



**SUPREME COURT OF LOUISIANA
400 ROYAL STREET, SUITE 1190
NEW ORLEANS, LA 70130-8101**

INVITATION TO BID

**REGARDING:
IMAGE DETECTION (X-RAY) SYSTEMS**

BID NO: 2019-LASC-101

**BIDS WILL BE PUBLICLY OPENED:
WEDNESDAY JANUARY 30, 2019
10:00 AM (CST)**

**4TH FLOOR COURTROOM
SUPREME COURT OF LOUISIANA
400 ROYAL STREET
NEW ORLEANS, LA 70130**

PART 1: INSTRUCTIONS TO BIDDERS

1. Sealed bids are invited and will be received by the Louisiana Supreme Court (“Court”) in the Office of the Judicial Administrator, 400 Royal Street, Suite 1190, New Orleans, Louisiana 70130, until 10:00 A.M.(CST) on Wednesday, January 30, 2019, and then publicly opened.
2. **READ THE ENTIRE INVITATION TO BID, INCLUDING ALL TERMS, CONDITIONS AND SPECIFICATIONS. FAILURE TO SATISFY INSTRUCTIONS MAY RENDER BIDS NON-RESPONSIVE AND REMOVE THEM FROM COMPETITION.**
3. The bid is to be manually signed in ink by a person authorized to bind the bidder.
4. Bids must also contain the typed or printed name of the person signing the bid, their title, the date, and the bid number.
5. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing “payment in advance” or “C.O.D.” requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or deliver, whichever is later.
6. Important:
By signing and submitting bid, the bidder certifies compliance with all instructions, terms, conditions and specifications, and further certifies that the bid is made without collusion or fraud. Any Bid that does not comply with the terms and conditions and specification of this Invitation to Bid may be rejected.
7. Bid Requirements.
All written bids, unless otherwise provided for, must be submitted in the following manner:
 - A. The bid specification must address all specifications and requirements. Bids submitted in the following manner will not be accepted.
 - a. A bid that contains no signature indicating an intent to be bound;
 - b. A bid filled out in pencil; or
 - c. A bid that does not address each element of the bid.
 - B. Sealed bids must be received at the address/e-mail specified in this solicitation no later than the bid opening date and time to be considered.
8. Signature Authority:
The person signing the bid must be:

- A. A current corporate officer, partnership member, or other individuals specifically authorized to submit a bid as reflected in the appropriate records on file with the secretary of state; or
- B. An individual authorized to bind the bidder as reflected by a corporate resolution, certificate, or affidavit; or
- C. Other documents indicating authority which are acceptable to the Court.

By signing and submitting a bid, the bidder certifies compliance with the above.

9. Standards of Quality:

Any project or service bid shall conform to all applicable federal and state laws and regulations as well as specifications contained in the solicitation. Unless otherwise specified in the solicitation, any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired and not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in their bid. Bids not specifying the brand and model number shall be considered as offering the exact products specified in the solicitation.

10. Descriptive Information:

Bidders proposing an equivalent brand or model must submit with the bid information (such as illustrations, descriptive literature, technical data) sufficient for the Court to evaluate quality, suitability and compliance with the specifications and the solicitation. Failure to submit descriptive information may cause the 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 do not fully comply with specifications (including brand and/or product number) bidder must state in what respect the item(s) deviate. Failure to note exceptions on the bid documents will not relieve the successful bidder(s) from supplying the actual products requested.

11. 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.

12. Awards:

The Court 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.

13. Deliveries:

Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation.

14. Taxes:

Vendor is responsible for including all applicable taxes in the bid price. State agencies are exempt from all state and local sales and use taxes.

15. New Products:

Unless specifically called from in the solicitation, 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. The manufacturer's standard warranty will apply unless otherwise specified in the solicitation.

16. Award:

The Court intends to award the contract to the lowest responsible bidder who meets the requirements of the bid. The Court may require additional information from bidders, and it may conduct inquiries to determine the bidder's responsiveness, responsibility and/or accuracy of furnished information. The Court reserves the right to reject any and all bids in accordance with the requirements of Louisiana Public Bid Law.

17. Prices:

Unless otherwise specified in the solicitation, bid prices must be complete, including transportation prepaid by the bidder to destination. If accepted, prices must be firm for the contractual period. Bids other than F.O.B. destination may be rejected. Prices should be quoted in the unit (box, case, etc.) as specified in the solicitation.

18. Deliveries:

Deliveries may be rejected if the delivery or performance of time indicated is longer than that specified in this solicitation.

19. Contract:

The successful bidder will be required to enter into a contract with the Court to provide the requested supplies and services. If a contract is to be awarded it may be a one year period or a multiple year contract with the option to extend for additional periods.

20. Contract Cancellation.

The Court has the right to terminate the contract immediately if for any reason funds are not available to complete the contract, in the case of reduction of funds, the court reserves the right to renegotiate the terms and conditions of the Contract with Contractor.

The Court may terminate the contract for convenience at any time by either: (1) giving thirty (30) days written notice to the contractor of such termination; or (2) by negotiating an effective date with the Contractor. The Court shall pay Contractor for, if applicable: (A) deliverables in progress; (B) the percentage that has been completed satisfactorily;

and (C) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

The Court has the right to terminate the contract for cause by giving thirty (30) days written notice to Contractor of such termination for any of the following non-exclusive reasons: (A) failure to deliver within the time specified in the contract; (B) failure of the product(s) or service to meet specifications, conform to sample quality, or to be delivered in good condition; or (C) any other breach of Contract.

21. Default of Contractor:

Failure to deliver within the time specified in the contract will constitute a default and may cause cancellation of the contract. Where the Court has determined the Contractor to be in default, the court 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 are paid, no subsequent bid from the defaulting contractor will be considered.

22. Order of Priority:

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

23. Applicable Law:

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

24. Compliance with Civil Rights Laws:

By submitting and signing a bid, bidder agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

25. Special Accommodation:

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act who has submitted a bid and desires to attend the bid opening must notify the Court

in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

26. Indemnity:

Contractor agrees, upon receipt of written notice of a claim or action pertaining to the contract, to defend the claim or action, or take other appropriate measure, to indemnify and hold harmless, the State and the Supreme Court of Louisiana, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the State or the Supreme Court of Louisiana, its officers, its agents or its employees.

27. Public Nature of Bid and Contract:

All bids submitted in response to this Invitation to Bid, and any contract which might ultimately be agreed upon, will be open to public inspection by any interested person, firm or corporation. Trade secrets or other proprietary information submitted by a bidder as part of its bid may not be subject to public disclosure, provided the bidder specifies the relevant law supporting its request for confidentiality. However, the bidder must invoke the protections of this section prior to or upon submission of its bid, must identify the specific data or other materials to be protected, and must state the reasons why protection is necessary. Any aspect of the bid which addresses the cost of providing the requested goods and/or services will not be considered confidential under any circumstance. Any bid marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

28. Cost of Preparing Bids:

The Court is not liable for any costs incurred by bidders prior to issuance of or entering into a contract. Costs associated with developing the bid, preparing the bid, and any other expenses incurred by the bidder in preparing the invitation to bid are entirely the responsibility of the bidder, and shall not be reimbursed in any manner by the Court.

29. Tie-Bid:

The Court will give preference to resident businesses over non-resident business whenever there is a tie bid and whenever there will be no sacrifice or loss of quality.

30. Bid Delivery Instructions:

All bids may be submitted electronically via e-mail or secure file upload or may be submitted in paper format (with one original and three copies required). Bids should be sent to the following address:

The Supreme Court of Louisiana
Office of the Judicial Administrator
400 Royal Street, Suite 1190
New Orleans, Louisiana 70130-8101
Attn: Caitlin Morgenstern

Email: cmorgenstern@lasc.org

All envelopes containing a paper bid must clearly marked the name of the entity making the bid, the bid opening date and time, and the bid number.

All bids submitted electronically via e-mail must reference the entity making the bid, the bid opening date and time, and the bid number.

Bids may be delivered by hand or courier service to the Office of the Judicial Administrator at our physical location on the 1st floor of the Courthouse, 400 Royal Street, New Orleans.

The bidder is solely responsible for insuring that its courier service provider makes inside deliveries to our physical location. The Court is not responsible for any delays caused by the bidder's chosen means of bid delivery.

The bidder is solely responsible for the timely delivery of its bid. Any bid that is not rejected by the court at or before the bid opening date and time will be rejected. Any bid that is received after the date and time of the bid opening shall be returned unopened.

PART 2: BID SPECIFICATIONS

I. PURPOSE

The Supreme Court of Louisiana invites qualified bidders to submit a bid to provide and install two (2) image detection (x-ray) systems. The new equipment will replace Courts' current L3PXM model machines.

II. BACKGROUND

The Supreme Court of Louisiana ("Court") is the highest court in the State. The Court presently employs approximately 212 full-time employees. While the large majority of Court employees are housed in the 400 Royal Street Courthouse or in other New Orleans locations, there are some small satellite offices in Baton Rouge.

The Court currently operates two security screening checkpoints at the 400 Royal Street Courthouse. One is for visitors at the Royal Street entrance and one is for employees at the Chartres Street entrance. The Court employs approximately twenty (20) security officers, who are responsible for operation of the current machines.

III. SCOPE OF WORK

- A. Provide and install two (2) image detection (x-ray) systems (X-ray unit and advanced software)
- B. Provide and install an entry roller table (approx. 0.5 m) and an exit roller table (approx. 1.0 m) for each machine
- C. Provide extended warranty and two (2) year preventative maintenance contract
- D. Provide cost for additional years of extended warranty and yearly maintenance for years three (3) through five (5). The Court may or may not opt to purchase an extended warranty or preventative maintenance contract for years three (3) through (5).

IV. CONTENTS OF BID

Bidders are required to complete and submit the following documents:

- A. Completed Bid Form, attached hereto as Appendix "A."

The form requires bidders to:

- 1. Provide bidder information including: bidder's name, address, designated representative for purposes of this Invitation to Bid, telephone and fax numbers, e-mail address, and signature of person authorized to sign bid; and
- 2. Provide all requested quote information

- B. Product Brochure and/or spec sheets for the quoted image detection system.

Appendix A

BID FORM: 2019-LASC-101

IMPORTANT Vendor must complete this BID document in its entirety in order for it to be valid

Name of Company: _____

Address: _____

Designated
Representative: _____

Phone: _____

Fax: _____

Email: _____

Signature of Person Authorized to Sign Bid:

(Signature)

(Printed Name)

(Title)

Bid Form continued on next page

Line	Description	Qty	Manufacture and & Item (s)	List Price	Discount	Unit Price	Total
1	Image Detection (x-ray) System	2					
2	Advanced Software Package						
3	Entry Roller Table	2					
4	Exit Roller Table	2					
5	Shipping						
6	Installation						
7	Training						
8	Two year extended warranty						
9	Two year preventative maintenance contract						
Total (Lines 1-9)							

***Please break out maintenance costs for years three (3) through five (5) below, court may or may not opt to purchase:**

Year 3	
Year 4	
Year 5	
Total (Year 3-5)	

***Please provide cost for each option of extended warranty for years three (3) through five (5) below, court may or may not opt to purchase:**

Year 3	
Year 4	
Year 5	
Total (Year 3-5)	

***Please attach product brochure and/or spec sheets for the quoted image detection system**

PLEASE INCLUDE ALL INFORMATION REQUESTED IN THE INSTRUCTIONS AND THIS BID FORM. FAILURE TO SATISFY INSTRUCTIONS MAY RENDER BIDS NON-RESPONSIVE AND REMOVE THEM FROM COMPETITION.