### STATE OF LOUISIANA SOUTHEASTERN LOUISIANA UNIVERSITY HAMMOND, LOUISIANA

A Member of the University of Louisiana System

### INVITATION TO BID

TO

## FURNISH AND DELIVER BODY CAMERAS, SOFTWARE & MAINTENANCE FOR SOUTHEASTERN LOUISIANA UNIVERSITY POLICE DEPARTMENT

ISSUING AGENCY: Southeastern Louisiana University

**Purchasing Department** 

SLU 10800

Hammond, LA 70402

DIRECTOR OF PURCHASING: Richard Himber

Telephone: (985) 549-2064

PURCHASING AGENT: Monette Scott

Telephone: (985) 549-5324

REQUISITIONED BY: Michael Beckner

Telephone: (985) 549-2318

RELEASE DATE: January 11, 2024

FAX INQUIRY DEADLINE: January 18, 2024

BID OPENING DATE: February 1, 2024

BID OPENING TIME: 4:00 p.m., Central Time

BID OPENING LOCATION: Southeastern Louisiana University

**Purchasing Department** 

Property Control & Supply Building North Oak Street Maintenance Complex

Hammond, Louisiana

NOTE: THIS SOLICITATION IS A SEALED BID AND MUST BE RETURNED BY MAIL OR DELIVERED IN PERSON. BID RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES SHALL BE REJECTED.

This ITB is available in electronic format <a href="https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/dspBid.cfm?search=department&term=42">https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/dspBid.cfm?search=department&term=42</a>. It is available in PDF format or in printed form by submitting a written request to the Procurement Specialist listed above. It is the Bidder's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. Southeastern is not responsible for a bidder's failure to download any addenda documents required to complete an Invitation to Bid.

### STATE OF LOUISIANA

### SOUTHEASTERN LOUISIANA UNIVERSITY

### HAMMOND, LOUISIANA

The Southeastern Louisiana University (SLU) Purchasing Department will receive sealed bids until 4:00 P.M. on the bid opening date specified in the solicitation document. bid responses will be considered by the SLU Purchasing Department after 4:00 P.M.
Beginning at that time, bids shall be publicly opened and read aloud to those present in the SLU Purchasing Department.

Southeastern LA University Delivery: Mail address:

Purchasing Department

SLU 10800

Hammond, LA 70402

Southeastern LA University

Purchasing Department

Property Control & Supply Bldg

2400 North Oak St.

Hammond, LA 70402

Bids submitted are subject to LA R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; General Conditions; any Special Conditions; and Specifications listed in the solicitation document.

The purpose of this solicitation is to set forth the requirements and specifications of Southeastern Louisiana University. The contents of this solicitation and the Bidder/Vendor/ Contractor's bid response shall become contractual obligations if a contract (purchase order) ensues.

### INSTRUCTIONS TO BIDDERS

- 1) Bid Forms: Per LA R.S. 39:1556, all written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed in ink or electronic signature by an authorized representative of the bidding entity. Bids submitted in the following manner will not be accepted: (1) Bid contains no signature indicating intent to be bound; (2) Bid filled out in pencil; (3) Bid sent by facsimile equipment or email. Price alterations to bid responses received before bid opening time will be considered provided the written price alteration has been received and timestamped before bid opening time. Any other alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response without further consideration.
- 2) Standard of Quality: Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder should specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation document.
- 3) Descriptive Information: Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.
- 4) Bid Opening: Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting the SLU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.

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- 5) Louisiana Preference: Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response and the bidder should state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.
- 6) Notice of Special Programs Available for Small Business: https://www.opportunitylouisiana.com/small-business/special-programs-for-small-business
- 7) Signature Authority: In accordance with LA Revised Statute 39:1594 (Act 121), the person signing the bid must be: (1) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or (2) An individual authorized to bind the vendor as reflected by an accompanying or as provided upon request a corporate resolution or affidavit. By signing the bid, the bidder certifies compliance with the above.

### GENERAL CONDITIONS

The SLU Purchasing Department reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

- Prices: Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination - SLU, Hammond, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by SLU in the solicitation document.
- 2) Payment Terms: Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 3) Delivery: Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.
- 4) Taxes: Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.
- 5) New Products: Unless specifically called for in the solicitation document, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.
- 6) Default of Contractor: Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 7) Contract Cancellation: The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

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- 8) Applicable Law: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 9) Equal Opportunity: By submitting and signing this bid, bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor.

By submitting a response to this solicitation, the bidder or proposer certifies and agrees that the following information is correct: In preparing its response, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject the response of the bidder or proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

10) Piggyback: Other Louisiana Governmental Agencies may purchase at the same terms and conditions if agreed upon by awarded bidder.

A Member of the University of Louisiana System

Rvsd. 1/2021

### SOUTHEASTERN LOUISIANA UNIVERSITY

### BID RESPONSE SIGNATURE FORM

BIDDE	R'S NAME:							
TELEP!	HONE NO:		F	AX NUMBER_				
MAILI	NG ADDRESS:							
		ADDRES	SS	CITY		STATE	ZIP CODE	
SCOPE	SCOPE: Furnish and deliver Body Cameras, Software and Maintenance per specifications to the Southeastern Louisiana University Police Department.							
SOFTWARE AND MAINTENANCE CONTRACT TERM: Initial Software and Maintenance term twelve (12) months, billed annually for services. Thereafter may be renewed for consecutive terms of one year, unless a party gives written notice at least sixty (60) days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.								
I/we do hereby acknowledge receipt of the following addenda (if any):								
	No	Dated		No	_ Dated_			
OTHER REQUIREMENTS:  Bidder shall include the cost of transportation and handling in the unit price of each item offered - F.O.B.  University, Hammond, LA.								
	The bidder should attach illustrations and descriptive literature of the item(s) offered to the bid response form for evaluation purposes.							

