions of this Section shall survive the expiration or termination of this contract.

- E. Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

BID NUMBER ITB FS-14-061

PROJECT OVERVIEW

The City of Long Beach is requesting bids for the purchase of one Multi-Purpose Patrol Vessel to be used by the Long Beach Police Department, Port Security Section.

BID TIMELINE

Bid release date: FEBRUARY 13, 2014
Bid due date: MARCH 6, 2014 by 11:00 AM

BID SUBMISSION INSTRUCTIONS

It is recommended that bidders visit the City's website www.longbeach.gov/purchasing on a regular basis for any addenda to the bid.

Additional Document Submittals: Bidders that do not include the items listed below with their bids will be deemed non-responsive and their bids will be rejected.

- _____ Reference List
- _____ W-9 Form
- _____ Debarment Certification

Bidders shall submit one (1) original of the bid marked "ORIGINAL" and one (1) copy marked "COPY". All of these items shall be included in a sealed envelope and addressed to:

City of Long Beach
C/O City Clerk
Attn: Michelle King
333 W. Ocean Blvd., Plaza Level
Long Beach, CA 90802

Bids shall be clearly labeled in a sealed envelope or box as follows:

ITB FS-14-061 Multi-Purpose Patrol Vessel for Port Security

Bids must be received by 11:00 AM, MARCH 6, 2014. Bids that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

All questions must be submitted in writing and emailed to purchasingbids@longbeach.gov attention Michelle King.

FAITHFUL PERFORMANCE BOND

DUE TO THIS PROJECT BEING GRANT FUNDED IT IS REQUIRED TO HAVE A BOND, IF YOU COMPANY CANNOT SUPPLY A BOND THEN YOUR BID WILL BE DISQUALIFIED.

The successful bidder shall submit a Faithful Performance Bond for 100 percent of cost of proposal. Successful bidder is only required to submit bond if award is made and notice is given from the City. The bond will be issued to the City of Long Beach, Purchasing Division, Long Beach City Hall, 333 West Ocean Blvd., 7th Floor, Long Beach, California 90802 and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above). You may only use the bond form the City supplies.

A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in Section 313 of the California Corporations Code, then the corporation must attach a certified copy of a resolution of its Board of Directors authorizing execution by said individual(s).

Notarial Acknowledgments Required with Bonds

Signatures of all principals and sureties shall be accompanied by the appropriate Notarial Acknowledgements. A Notarial Acknowledgement shall accompany each signature of each Principal and a Notarial Acknowledgement shall accompany the signature of the Surety. All bonds require the signatures of all principals and sureties, accompanied by the appropriate Notarial Acknowledgements, whether the company is located inside or outside the State of California.

ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Any Contract arising from this procurement process shall be funded in whole or in part from grants awarded under the Federal Emergency Management Agency Port Security Grant Program (CFDA No. 97.056). Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

ORDER OF PRECEDENCE - In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

ACCESS TO CONTRACTOR'S RECORDS - The Awarded Vendor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded vendor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

AMERICANS WITH DISABILITIES ACT- The Awarded Vendor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA.

The Awarded Vendor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Vendor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Vendor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – The Awarded Vendor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT – The Awarded Vendor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH DAVIS-BACON ACT – The Awarded Vendor shall comply with the requirements of the Davis-Bacon Act (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.

COPYRIGHT - The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Vendor shall comply with 25 CFR 85.34

DEBARMENT and SUSPENSION - In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database (www.sam.gov).

DRUG-FREE WORKPLACE - The Awarded Vendor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.

ENERGY EFFICIENCY - The Awarded Vendor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

ENVIRONMENTAL LEGISLATION - The Awarded Vendor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and

Environmental Protection Agency regulations (40 CFR Part 15).

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH – In accordance with CalOES/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Vendor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Vendors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

NATIONAL PRESERVATION ACTS -The Awarded Vendor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321)

NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY - The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

PATENT RIGHTS - The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT - The Awarded Vendor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Vendor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to

the Awarded Vendor and all other pending matters are closed.

PUBLICATIONS – All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

RIGHTS TO DATA – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).

RIGHTS TO USE INVENTIONS – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any Invention developed under the Contract.

REFERENCES

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items and quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references will result in rejection of bids. See Reference Information form attachment.

AWARD

The City prefers to award to a single contractor but reserves the right to award contract to multiple vendors. The City reserves the right in its sole discretion to award all items to one bidder, or to award separate items or groups of items to various bidders, or to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids.

RIGHT TO REJECT BID

The City reserves the right, in its discretion, to reject any and all Bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

BID PROTEST PROCEDURES

Who May Protest

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days following the date on which bids were opened. The Business Relations Bureau Manager must receive the protest by the close of the business on the fifth (5th) business day following the bid opening.

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the Business Relations Bureau Manager. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

Once the protest is received by the Business Relations Bureau Manager, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the Business Relations Bureau Manager by the close of the business on the third (3rd) business day.

The Business Relations Bureau Manager or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within ten (10) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the Business Relations Manager shall be final and conclusive.

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

SPECIFICATIONS

ITEM	COMPLY YES / NO		COMMENTS / EXCEPTIONS
<p><u>INSTRUCTIONS:</u> State comments and or exceptions in the blank spaces provided for each section regarding the vehicle or equipment offered corresponding to the specifications set forth. FAILURE TO COMPLETE ALL BLANK SPACES WILL OTHERWISE BE DETERMINED AS <u>VENDOR MEETING SPECIFICATIONS MINIMUMS</u></p>	YES		
<p><u>GENERAL:</u> The City of Long Beach is seeking bids for furnishing and delivering a custom center console multi-purpose patrol vessel. The vessel shall be between 38 and 40 delivered with the below listed options or approved equal feet in length and of aluminum construction. The vessel shall be powered by twin diesel engines coupled with jet drives. The vessel shall have an integrated fendering system as part of the hull. Hull thickness to be one-quarter inch 5086 aluminum.</p>	YES		<p>VESSEL LENGTH = 38'9" ALUMINUM CONSTRUCTION TWIN DIESEL JET DRIVE INTERGRATED FENDER SYSTEM 1/4" 5086 H116 ALUMINUM HULL</p>
<p><u>PERFORMANCE:</u> The vessel must not exceed 50 knots and conversely must be able to achieve up to 40 knots in a sea state 5 while not adversely effecting stability performance. The vessel must be multi-mission capable. Able to perform patrol, surveillance, deterrence, search and rescue, serve as a dive platform and offer the most advanced safety features.</p>	YES		<p>ESTIMATED MAX SPEED = 47 KNOTS 40 KNOTS IN SEA STATE 5 MULTI-MISSION CAPABLE</p>
<p><u>VENDOR:</u> The vendor must have a proven design with at least ten vessels currently in commercial operation for more than three years in waters similar to the waters in which the LBPD navigates.</p>	YES		<p>REFER TO REFRENCES IN PROPOSAL</p>

BID NUMBER ITB FS-14-061

23. Fuel tank (300 gallon minimum).	YES	1/4" ALUMINUM DIESEL TANK
24. 3" deck fill-in line with fuel tank.	YES	
25. 1, gun locker.	YES	LOCATED IN TRANSOM LOCKER.
26. 30 gallon freshwater tank w/ wash down.	YES	
27. Diesel heat system.	YES	EBERSPACHER DIESEL HEATER
28. 4, Rule bilge pump 2000 GPH.	YES	
29. 4, Rule float switch.	YES	
30. Hoses for bilge (50 feet).	YES	
31. Clamps for bilge hose.	YES	
32. 4, Thru-hulls for bilge pumps.	YES	
33. PTO hydraulic dewatering pump w/ minimum 200gpm.	YES	3" PACER PUMP. 280 GAL/MIN
34. 2, Sea cocks.	YES	FORESPAR
<u>PROPULTION:</u>		
1. 2, Cummins QSC 8.3 Liter 600HP diesel engines, with remote oil drain capacity, mid hull positioning.	YES	CUMMINS QSC8.3 600HP
2. Stainless steel exhaust elbows with Vetus or equivalent mufflers	YES	CUMMINS WET ELBOWS VETUS MUFFLERS
3. Stainless steel cooling tubing.	YES	
4. Racor Fuel/Water separators.	YES	RACOR 1000
5. 2, Marine transmissions.	YES	ZF286
6. Live PTO's for marine transmissions.	YES	
7. 2, Hamilton HJ 322 water jets.	YES	
8. Manual transmission control	YES	
9. Livorsi standard mechanical controls.	YES	SIX LEVER FOR GEARBOX, THROTTLE AND JET BUCKET
10. Hydraulic steering w/ power assist.	YES	SEASTAR
11. Sea strainers.	YES	VETUS
<u>ELECTRICAL:</u>		
1. 6 kw Northern Lights generator w/ sound shield.	YES	MOUNTED IN AFT BILGE WITH HATCH ABOVE
2. Welded generator exhaust integrated into hull structure, with Vetus or equivalent muffler system.	YES	
3. Freedom HF 1800 inverter/charger.	YES	
4. Weather proof power inlet 30 amp.	YES	MARINCO 30AMP
5. 2, battery disconnect switches.	YES	BLUESEA
6. 2, 12V power ports.	YES	
7. Furuno 6 kw radar antenna.	YES	REFER TO PROPOSAL FOR FULL ELECTRONICS LIST
8. Furuno FA150 AIS.	YES	
9. Furuno electronic heading sensor.	YES	
10. Furuno SC10 satellite compass.	YES	SC110
11. Simrad NSE8 plotter w/ structure scan & sonic hub.	YES	

12.2, ICOM 604 VHF w/ 10db antenna.	YES		REFER TO PROPOSAL FOR FULL ELECTRONICS LIST
13.2, Hailer speakers w/ listen back.	YES		
14. Taiyo RDF w/ adcock antenna.	YES		
15. SeaFlir long range marine multi-sensor imager.	YES		
16. ACR GlobalFix iPro EPIRB w/ sea shelter 3 cover.	YES		
17. Electronic horn.	YES		
18. Blue L/E lights with siren and PA system.	YES		WHELEN LEGACY SOLO SUPER LED
19. Water heater.	YES		INDEL MARINE WITH DECK SHOWER
20. ACR RCL 600A search light.	YES		
21. Aqua Signal Strong halogen deck light.	YES		200W
22. Aqua Signal LED navigation lights.	YES		SERIES 33/34
23. A circuit breaker is to be provided for every system or function.	YES		
24. Circuit breakers are to be AIRPAX IUG type. No fuses may be used	YES		
25. 10% of the total breakers installed are to be provided as spares.	YES		
26. Batteries (4) are to be OPTIMA (p/n - D34M) connected as two pairs in series. One set of two batteries for house electrical loads. The second set is for engine starting.	YES		SIX BATTERIES TOTAL. THREE BANKS OF TWO BATTERIES (HOUSE, START, START).
27. All batteries are to be anchored in a heavy-duty hold-down container. No plastic boxes are to be used.	YES		BILLET PROOF ALUMINUM
28. The electrical panel is to be custom made with engraved legends and is to be divided in 5 sections: AC shore loads, Inverter loads, DC loads, and bilge pump controls.	YES		BASS CUSTOM PANEL
29. Wire ways will be loomed or in raceways and supported at a minimum of every sixteen inches by stainless steel clamps. Nylon coated stainless steel ties or banding will be used in all bilge or engine room areas.	YES		
<u>Commissioning / Documentation:</u>			
1. All mechanical and electrical systems are to be schematically diagramed including all electrical wire codes, terminal blocks, and the contents of the 4X electrical	YES		WILL PROVIDE BOTH ELECTRONIC & HARD COPIES.

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enclosures.			
2. The engine, jet pump, and transmission manuals as well as all mechanical and electronic equipment information is to be supplied in an organized binder format.	YES		
3. A ring buoy and mount shall be supplied.	YES		JIM BOUY 24"
4. Four (4) ball type fenders shall be provided.	YES		
5. A Flare Kit and two (2) ABC 5lb. fire extinguishers shall be provided.	YES		PLUS FIREBOY SYSTEM IN ENGINE BAY
6. Four (4) 5/8" diameter 35 foot long dock lines shall be provided.	YES		
7. A telescopic boat hook with stowage hooks shall be provided.	YES		
<u>Production Review:</u>			
Prior to the commencement of construction of the boat, the Vendor shall schedule an Engineering Conference at the manufacturer's factory with four (4) officials of the City of Long Beach to review in detail the necessary drawings, designs, electrical load analysis, measurements, etc., and samples of welds that may be required to fabricate the boat.	YES		
The Engineering Conference shall be scheduled within forty-five (45) days from the receipt of the award of Contract.	YES		
Two subsequent conferences to review construction at mid-point and to complete builder's trials pre-delivery, shall be scheduled at not less than ten (10) work days notice to the parties involved.	YES		
All expenses incurred for food and lodging, and commercial air and ground transportation from Long Beach Airport to the Vendor's facilities shall be incurred by the Successful bidder. Flights shall be scheduled to take advantage of discount fares and shall be Coach. Lodging and food shall be standard quality.	YES		PRICE INCLUDES FLIGHTS, GROUND TRANSPORT, HOLIDAY INN HOTEL AND \$50 PER PERSON PER DAY FOOD ALLOWANCE

<p>Upscale transportation, lodging, food, and entertainment of any type shall not be acceptable to the <u>City</u>. These costs shall be identified per person in the bidders Cost Proposal.</p>	<p>YES</p>	<p>SEE PRICE BREAKDOWN IN PROPOSAL.</p>
<p><u>Trials, Transit, and Training:</u> 1. All wet trials will be done before delivery. 2. All systems will be tested for a minimum of 2 hours prior to delivery. 3. Transit will be at builders expense by the builder or a qualified, licensed, and bonded marine/boat transfer company. Transit Prep & Delivery afloat to 1249 Pier F Long Beach CA 90802.</p>	<p>YES</p>	<p>WRITTEN REPORT WILL BE PROVIDED.</p>
<p>Training shall consist of 2-day Vessel Training at Delivery covering familiarization, operational procedures and maintenance requirements of all ship board systems. Vessel handling and maneuvering training for twin diesel water jet operation.</p>	<p>YES</p>	<p>TRAINING TO BE PERFORMED AT LONG BEACH PD FACILITIES.</p>
<p><u>Certifications:</u> The vessel will be constructed in accordance with and comply with all applicable United States Coast Guard rules and regulations and American Boat and Yacht Council (ABYC)</p>	<p>YES</p>	
<p><u>Plans and Designs:</u> One set of plans designed to coordinate with these specifications shall be submitted with the bid proposal. Design drawings shall include, but are not limited to, profile plan, deck plan, and interior plan. Bidders/manufacturers agree that these plans and specifications are the joint property of the Bidder and the City of Long Beach. The designee shall approve any publicity releases regarding this project.</p>	<p>YES</p>	
<p>Along with the plans the bidder will</p>	<p>YES</p>	

BID NUMBER ITB FS-14-061

include the bid price total, references for the same vessels in similar service including agency contact information for referral, and Corporate information to include US federal Tax ID#.			
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BID NUMBER ITB FS-14-061

BID SECTION

GRANT FUNDED VEHICLES MUST BE SECURED WITH A PERFORMANCE BOND

\$ 684,517.00 COST FOR VESSEL

\$ 17,112.00 COST FOR PERFORMANCE BOND (non taxable)

\$ 13,750.00 DELIVERY (non taxable)

\$ N/A SALES TAX (No sales tax on new boat builds in RI)

\$ 715,379.00 TOTAL PURCHASE PRICE

ESTIMATED DAY OF DELIVERY 240 Days ARO



ATTACHMENT

Debarment, Suspension, Ineligibility Certification

(Please read attached *Acceptance of Certification and Instructions for Certification* before completing)

This certification is required by federal regulations implementing Executive Order

1. The potential recipient of Federal assistance funds certifies, by submission of proposal, that:
 - Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - Have not within three (3) year period preceding this bid/agreement/proposal had a civil judgment rendered against them for commission of fraud or been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - Are not presently or previously indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above paragraph of this certification; and
 - Have not within a three (3) year period preceding this bid/agreement/proposal had one or more public (Federal, State, or local) transactions terminated for cause of default.
2. Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.



Signature of Authorized Representative

President

Title of Authorized Representative

Naiad Inflatables of Newport, Inc.

Business/Contractor/ Agency

3/11/14
Date

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the Excluded Parties List System at www.epis.gov to make sure that vendors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business. The finding that "Your search returned no results" is an indicator of compliance.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at anytime, your business or persons associated with your business become debarred or suspend, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

If you have any questions on how to complete this form, please contact the City of Long Beach, Business Relations, Purchasing Division at 562-570-6200.



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Reference Information Form

Client/Contractor Name US Navy - Naval Undersea Warfare Center

Project Manager/Contact Name David Jardot E-mail david.jardot@navy.mil Ph. No. 401-824-6295

Address Code 71, Bldg. 119 1176 Howell Street Newport, RI 02840

Project Description 11.8 meter unmanned/manned modular platform

Project Dates (Start and End) 2005-2006 Contract Term(s) 5-6 Milestone Payments Contract Amount \$640,000

Client/Contractor Name US Navy - Panama City

Project Manager/Contact Name Henry Bennett E-mail Bennett_Henry@bah.com Ph. No. 850-890-1454

Address Naval Surface Warfare Center Panama City Division - 110 Vernon Avenue Panama City, FL 32407-7001

Project Description 11.8 meter unmanned/manned modular platform

Project Dates (Start and End) 2005-2006 Contract Term(s) 5-6 Milestone Payments Contract Amount \$595,000

Client/Contractor Name Textron Land and Marine Systems

Project Manager/Contact Name Ray Pilcher E-mail rpilcher@tmls.textron.com Ph. No. 202-637-3880

Address 100 M Street SE Suite 450 Washington, DC 20003

Project Description 12 Meter built as an assault vessel demonstrator

Project Dates (Start and End) 2008-2009 Contract Term(s) 5-6 Milestone Payments Contract Amount \$650,000

Client/Contractor Name PD Industries

Project Manager/Contact Name Paul Dalton E-mail Paulleanna@hotmail.com Ph. No. (709) 363-7700

Address Site 4 Box 13 Cape Broyle NL CA AOA 1PO

Project Description 10 meter pilot/work boat based on law enforcement platform

Project Dates (Start and End) 2011-2012 Contract Term(s) 5-6 Milestone Payments Contract Amount \$325,000

Client/Contractor Name Kiwi Magic, LLC

Project Manager/Contact Name Joseph Milner E-mail Joe@ysrinc.com Ph. No. (401) 862-7104

Address 1601 Forum Place, Suite 1002 West Palm Beach, FL 33401

Project Description Commercial tow/support/rescue based on 11.8 US Navy hull

Project Dates (Start and End) 2006-2007 Contract Term(s) 5-6 Milestone Payments Contract Amount \$625,000

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Naiad Inflatables of Newport, Inc.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 300 High Point Avenue	Requester's name and address (optional)
City, state, and ZIP code Portsmouth, RI 02871	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number : : :
or
Employer identification number : : :

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Maryn. Henriques</i>	Date ▶ 3/11/14
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations sect on 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

INSURANCE REQUIREMENTS

- Contractor shall submit proof of insurability from an insurance company with an: 8 rating {as specified in City AR 8-27} from AM Best Company with bid. Failure to submit this proof will disqualify the bid.
- Successful bidder shall obtain and maintain at its expense until completion of performance and acceptance by the City, from an insurer:
 - Admitted (Licensed) in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of V (Capital Surplus and Conditional Surplus Funds of greater than \$10 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by the City's Risk Manager, or
 - Non-admitted in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of VIII (Capital Surplus Funds or greater than \$100 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by City's Risk Manager.
 - Comprehensive General Liability naming City, its Officials, Employees, and Agents as additional insureds for injury to or death of persons or damage to or loss of property arising from or connected to vendor's performance here-under \$1,000,000 combined single limit for each occurrence and \$2,000,000 General Aggregate.
 - Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
 - Worker's Compensation: As required by California Labor Code.
- Self-insurance of self-insured retention much be approved in writing by City and protect City in same manner and extent as if policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Vendor must furnish to City before performance certificates of insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf, for approval as to sufficiency and form. This insurance shall not be deemed to limit vendor's liability hereunder.
- Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:
 - Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or



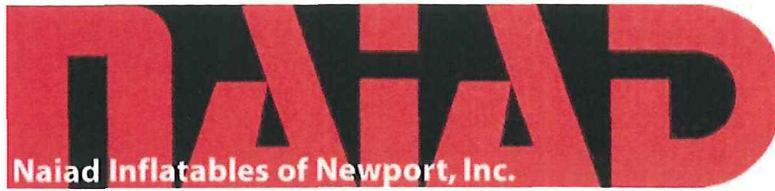
City of Long Beach
 Purchasing Division
 333 W Ocean Blvd/7th Floor
 Long Beach CA 90802

- o Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.
- All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.
- Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- Before any of Contractor's or Subcontractor's employees shall do any work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.
- Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.
- Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

By submitting a signature below, Bidder promises that insurance requirements can be provided as requested.

Printed Name: Stephen Connett, Jr. Title: President

Signature: *Stephen Connett, Jr.* Date: 3/11/14



BID PACKAGE ITB FS-14-061

SUBCONTRACTOR LIST

Luther's Welding
500 Wood Street
Bristol, RI 02809

Fabrication and welding of fuel tank at an estimated price of \$5,500

Titone Custom Metalworks, Inc.
590 Fish Road
Tiverton, RI 02878

Fabrication and welding of t-top and specialty pipe work at an estimated price of \$10,000



13 March 2014

City of Long Beach
Multi- Purpose Vessel for Port Security
Bid # ITB FS-14-061

Technical Proposal
Proposal No. 2014-2



City of Long Beach
Multi-Purpose Vessel for Port Security
Bid # ITB FS-14-061



11.8 Meter Twin Diesel Jet Search and Rescue



Submitted by:

Naiad Inflatables of Newport, Inc.

300 High Point Avenue Portsmouth, RI 02871

Phone: (401) 683-6700 Cell: (401) 481-7361 Fax: (401) 683-6660

E-mail: Steve@naiadnewport.com Website: www.naiadnewport.com

March 13, 2014



13 March 2014

Naiad –History

Naiad Design, Ltd. has been a world leader in the design and construction of rigid hulled inflatable boats (RHIBs) since 1975. When Naiad first entered the market, existing companies were simply attaching a hard hull to an inflatable vessel, with a focus on tube design. Naiad decided on a different approach.

Naiad Inflatables of Newport, located in Portsmouth, RI is the licensed builder for North and South America. Naiad Newport was incorporated in 2003 and currently is producing vessels for the US Coast Guard, US Department of State, US Navy, US Marine Corps, and for private owners for commercial and pleasure use. Naiad Newport is a veteran-owned US corporation. Naiad Newport has a production teaming agreement with Textron Marine and Land to pursue and produce vessels for large scale US military projects.

Instead of concentrating on the buoyancy tubes, Naiad worked on designing high performance hulls to suit the RHIB concept, rapidly building respect and a strong reputation for hull design and strength. In addition we realized that existing RHIB's had non-detachable buoyant fenders. We decided to make the fenders relatively cost effective and easy to replace. This greatly improves the value of our products to our customers. Our fenders were fitted to the hull as non-structural components, easily removed for repair or replacement.



As Naiad's concept was entirely new, Naiad tested their first 100 boats for five years. The system proved to be excellent, and we have continued to improve our designs for the last two decades. In fact, Naiad's attachment system has been tested and approved by Lloyds.

Not only was Naiad the first in the world to utilize removable fenders, we were also the first to design cabin structures for inflatable vessels that provide protection from the elements.

Ranging in size from 2.5 meters to 24 meters and powered by outboards, diesel jets, diesel shafts, stern drives, and surface drives, Naiad vessels are now used by governments around the world for customs surveillance, fisheries protection, police, and coast guard duties. Naiads are also used for fishing, diving, surveying, piloting, tourism, and as tenders for yachts and yacht clubs. Naiad is currently working with the US Navy developing 7.0 and 11.0 meter unmanned vessels, and has build special forces vessels for the USMC, New Zealand Army, and Australian Navy.

The soft ride and predictable handling of Naiad RHIB's makes them easy to drive in rough conditions while maintaining excellent speed.

The New Zealand Coastguard is impressed by the safety and predictability of Naiad RHIB's which are uniquely capable of handling the extremely rough conditions of coastal New Zealand. More than 75% of Coastguard units now use Naiad as their principle vessel for Search & Rescue operations.



Construction Method

Over 26 years of designing and building commercial RHIBs has allowed us to refine our complex variable V hull shape. Naiad hulls provide the best rough water handling to maximize speed, safety, and comfort.



Our exceptionally strong hulls are constructed in fully welded marine grade aluminum. Naiad uses closely spaced frame and stringer construction to support the heavy marine grade aluminum plate. Our tight frame spacing allows for a far more complex hull shape than our competitors, giving our boats a performance advantage in all sea conditions.

This form of hull construction reduces hull weight, while increasing hull rigidity and strength. Our stepped-hull designs, a standard feature of our outboard and inboard/sterndrive models, lower fuel consumption and increase top speed by reducing frictional drag on the hull. As a result Naiads are faster, lighter, stronger, safer, and better riding than any similarly sized and powered offerings on the market. The steps are clearly visible in the photo of the 10 meter below undergoing sea trials.

All Naiads are also available with standard non-stepped hulls as a no-cost option.



The fully welded structure accurately controls the form of the hull and ensures optimum strength enabling the hulls to withstand the extreme loads of operating at speed in heavy seas during military and rescue operations.

The deck is fully welded forming a high volume of sealed buoyancy between the hull and deck. A large channel in the form of a recess in the deck provides extra longitudinal strength and housing for fuel tank without penetrating the sealed hull space.

The construction method far exceeds normal requirements, and reflects Naiad's approach to engineering vessels capable of withstanding "extreme" conditions.

Capabilities

Naiad specializes in the custom design and building of rigid hulled inflatable boats, using AutoCAD, Rhino, and the naval architecture software "Maxsurf". Naiad leverages its extensive knowledge bank of over 200 proven hull designs when considering customer requirements.

For this project Naiad has specified its optional foam collar system. This system has proven reliable in over a decade of severe commercial and military service. Currently this system is in use by the US,

Australian, and New Zealand militaries as well as dozens of pilot associations and other commercial entities worldwide. This system is easily repaired in the field if damaged.



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City of Long Beach
Multi- Purpose Vessel for Port Security
Bid # ITB FS-14-061

Technical Proposal
Proposal No. 2014-2

Unlike our competitors foam systems, Naiad uses a larger foam section which provides far greater protection for the crew and vessel in boarding situations without sacrificing durability or serviceability. This system is visible below on USMC hull 10008 (10.0 meters in length) during training in January 2008. These Naiads are currently on deployment in Iraq.

There are currently two versions of this system. One has a foam core with polyurethane fabric cover which gives it the appearance of a traditional RHIB. This system is mechanically attached to the vessel and has proven extremely popular with the USCG and our commercial customers.

The other system uses the same foam core with a sprayed on polyurea or polyurethane coating. This is often used by the military and our larger commercial vessels as it is very easily field repaired if damaged in service or combat. There are several coatings available that are chosen based on the type of intended service of each vessel.





PD Industries – 10 meter cabin boat with D-shaped foam core fender system



Kiwi Magic – Commercial 11.8 meter based on U.S. Navy hull



13 March 2014

City of Long Beach
Multi- Purpose Vessel for Port Security
Bid # ITB FS-14-061

Technical Proposal
Proposal No. 2014-2



Proposal

Naiad 11.8 Meter Search and Rescue Diesel Jet Power

Dimensions:

LOA: 11.8 Meters (38'9")
BOA: 3.6 Meters (11'9")
Deadrise: 21 degrees at transom
Estimated Weight with Diesels: 15,300 pounds fully fueled
Fuel Capacity with Diesels: 300 gallons

Top Speed - Estimated 47 knots in light load condition

Sister ship data:

11801, US Navy, 44 knots in light load condition
11802, US Navy, 44 knots in light load condition
11803, Commercial, same hull configuration, 48 knots in light load condition
12001, Military, 49 knots in light load condition

There are approximately 30 Naiads of this class in service worldwide in law enforcement and military duty, including Special Forces. Naiad Inflatables of Newport currently has six twin diesel jet vessels ranging from 10.2 to 16 meters in length under construction at our facilities in Tiverton and Portsmouth, RI in addition to shaft, outboard, and diesel stern-drive Naiads.

Range in excess of 200 nautical miles @ 30 knot cruising speed with standard tank.



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City of Long Beach
Multi- Purpose Vessel for Port Security
Bid # ITB FS-14-061

Technical Proposal
Proposal No. 2014-2

Hull Specifications:

- 1/4" marine grade 5086 aluminum alloy hull using floating frame and stringer construction
- 3/8" 5086 transom and CVK
- 500mm spacing between frames
- Two watertight bulkheads, three separate sealed compartments
- Smooth deck plate with 3M Safety-Walk on deck surfaces
- Reinforced 1/4" 5086 vertical inwales
- Isolated fuel tank well
- Soft patch (removable deck) over fuel tank
- Access hatches for fuel sender and tank fittings
- Access hatches for visual inspection of hull void bilges
- 3/16" aluminum console
- Watertight hatches for aft storage/machinery compartments
- 4" schedule 80 aluminum tow post aft with one inch solid cross pin.
- 4" schedule 80 aluminum tow post forward with one inch solid cross pin.
- Forward post has integral mounting base for M60 hard point.
- Forward keel padeye, integral to CVK
- Twin SS Wichard 12,000 lb tie-down padeyes on transom
- Twin SS Wichard 12,000 lb tie-down padeyes forward in vertical chines
- Twin Beckson drain plugs in transom, spares provided
- Lifting points designed into inwales and transom structure for crane loading
- (4) Four lifting points
- (6) Six 10" aluminum cleats welded to top of inwales, two forward, two mid, two aft
- Boarding platform over jets
- Aluminum freeing ports for aft and foredeck areas
- Scuppers have closures (scupper covers)

Fendering Specifications:

- D-Shaped foam Naiad fendering system
- Patented and Patent Pending mechanically attached fendering system
- EVA foam core with polyurethane fabric mechanically tensioned cover
- Choice of colors on outer covering
- Two rows of protective belting. Choice of black, grey, or white.
- Repair kit standard

Console Specifications:

- Diamond Sea Glaze or American Marine tempered glass windshield
- Choice of tint colors and level of tint
- Standard grey tint.
- Overhead red/white light
- T-top style hardtop with mounting points for antennas and lights
- T-top will have aluminum top skin



13 March 2014

City of Long Beach
Multi- Purpose Vessel for Port Security
Bid # ITB FS-14-061

Technical Proposal
Proposal No. 2014-2

- Full removable Eisenglass enclosure
- Diesel-fired heating system for enclosure, includes defrost for windshield
- Electric windshield wiper/washer system

Lifting System:

- Vessel is equipped with four lifting points in the inwale structure standard
- System has been certified and tested on parent craft

Handrails/Railings:

- Handrails appropriately placed on console and inwale structures

Seating:

- 4 Llebroc Tradewinds Series II seats
- Mounted on pedestals

Electronics/Navigation:

- Furuno navigation package
- Furuno MFD12 Display
- Furuno 6 kW open array radar antenna
- Furuno WAAS GPS antenna
- Furuno electronic heading sensor
- Furuno FA 150 AIS Transceiver
- Furuno SC110 satellite compass
- Simrad NSE8 plotter with structure scan and sonic hub
- ICOM M604 VHF Radio with DSC
- Shakespeare VHF Antenna with SS ratchet mount
- Whelen WPA112 Siren Amplifier and WPA control head
- Dual speakers
- ACR Global Fix iPro EPIRB, with sea shelter 3 cover
- Taiyo TD-L1550A RDF with Adcock antenna
- SeaFlir 618CS, gyro-stabilized
- Ritchie compass, SS2000

Electrical Systems:

- Installation of electrical system, panel and lighting
- 12V Aqua Signal LED navigation lights
- 12V LED lights for Towing operations
- 2 12V Engine starting banks with Odyssey AGM batteries
- Battery hold down trays, no plastic boxes
- Blue Seas battery switches, 1-2-Both for both banks



13 March 2014

City of Long Beach
Multi- Purpose Vessel for Port Security
Bid # ITB FS-14-061

Technical Proposal
Proposal No. 2014-2

- Custom Bass Products circuit breaker panel with AIRPAX IUG type breakers. Panel will be sub-divided as specified.
- Circuit provided for every system/function
- 10% reserve capacity provided
- (2) 12V lighter style electrical outlets
- (4) 12V light in cuddy cabin (red/white)
- (1) 12V light in console (red/white)
- (1) Aqua Signal Series 80 halogen flood light
- (1) LED deck light aft
- (2) 12V LED courtesy lights at deck level on console
- ACR RCL-600A Remote Control Searchlight system
- Single blue law enforcement light bar, Whelen
- All wiring Ancor brand USCG approved cable
- All wiring secured with T&B premium wire ties where applicable
- Cress clamps used where applicable
- All connectors heat shrink style Ancor brand
- Battery cables use adhesive lined heat shrink at ends
- Battery lugs are Ancor brand fully tinned lugs for corrosion resistance
- 12V electric horn
- Electric windshield wiper with fresh water wash system
- Freedom HF 1800W Inverter/Charger
- Marinco 30A 125/240V shore power plug and 50' cord included with inverter/charger option
- (2) 120V AC outlets on console
- Lewmar anchor windlass with control locally and at helm

Generator:

- 5 kW Northern Lights diesel generator option
- Exhaust integrated into hull structure
- Vetus muffler

Diesel Power:

- Twin Cummins QSC 8.3 liter 600 HP Diesel Engines
- ZF marine transmissions
- Transmissions are engaged/disengaged manually.
- Backflush and neutral capability
- Live PTOs on both transmissions
- Mid-hull positioning
- Vessel View LCD displays
- SS destroyer style wheel
- Twin Racor fuel filter/water separators
- Fuel shutoff valves for both engines
- Shutoff valves on inlet and outlet side of filters (4 total)
- Hydraulic steering with power assist
- SS tie bar



13 March 2014

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Multi- Purpose Vessel for Port Security
Bid # ITB FS-14-061

Technical Proposal
Proposal No. 2014-2

- Livorsi 6 lever-style mechanical controls
- Hamilton HJ322 Water Jets
- Insulated engine compartment
- Vetus air intakes with dorades
- Fire suppression system
- Twin sea strainers with sea cocks
- Eurocarden steel shafts
- Remote oil change system (FLOCS)
- Engines will be equipped with kill switch and lanyard
- SS exhaust risers
- Vetus mufflers

Plumbing:

- 300 gallon ¼" aluminum fuel tank located below deck in tank well
- Tank well has passive ventilation
- 3" high speed fuel fill
- Fill has straight access to tank to allow for manual sounding
- Twin 5/8" fuel vents with stainless fitting
- 30 gallon water tank
- Shur-Flo washdown system
- Water heater
- Bilge pumps (4)
- Sea Strainers (3)
- Sea Cocks (3)
- Overboard discharges (3)

PTO Driven De-Watering Pump:

- 280 GPM hydraulically driven pump
- Driven off PTO port on transmission
- Hydraulic reservoir tank
- 3" aluminum cam lock on deck for remote suction hose
- Overboard discharge

Safety Equipment (non-fire suppression):

- (1) 24" life ring with retrieval line and MOB light, mounted
- (4) 2000 GPH Rule Electric bilge pumps with Rule switches
- Individual thru-hull discharges
- Marpol and Oil discharge plaques
- Labels for fuel shut-off locations and safety gear
- (1) Aqua Signal 12V electric horn with Cole-Hersee button on dash
- Windshield wiper for helm windows (2 wipers)
- Flare kit



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City of Long Beach
Multi- Purpose Vessel for Port Security
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Technical Proposal
Proposal No. 2014-2

Fire Suppression:

- (2) Kidde B1 portable fire extinguishers, 5lb.
- USCG approved metal brackets with release pins
- Engine room fire suppression system

Outfit:

- (4) New England Ropes 35' x 5/8" nylon mooring lines
- (4) ball type fenders
- (4) 10' x 3/8" fender whips
- (1) One telescoping boat hook w/clip mounts
- (1) Fortress anchor #FX11 or equivalent galvanized 26 pound Danforth style anchor with (2) 3/8" shackles, (1) 3/8" eye-eye swivel,
- 250' anchor rode
- 50' x 1/4" galvanized chain
- Lewmar windlass system with dual controls
- (1) spare parts/tool bag
- Lifting Slings and shackles optional
- Push knee system for bow, removable
- Tow reel with 600' Amsteel Dyneema 9/16" line

Galvanic Protection:

- Two zincs on transom
- Zincs on jets
- Galvanic isolator in shore power tie provided with charger/inverter option

Documentation:

- Operations manual provided
- Certifications and drawings as applicable
- Manufacturers manuals for all equipment

Paint:

- Two coats of black Trilux 33 on bottom
- Rest of vessel is unpainted standard, but may be painted at additional cost



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Technical Proposal
Proposal No. 2014-2

Decking:

- 3M Safety-Walk with 3M edge seal. Dark grey.
- Installed on main deck

Training:

- Training provided in Long Beach as specified in solicitation

Shipping/Storage Cradles:

- Custom shipping cradle
- Transportation to Long Beach



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Total Cost of Vessel: \$684,517.00

Transportation/Delivery Cost: \$13,750.00

Cost For Performance Bond: \$17,112.00

Total Production Review Costs: \$12,456.00

Breakdown:

Flights - \$770 per person

Hotel - \$198 per person

Food - \$50 per person

Transportation fees - \$20 per person

Total: \$1038.00

Total Costs (4 people/3 trips) = \$12,516.00





Naiad Rigid Hull Inflatable Warranty

Naiad Inflatables' Standard Warranty is as follows:

Naiad Inflatables of Newport, Inc warrants each new aluminum hull and tube system to be free from defects in material and workmanship under conditions of normal use and service. For the aluminum hull and cabin structure this covers all aluminum structure and welding. The hull, cabin, and the fuel tank are warranted for a period of ten years.

The inflatable tubes are covered for any weld or seam failure, attachments or glued accessories or materials failure that results from normal use. All of these items will be covered for a period of five years from the original date of purchase.

The solid foam pontoon system will have a 3 year warranty against engineering and construction defects.

Components of the vessel (such as electrical, fuel, and other systems) installed by Naiad will be warranted by Naiad for three years from date of purchase.

Components of the vessel not manufactured by Naiad Inflatables are covered by their respective manufacturers. Electronic equipment and engines are examples of such components. Naiad is not responsible and extends no warranty for defects in material and workmanship in such manufactured components. Any warranties on parts or constituent elements are limited to those provided by the manufacturer of such components. Naiad does and will provide logistic support to facilitate any warranty claims on manufactured components when required.

The inflatable or foam tube system warranty is limited to repair, or at Naiad's option, replacement of inflatable tube systems suffering from any defects described above during the warranty period. The owner is requested to notify Naiad Inflatables of any defect within 15 days of discovering defect. Naiad will then advise the owner of where to send, freight pre-paid, the part to be repaired or replaced. The part must be thoroughly cleaned or Naiad will charge a cleaning fee of \$350.00 US. Repairs covered by this warranty will be returned to the owner at any location within the continental U.S. at Naiad's expense. In the event that sending the damaged tube system back to the factory becomes cost prohibitive or impractical, arrangements will be made for repair at a local facility approved by Naiad. Repairs to the tube systems may also be made by the owner under Naiad's supervision. Naiad's foam fendering system can easily be repaired in the field if damaged.

Naiad's judgment is final concerning the extent of items covered under the warranty. Any repair made as a result of accident, neglect, alteration, tears, punctures, abrasions, or abuse will be made at a charge to the owner. Naiad Inflatables does not assume responsibility for losses or damage resulting from shipping in connection with repairs or warranty work.



13 March 2014

City of Long Beach
Multi- Purpose Vessel for Port Security
Bid # ITB FS-14-061

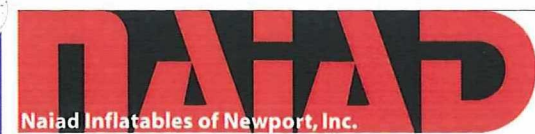
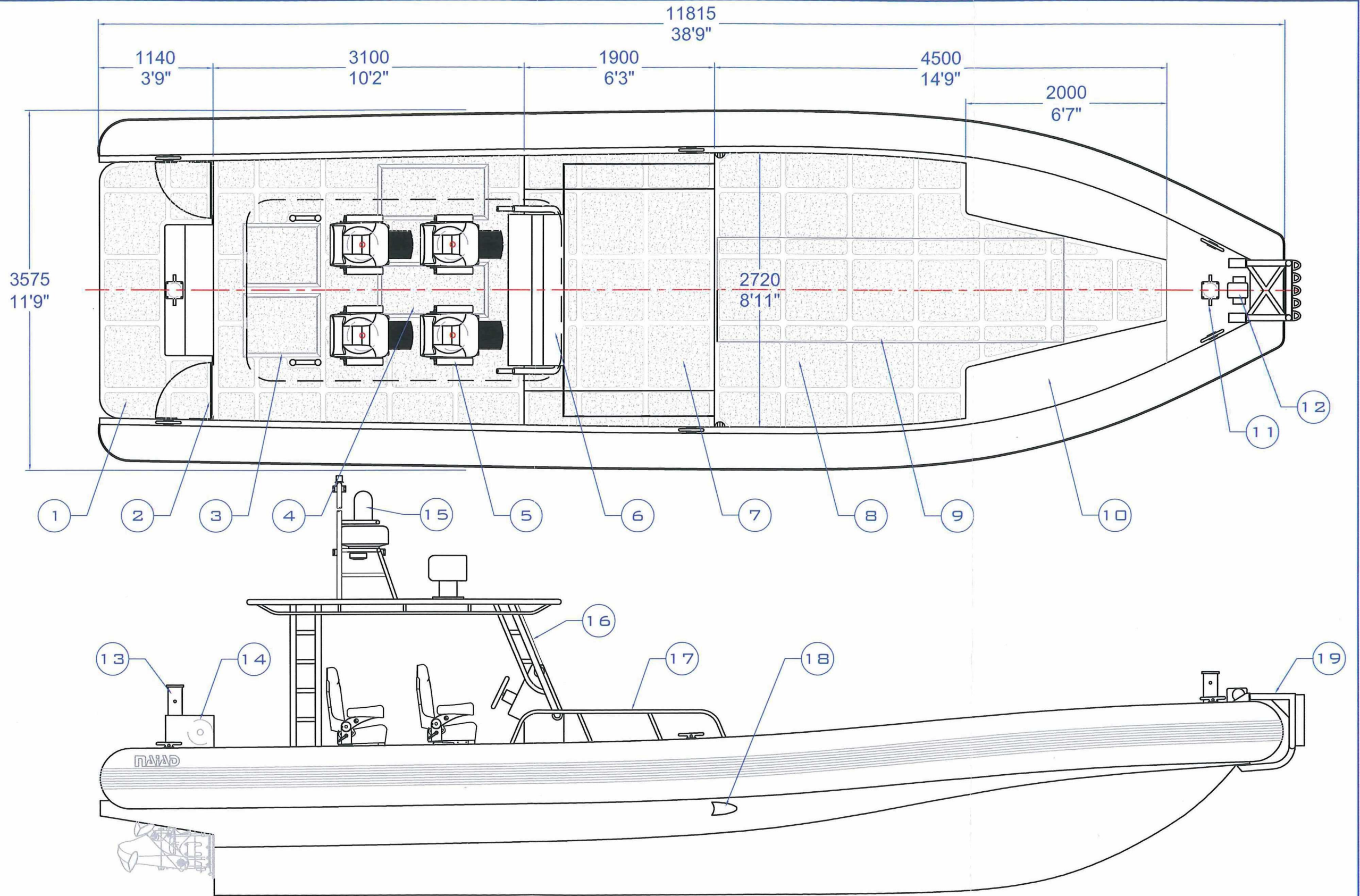
Technical Proposal
Proposal No. 2014-2

Any warranty repairs to the hull structure shall be made at the Naiad facility in Portsmouth, RI. If Naiad determines that this is not feasible, Naiad may select a qualified facility to complete such repairs. Whenever possible, Naiad will confer with owner to select a facility that is mutually acceptable. However, Naiad's decision in this matter shall be final. This warranty is voided if any portion of the covered portions of the vessel have been repaired or altered outside the Naiad factory if in the judgment of Naiad these repairs or alterations have affected the serviceability or reliability of the vessel.

This warranty shall be in lieu of any other warranty, expressed or implied including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. The parties agree that the owner's sole exclusive remedy against Naiad Inflatables shall be repair or replacement as provided herein and shall not, in any case, exceed the price of the equipment or part and its installation on which such claim, repair or replacement is based. The owner agrees that no other remedy (including, but not limited to, incidental or consequential loss) shall be available to the owner. The owner and user of a Naiad Inflatables product is responsible for determining its suitability for any and all selected uses and assumes all risks in connection therewith. Naiad is not responsible or liable for personal injury in connection with the use of this product. Corrections of non-conformities or defects in the manner and from the period of time provided herein, shall constitute fulfillment of all liabilities of Naiad to owner, whether based on contract, negligence or otherwise with respect to or arising out of such equipment.

Owner's Signature _____ Date _____
Address _____
Vessel's Hull # _____ Vessel's Tube # _____

- | # | DESCRIPTION |
|----|----------------------|
| 1 | BOARDING PLATFORM |
| 2 | TRANSOM DOORS |
| 3 | JET ACCESS HATCHES |
| 4 | BILGE ACCESS HATCHES |
| 5 | LLEBROC SEATS |
| 6 | CONSOLE |
| 7 | ENGINE COVER |
| 8 | 3M SAFETY WALK |
| 9 | FUEL TANK SOFT PATCH |
| 10 | FWD CUDDY LOCKERS |
| 11 | FWD SAMPSON POST |
| 12 | WINDLESS |
| 13 | AFT SAMPSON POST |
| 14 | TOW REEL |
| 15 | FLIR CAMERA |
| 16 | WINDSCREEN |
| 17 | SIDE HANDRAILS |
| 18 | FWD DECK DRAINS |
| 19 | PUSH KNEE |



NAIAD INFLATABLES OF NEWPORT INC
 1 LAGOON RD, SUITE 7
 PORTSMOUTH, RI. 02871
 PHONE: 401-683-6700
 FAX : 401-683-6660
 E-MAIL: INFO@NAIADNEWPORT.COM

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REV	DATE	DESCRIPTION

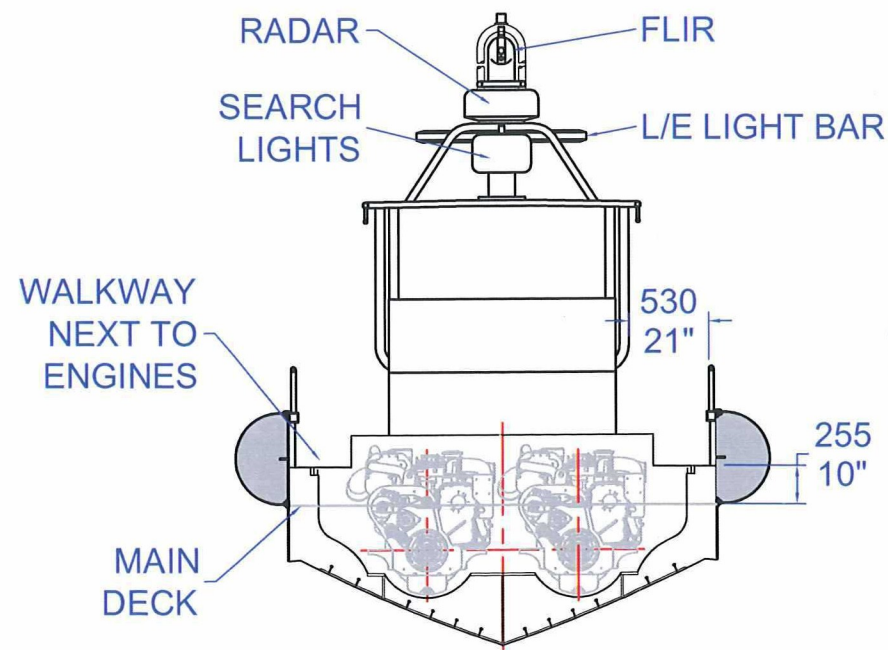
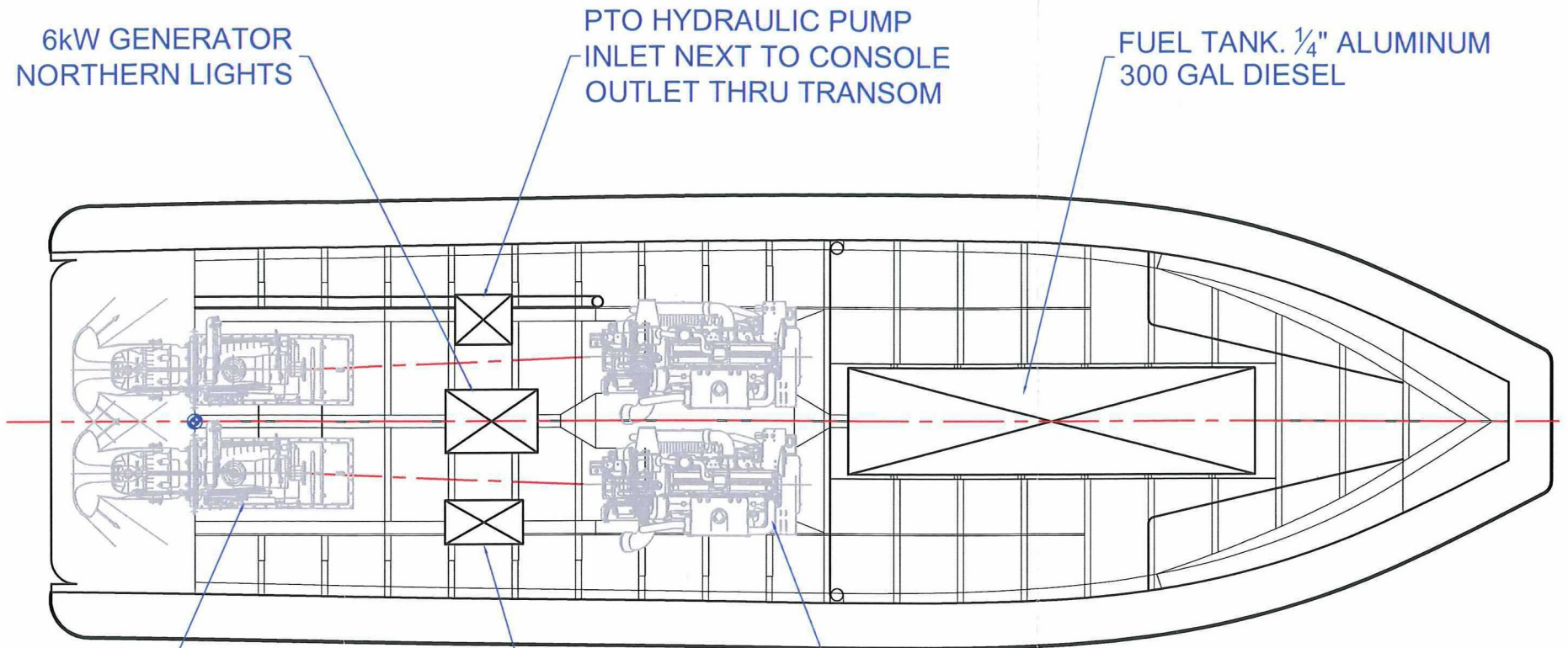
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DESIGNER : MB
 DRAWN BY: MB
 CHECKED :
 APPROVED:

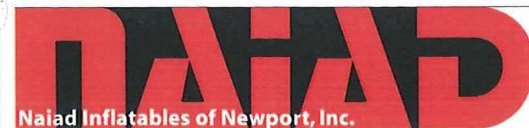
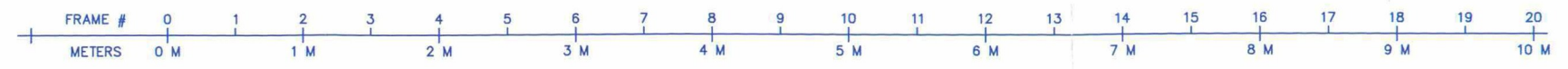
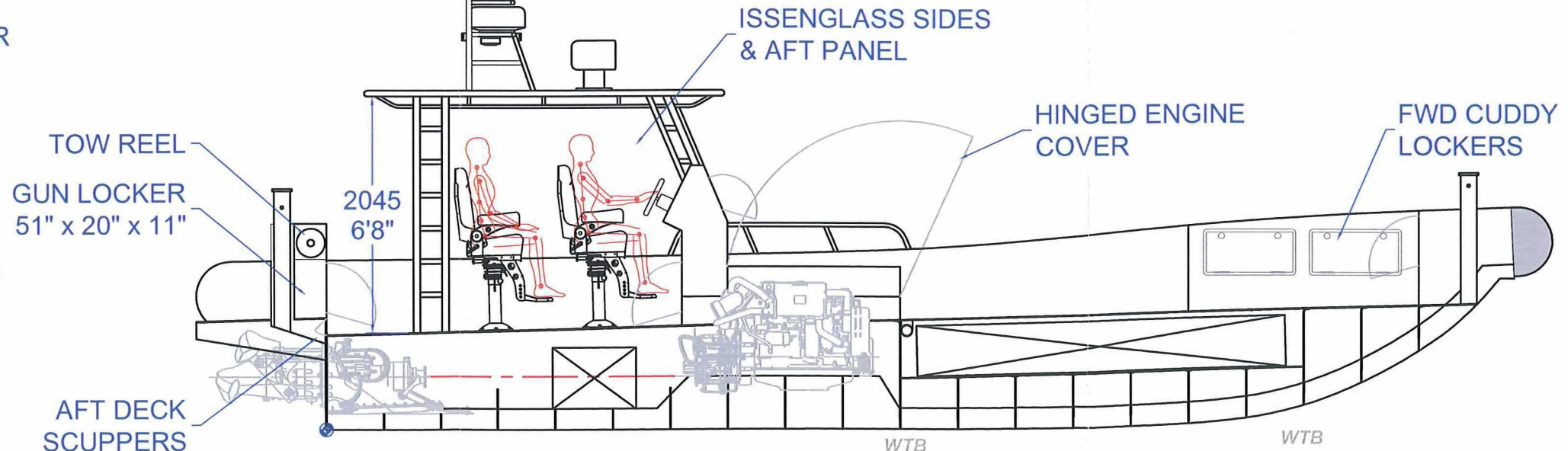
PROJECT: 11.8M PATROL
 CLIENT: LONG BEACH POLICE

TITLE: EXTERIOR DETAILS

11'x17' ORIGINAL DRAWING NO: 118xx DATE: 3/5/14 SCALE 1:40 ISSUE A



SECTION AT FRAME 9
LOOKING AFT



NAIAD INFLATABLES OF NEWPORT INC
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PORTSMOUTH, RI. 02871
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REV	DATE	DESCRIPTION

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DESIGNER : MB	PROJECT: 11.8M PATROL
DRAWN BY: MB	CLIENT: LONG BEACH POLICE
CHECKED :	
APPROVED:	

TITLE: INTERIOR DETAILS
DATE: 3/5/14
SCALE 1:50
ISSUE A



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6020
purchasingbids@Longbeach.gov

February 28, 2014

NOTICE TO BIDDERS

ADDENDUM NO. 1

**ITB FS 14-061 MULTI-PURPOSE PATROL VESSEL
FOR LONG BEACH POLICE DEPARTMENT**

Questions and Answers have been submitted to the City of Long Beach.

1. Question: HULL 11: How many Llebroc Tradewind Series II seats? 2 or 4?
Answer: Four (4) Seats-Forward facing.
2. Question: HULL 12: Forward cuddy with storage bunks. Is this for crew accommodation, or storage only?
Answer: Storage only.
3. Question: HULL 25: Gun locker. Do you have a minimum size? Do we need to include a rack and lockable door?
Answer: Minimum dimensions 48"H x 16"D x 24"W, locking door, LBPD will provide rack.
4. Question: PROPULSION 3: Stainless Steel cooling tubing? Can you please be more specific? Do you mean raw water piping for the engines? We normally use hose for this.
Answer: Delete stainless cooling tube, raw water piping to consist of standard marine grade hose.
5. Question: ELECTRICAL 10: Furuno SC10 Satellite compass. This does not seem to be available. Did you mean a SC30 or SC110?
Answer: Furuno SC110

6. Question: ELECTRICAL 11: Simrad NSE8 plotter w/structure scan and sonic hub? Just want to confirm you are happy to mix electronics brands? ie Furuno Radome with Simrad plotter.

Answer: Separate redundant systems, Simrad NSE8 w/ LSS 2HD processor for Structure scan w/ through hull pair

7. Question: ELECTRICAL 14: Taiyo Radio Direction Finder. Which Model? There are many to choose from and the price varies greatly.

Answer: Taiyo RDF model #TD-L 1550A w/ antenna (H type, model # EA351A)

8. Question: ELECTRICAL 15: SeaFlir long range multi sensor? Several models and price fluctuations 3K to 30K.

Answer: Flir 618CS-gyro stabilized

Bid due date has been extended to: March 13, 2014 @ 2:00 pm

Bids are to be submitted to:

City of Long Beach
City Clerk/Michelle King
333 W. Ocean Blvd.
Long Beach, CA 90802

A public bid opening will be held at on the due date and time at the location they are due.

Prepared By: Michelle King Date: February 28, 2014
Buyer

Acknowledged By: Naiad Inflatables at Newport
Company Name

Stephen Connett Jr.
Print Name

President
Title

[Signature]
Signature

2/28/14
Date

You are required to submit this document with your bid. Failure to do so will disqualify your bid.



TABLE OF CONTENTS

- I. Bid Package ITB FS-14-061**
 - Corporate forms with Certified Corporate Resolution
 - California all-purpose acknowledgement

- II. Compliance Matrix**

- III. Bid Section**
 - Cost Breakdown
 - Debarment Certification
 - Reference Information Form
 - W-9 Form
 - Insurance requirements:
 - Proof of Insurability
 - Subcontractor List

- IV. Technical Proposal**

- V. Drawings**
 - Exterior Layout
 - Interior Layout

- VI. Addendums**
 - Addendum No. 1