



# STATE OF LOUISIANA

## Competitive Contract

Vendor: 310215619  
Company  
ITS PLUS INC  
6220 TRAILWOOD DR. SUITE 200  
PLANO TX 75024  
Phone : 562-360-4762

T Number:  
Version: 1  
LAPS Contract: No  
Fiscal Year: 2024  
Min.Ord.Value: 0.00  
Distributor Contract: No  
PCard:No  
Co-op Agreement:Yes

Contract number: 4400028956  
Description: DOTD ITS PLUS Video Vehicular Detection

### Buyer Information

Name: KEVIN WALKER  
Tel Number: 225-379-1462  
Email: kevin.walker@la.gov

SEBD Vendor: No  
SEHI Vendor: No  
VSE Vendor: No  
DVSE Vendor: No  
Contract Valid Dates:  
03/12/2024 - 03/11/2025

### Supplier Text: DELIVERY ARO 30 DAYS

THIS HAS BEEN APPROVED AS A PROPIETARY PURCHASE CONTRACT. ONLY THE SPECIFIED BRANDS AND MODELS WILL BE ACCEPTED. NO SUBSTITUTE ACCEPTABLE.

### CONTRACT:

This annual contract to furnish ITS PLUS vehicular video detection equipment is for a period of twelve (12) months beginning March 12, 2024 through March 11, 2025.

At the option of the Department and acceptance by the contractor, the contract awarded under this solicitation may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions upon giving ten (10) days written notice to the contractor. Contract not to exceed thirty-six months.

Prior to exercising the Department's option to extend contract, the Department will determine if an extension is in the best interest of the Department, taking into consideration current market trends, cost factors, price comparison with similar service in other States and various other factors as determined by the DOTD Procurement Director.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of a contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### TERMINATION OF CONTRACT:

The Department of Transportation and Development reserves the right to cancel this contract with thirty (10) day

Recommending Approval:

*Kevin Walker*

Approved by:

*Jimmy Fontenot*

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written notice to the contractor for unsatisfactory performance, unsatisfactory delivery, unsatisfactory service, failure to meet specifications, misrepresentation by the contractor, fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State, conflict of contract provisions with constitutional or statutory provisions of State or Federal Law, and/or any breach of contract.

The Department reserves the right to terminate this contract prior to the end of the contract period upon giving a thirty (30) day written notice to the contractor if it is considered in the best interest of the Department.

Successful contractor may request cancellation of this contract upon giving thirty (30) day written notice to the DOTD Procurement Director.

All orders delivered prior to the effective date of such termination shall be paid for by the Department in accordance with the terms of the contract, whereupon all obligations of both parties to the contract shall cease. In the event the contract contains a provision entitled "Guarantees" such guarantees shall apply to all items delivered prior to termination.

#### SPECIAL INSTRUCTIONS:

Products are subject to laboratory testing before final acceptance.

No specific quantities are given or guaranteed, only such Vehicular Video Detection Equipment as required by the Department of Transportation and Development during the contract period will be ordered.

Contractor must supply actual quantities ordered at bid price. In the event a greater or lesser quantity is needed, the right is reserved by DOTD to increase or decrease the amount at the unit price stated in the bid.

#### TECHNICAL SUPPORT

Contractor shall maintain an ongoing program of technical support for the video detection system. Direct technical support personnel shall be available to come to installation sites at no additional cost to the Department. Contractor must provide twenty-four (24) hours a day, seven (7) days a week technical support personnel that will be on call and can be on site at any designated state signal location within twelve (12) hours of notification. All support personnel must be certified by the system manufacturer. Contact information shall be provided to the State Traffic Signal Engineer. Contractor must immediately notify the State Traffic Signal Engineer of any contact information changes.

Contractor shall provide all software updates for the equipment purchased under this bid to the State at no additional cost.

#### WARRANTY:

All materials, workmanship and labor furnished shall be covered by Supplier(s)/Manufacturer(s) guarantee and/or warranty for a minimum period of twenty-four (24) months after delivery. Coverage shall include, but is not limited to, all expenses connected with the return and/or replacement of any material deemed necessary by the State.

#### TRAINING:

A maximum total of thirteen (13) training days shall be provided for personnel every twelve (12) months designated by the State Traffic Signal Engineer at Traffic Services at no additional cost to the Department.

- Two (2) Formal (8) hour day classroom training
- Nine (9) "Hands-On" training classes

All training personnel must be certified by the system manufacturer. Contact information shall be provided to the State Traffic Signal Engineer. Contractor must immediately notify the State Traffic Signal Engineer of any contact information changes. After delivery of the initial order, the Contractor shall coordinate the training schedule with the State Traffic Signal Engineer at Traffic Services

#### FORMAL TRAINING:

The formal classroom training classes can be VIRTUAL or in person at the Traffic Services facility. Formal classroom training shall consist of two (2) eight (8) hour day classes. Successful bidder shall supply copies of course material to be retained by each attendee at no additional cost to the Department. Training shall include detailed instruction regarding installation, operation, and maintenance of the video detection system including but not limited to detection system function, hands-on detection zones set up, trouble shooting, and communication set up from field devices to computers.

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#### **HANDS- ON TRAINING:**

The "hands-on" training will take place at each of the nine (9) LA DOTD District Offices. (See attached District Delivery Instructions).

"Hands-on" training classes shall consist of one (1) eight (8) hour day on-site field visit at each LA DOTD District Office. The training will be informal, tailored to field technician's needs for that particular district.

#### **INSURANCE REQUIREMENTS:**

Public liability insurance, automobile insurance, and workmen's compensation shall be carried by the contractor. A certificate of insurance shall be furnished with the Department of Transportation and Development named as an additional insured within ten days after notification. See attached Insurance Requirements.

#### **GUARANTEE AND LIABILITY:**

The contractor accepts the following guarantees:

(1) Guarantee that the supplies delivered are free from defects in design and construction.

(2) Guarantee that the supplies are the manufacturer's standard design in construction and that no changes or substitutions have been made in the items listed in this contract.

The contractor holds and saves the State, its officers, agents, and employees harmless from liability of any kind, including cost and expenses on account of any patented or unpatented invention, articles, devices or appliances manufactured or used in the performance of this contract, including use by the government.

The contractor agrees to replace free of charge all defective equipment, materials or supplies delivered under this contract. All transportation charges covering return and replacement shall be paid by the contractor.

#### **PACKAGING:**

Packages should be clearly labeled with company name, manufacturer's name and part/model number, and the DOTD Product ID.

#### **DELIVERY INSTRUCTIONS:**

Contractor will be required to have on hand or immediately available an adequate supply of ITS Plus Vehicular Video Detection Equipment in order to meet the Department's requirements, as ordered, where ordered, during the life of the contract.

Contractor must deliver ITS Plus Vehicular Video Detection Equipment to all Districts/Sections listed on the District/Section Delivery and Contact Information page included in this solicitation and to any other Louisiana Department of Transportation and Development Districts or Sections in Louisiana as required, for the same prices, terms and conditions specified herein.

Contractor agrees to the Cooperative Purchase Agreement and agrees to deliveries to other State Agencies, Political Subdivisions or Quasi Agencies will be on a statewide basis.

#### **PAYMENT:**

Invoices will be paid by the Department within the discount period or within thirty calendar days from receipt of correct invoice. If contractor proposes a discount, discount period will start from receipt of correct invoice.

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources, DOTD strongly encourages vendors to participate in accepting Electronic Funds Transfer (EFT) payments.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at <http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf>

#### **Notice to Vendor:**

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Line	Material No. Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
1	52260 ITS PLUS INC ITSP-V100	CARD,VIDEO,SINGLE CHANNEL,ITS PLUS ITS PLUS,PARTNO.ITSP-V100	46161500	EA	1,195.00000	
2	52261 ITS PLUS INC ITSP-SDLC	SDLC,BIU,128 OUTPUT,ITS PLUS BUS INTERFACE UNIT,ITS PLUS,PARTNO.ITSP-SDLC	46161500	EA	1,995.00000	
3	52263 ITS PLUS INC ITSP- CABLE1000	CABLE,SIAMESE COAX/POWER,ITS PLUS 1000FTPER ROLL,ITSP-CABLE-1000	46161500	FT	0.99000	
4	52264 ITS PLUS INC ITSP- BRACKET	BRACKET,CAMERA MOUNTING,CUSTOM,ITS PLUS ITSP-BRACKET	46161500	EA	10.00000	
5	52265 ITS PLUS INC ITSP- MOUSE	MOUSE,USB,ITS PLUS ITSP-MOUSE	46161500	EA	10.00000	
6	52266 ITS PLUS INC ITSP- MONITOR	MONITOR,ITS PLUS ITSP-MONITOR	46161500	EA	100.00000	
7	52300 ITS PLUS INC ITSP-V200E	CARD,VIDEO,DUAL CHANNEL,ITS PLUS WITHETHERNET&CIRCLE ZONETECHNOLOGY,ITSPLUS,PARTNO.ITSP- V200E	46161500	EA	2,190.00000	
8	52030 ITS PLUS INC ITSP- PM120C	CAMERA,VIDEO DETECT,UNIVERSAL,ITS PLUS APOLEMOUNTEDUNIVERSALVIDEODETECTION CAMERAUSEDTOREPLACENONFUNCTIONINGE CONOLITE	46161500	EA	1,095.00000	

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Line	Material No. Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
		&TRAFFICWAREVIDEODETECTIONCAMERAS,1 20VAC,COAXIALCOMMUNICATIONS CAMERA,ITS PLUSNO.ITSP-PM120				
9	52262 ITS PLUS INC ITSP-SSP-6	PANEL,SURGE SUPPRESSION,ITS PLUS FIELD WIRE TERMINATION PANEL FOR UP TO SIX(6)CAMERAS ITSPLUS, PART NO.ITSP-SSP-6	46161500	EA	495.00000	

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### Standard Terms and Conditions

1. THIS IS NOT AN ORDER TO SHIP (OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE ISSUING AGENCY PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE IV AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

8. IN ACCORDANCE WITH LA R.S. 39:1602.1, FOR ANY CONTRACTS WITH A VALUE OF \$100,000 OR MORE AND FOR ANY VENDOR WITH 5 OR MORE EMPLOYEES, THE VENDOR CERTIFIES THAT IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL AND IT WILL, FOR THE DURATION OF ITS CONTRACTUAL OBLIGATIONS, REFRAIN FROM A BOYCOTT OF ISRAEL.

#### 9. CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS: (A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE 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

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TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE 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 OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.