### TO THE VENDOR:

Whenever brand name specifications or catalogue numbers are used to describe the standard of quality, performance and other characteristics, the use of such specifications shall not restrict, unless otherwise specified, the submission of equivalent products.

THIS SOLICITATION IS A SEALED BID AND MUST BE RETURNED BY MAIL OR DELIVERED IN PERSON. BID RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES SHALL BE REJECTED.

TERMS: Net 30 Prox., F.O.B. University Receiving Station, Hammond, Louisiana.

TAXES: Any taxes, other than state sales and use tax, shall be included within the bidder's unit price. The University is currently exempt from state sales and use tax.

The attached Instructions to Bidders and General Conditions shall be a part hereof.

\*\*\*\*\*Equipment to be purchased initially. Vendor to provide unit price cost for all equipment items and setup. Software and Maintenance to be provided on an annual basis. Vendor to provide annual cost for all software components and maintenance.\*\*\*\*\*

Based upon the mutual agreement of the successful Bidder and Southeastern Louisiana University, this contract may be extended for four (4) additional twelve (12) month periods at the same prices and terms and conditions.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature at all times. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract, the contract shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated.

THIS BID RESPONSE SUBMITT	ED BY:		
AUTHORIZED OFFICER:			
	Signature	(Print or Type Name)	
TITLE:		DATE:	

# SOUTHEASTERN LOUISIANA UNIVERSITY BID RESPONSE FORM CONTINUED ALL OR NONE BID \*\*\*\*\*VENDOR MUST RESPOND TO ALL ITEMS IN SOLICITATION\*\*\*\*\*

	Estimated Quantity	Unit of Measure	Description	Annual Rate	Unit Price	Total Amount
1.	30	each	Motorola AASBWC-5YR-001 BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD or equal to. (Software) Offering:			
2.	30	each	Motorola WGP02798- KIT V700 MAGNETIC MOUNT WITH BWC BOX or equal to. (Equipment)  Offering:			
3.	30	each	WGB-0741A V700 BODY WORN CAMERA FIRSTNET READY or equal to. (Equipment) Offering:			
4.	30	each	Motorola LSV07S03512A ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT or equal to. (Maintenance) Offering:			
5.	2	each	WGA00640-KIT1 V300, USB DOCK, D300, DESK CHGR/ UPLD KIT or equal to. (Equipment)  Offering:			
6.	10	each	WGP02950 V700 BATTERY, 3.8V, 4180MAH, REMOVABLE or equal to. (Equipment) Offering:			
7.	30	each	SWV07S03593A SOFTWARE ENHANCEMENTS or equal to. Offering:			
8.	4	each	AAS-BWC-XFSDOC V300/V700 TRANSFER STATION or equal to. (Software) Offering:			
9.	5	each	WGB-0138AAS VIDEO EQUIPMENT, V300/V700 TRANSFER STATION or equal to. (Equipment) Offering:			

	Estimated Quantity	Unit of Measure	Description	Annual Rate	Unit Price	Total Amount
10.	30	each	SSV00S03094A COMMANDCENTRA L EVIDENCE PLUS SUBSCRIPTION VAAS* or equal to. (Software) Offering:			
11.	30	each	SSV00S03095A COMMANDCENTRA L EVIDENCE UNLIMITED BODY WORN CAMERA STORAGE VAAS* or equal to. (Software) Offering:			
12.	30	each	SSV00S01450B LEARNER LXP SUBSCRIPTION* or equal to. (Software) Offering:			
13.	1	each	PRS-0619A VAAS REMOTE SYSSETUPL2, TRAIN, CONFIG, PM or equal to. (Training) Offering:			
	TOTAL	•				

\*\*\*\*\*Equipment to be purchased initially. Vendor to provide unit price cost for all equipment items and setup. Software and Maintenance to be provided on an annual basis. Vendor to provide annual cost for all software components and maintenance.\*\*\*\*\*

### CONTRACT EXTENSION

Based upon the mutual agreement of the successful Bidder and Southeastern Louisiana University, this contract may be extended for four (4) additional twelve (12) month periods at the same prices and terms conditions.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature at all times. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract, the contract shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated.

### Governing Law and Venue

Must be governed under the laws of the State of Louisiana

The Nineteenth Judicial District Court in East Baton Rouge Parish shall have jurisdiction over any actions between the contractor and the University.

The Software and Maintenance Agreement and all claims arising out of or related to this Agreement shall be construed governed and interpreted in accordance with the laws of the State of Louisiana., without regard to conflicts of laws principals. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana. Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673. excluding its conflicts of law rules.

# BID RESPONSE SUBMITTED BY: AUTHORIZED OFFICER: (SIGNATURE) (PRINT OR TYPE NAME) TITLE: DATE: DELIVERY Time: Bidder shall indicate maximum anticipated delivery time after receipt of a Purchase Order: (Check One) [] 10 days or less [] 15 days or less [] Other - State NAME OF BDDER: DATE: BIDDER INITIALS: DATE: BIDDER INITIALS: