



# STATE OF LOUISIANA

Office of State Procurement  
INVITATION TO BID

RESPONSES WILL BE  
PUBLICLY OPENED AT THE  
PHYSICAL ADDRESS BELOW

04/20/2021  
10:00 AM CST

Vendor No.: \_\_\_\_\_  
Solicitation: 3000016793  
Opening Date: 04/20/2021

Vendor Name and Address: (to be completed by Vendor)

**Ship To Address:**

LA. WORKFORCE COMMISSION  
1001 N. 23RD ST.  
Baton Rouge, LA 70802

**TO SUBMIT AN ELECTRONIC (ONLINE)  
RESPONSE CLICK THE LINK BELOW.**

**SUBMIT NON-ELECTRONIC RESPONSE  
TO : Office of State Procurement  
P.O. Box 94095  
Baton Rouge LA 70804-9095**

**Physical Address:  
1201 N. Third Street, Suite 2-160  
Baton Rouge, LA 70802**

**RFx Number: 3000016793  
Version: 1  
Buyer: WESLEY LEBLANC  
Buyer Phone: 225-342-4814  
E-Mail: wesley.leblanc@la.gov  
Scheduled Begin Date:**

**ONLINE BID RESPONSE LINK**

[https://lagoverpvendor.doa.louisiana.gov/rfx?sapsrm\\_boid=567620E9FB021EEBA399EBEA1594080F](https://lagoverpvendor.doa.louisiana.gov/rfx?sapsrm_boid=567620E9FB021EEBA399EBEA1594080F)

QUESTIONS TO BE COMPLETED BY VENDOR	Required
1. _____ Have you reviewed all attachments to the bid invitation and answered all questions?	YES
2. _____ Have you entered pricing, or attached the pricing sheet (if applicable) to the bid response?	YES
3. _____ Have you attached / included all required files to the bid response?	YES
4. _____ Have you attached the signature page to the bid response?	YES
5. _____ Delivery will be made this number of days After Receipt of Order (ARO)	NO
6. _____ %discount for payment made within 30 days. Discounts for payment made in less than 30 days, of less than 1%, or applicable to an indefinite quantity contract will be accepted but will not be an award consideration.	NO

**Name of Solicitation:** Armed Guard Services - LWC

**RFx text:**

Due to the COVID-19 emergency situation, the Office of State Procurement is temporarily suspending in-person attendance by vendors at public bid openings for bids published by our office.

Any vendor who would like to view the opening of this bid can access the following link, at the date

VENDOR TELEPHONE NUMBER: FAX NUMBER:	TITLE	DATE
Signature of Authorized Bidder		Name of Bidder (Typed or printed)

Invitation to bid: 3000016793 Open Date: 04/20/2021 T-Number:	Bidder:	Page 2 of 8
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and time of this bid opening:

<https://doa-ospla.zoom.us/j/2697438343>

This link will provide you with live audio and video access to this bid opening. The link will be live at 9:55 AM on the date of bid opening.

All other terms & conditions remain unchanged.

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All vendors must be registered in the LaGov system in order to: submit an online bid, have their bids tabulated by our office, and to receive automatic email notifications of bid opportunities.

To register as a vendor, access the following link:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg)

Please include a W-9 form with your bid if you are newly registered. Do not register again if you are already registered in the system. You will need a LaGov Vendor ID and Password in order to submit an online bid.

Bidders are invited to submit bids via the Online Bid Response Link on Page 1 of this bid invitation. Online bidding instructions are attached to this bid invitation.

Please print all attachments to ensure all documents related to this solicitation are reviewed prior to bidding.

All documents associated with this solicitation should be included in the bidder's submission.

Bid Documents Include:

- Attachment A – Special Terms and Conditions – Pages 1-16
- Attachment B – Specifications – Pages 1-9
- Attachment C – Online Bidding Instructions – Pages 1-11

Bid delivery instructions for the Office of State Procurement:  
 Refer to Page 1 in Attachment A – Special Terms and Conditions

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**ALL OR NONE AWARD:**  
 Award to be made on an all-or none basis to the overall low bidder meeting the specifications. The State of Louisiana reserves the right to reject individual line items from the award.

To establish a contract to supply Armed Guard Services as specified for the Louisiana Workforce Commission, for a period of delivery beginning July 1, 2021 thru June 30, 2022.

LINE	Description	Quantity	Unit	Unit Price	Extended Amount
1	<b>Product Category:92121504</b> ARMED GUARD SERVICES	2,100	H		

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Bidder:

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LINE	Description	Quantity	Unit	Unit Price	Extended Amount
	<p>Armed Guard Supervisor</p> <p>- Vendor is required to compensate supervisors at a minimum of \$15.00 per hour.</p> <p>- Vendor must provide copy of audited financial statement covering the twelve-month period preceding the proposal submission date.</p> <p>***PER ATTACHMENT B - SPECIFICATION***</p> <p>***BIDDERS MUST SUBMIT LOUISIANA STATE BOARD OF PRIVATE SECURITY EXAMINERS LICENSE WITH BID***</p>				
2	<p><b>Product Category:92121504</b>  <b>ARMED GUARD SERVICES</b></p> <p>Armed Guards</p> <p>- Vendor is required to compensate armed guards at a minimum of \$13.00 per hour.</p> <p>- Vendor must provide copy of audited financial statement covering the twelve-month period preceding the proposal submission date.</p> <p>***PER ATTACHMENT B - SPECIFICATION***</p> <p>***BIDDERS MUST SUBMIT LOUISIANA STATE BOARD OF PRIVATE SECURITY EXAMINERS LICENSE WITH BID***</p>	17,100	H		

## INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED, WRITTEN IN INK OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE.
4. 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 DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION IF APPLICABLE
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION
7. DESIRED DELIVERY: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL TERMS AND CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID OR SUBMITTING THE BID ONLINE VIA THE VENDOR PORTAL (WHICHEVER IS APPLICABLE) THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE WITH INK OR TYPEWRITTEN OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE.
11. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.
12. CONFERENCE: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION IF APPLICABLE
13. BID FORMS.  
ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:
  - A. BID SUBMITTED ON PAPER CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
  - B. BID FILLED OUT IN PENCIL; AND
  - C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION OR SUBMITTED ONLINE VIA THE VENDOR PORTAL, WHICHEVER IS APPLICABLE, PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. FAX ALTERATIONS, NOT INVOLVING PRICING, TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED BID FORM AND FAXED ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING. ALTERATIONS TO PRICE MUST BE RECEIVED IN A SEALED ENVELOPE WITH THE BID NUMBER, OPENING DATE AND TIME DISPLAYED ON THE OUTSIDE OF THE ENVELOPE AND TIME STAMPED BEFORE BID OPENING OR VIA THE ONLINE VENDOR PORTAL, WHICHEVER IS APPLICABLE. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

14. STANDARDS OF QUALITY

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER SHOULD STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED IN ACCORDANCE WITH LA R.S. 44.I. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS.

17. AWARDS.

THE STATE OF LOUISIANA 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.

18. PRICES .

UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. 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.

21. NEW PRODUCTS.

UNLESS SPECIFICALLY CALLED FOR 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.

22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. 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 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.

#### 24. DEFAULT OF CONTRACTOR

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED OR TO PROVIDE THE SERVICES AS SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE 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.

#### 25. ORDER OF PRIORITY

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL TERMS AND CONDITIONS, THE SPECIAL TERMS AND CONDITIONS SHALL GOVERN.

#### 26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

#### 27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS 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 EMPLOYMENT OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, 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 DISCRIMINATION 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, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, DISABILITY, OR AGE IN ANY MATTER RELATING TO EMPLOYMENT. 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.

#### 28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN 7 DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

#### 29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, 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, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.

ATTENTION: R.S. 39:1594(C)(4) REQUIRES EVIDENCE OF AUTHORITY TO SIGN AND SUBMIT BIDS TO THE STATE OF LOUISIANA. YOU MUST INDICATE WHICH OF THE FOLLOWING APPLY TO THE SIGNER OF THIS BID.

FOR THE PURPOSES OF LAGOV SUPPLIER PORTAL BIDDING, THE SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER IS REPRESENTED BY THE LAGOV SUPPLIER PORTAL USER LOG-IN ID. THE NAME OF AUTHORIZED SIGNATORY OF BIDDER IS REPRESENTED BY THE CONTACT PERSON ASSOCIATED WITH THE LAGOV SUPPLIER PORTAL USER LOG-IN ID.

PLEASE CIRCLE ONE:

1. THE SIGNER OF THIS BID IS EITHER A CORPORATE OFFICER WHO IS LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE OR A MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM AS REFLECTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE. A COPY OF THE ANNUAL REPORT OR PARTNERSHIP RECORD MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.

2. THE SIGNER OF THE BID IS A REPRESENTATIVE OF THE BIDDER AUTHORIZED TO SUBMIT THIS BID AS EVIDENCED BY DOCUMENTS SUCH AS, CORPORATE RESOLUTION, CERTIFICATION AS TO CORPORATE PRINCIPAL, ETC. IF THIS APPLIES A COPY OF THE RESOLUTION, CERTIFICATION, OR OTHER SUPPORTIVE DOCUMENTS SHOULD BE ATTACHED HERETO.

3. THE BIDDER HAS FILED WITH THE SECRETARY OF STATE AN AFFIDAVIT OR RESOLUTION OR OTHER ACKNOWLEDGED/ AUTHENTIC DOCUMENT INDICATING THAT THE SIGNER IS AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. A COPY OF THE APPLICABLE DOCUMENT MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.

4. THE SIGNER OF THE BID HAS BEEN DESIGNATED BY THE BIDDER AS AUTHORIZED TO SUBMIT BIDS ON THE BIDDER'S VENDOR REGISTRATION ON FILE WITH THIS OFFICE.

31. IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39: 2192, IN AWARDED CONTRACTS AFTER AUGUST 15, 2010, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT A PROPOSAL OR BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE, HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER THE LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.

32. FEDERAL CLAUSES, IF APPLICABLE

ANTI-KICKBACK CLAUSE

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUBGRANTEE SHALL BE PROHIBITED FROM INDUCING, BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.

CLEAN AIR ACT

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN AIR ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING

FACILITIES.

ENERGY POLICY AND CONSERVATION ACT

THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163).

CLEAN WATER ACT

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ANTI-LOBBYING AND DEBARMENT ACT

THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUTES IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

33. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

IN ACCORDANCE WITH LA R.S. 39:1602.1, THE FOLLOWING APPLIES TO ANY BID WITH A VALUE OF \$100,000 OR MORE AND TO VENDORS WITH FIVE OR MORE EMPLOYEES:

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 ISRAEL-CONTROLLED TERRITORIES, WITH THE SPECIFIC INTENT TO ACCOMPLISH A BOYCOTT OR DIVESTMENT OF ISRAEL. THE BIDDER HAS ALSO NOT RETALIATED AGAINST ANY PERSON OR OTHER ENTITY FOR REPORTING SUCH REFUSAL, TERMINATION, OR COMERCIAALLY 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.

34. CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT.

BY SIGNING AND SUBMITTING ANY BID FOR \$25,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN "AUDIT REQUIREMENTS IN SUBPART F OF THE OFFICE OF MANAGEMENT AND BUDGET'S UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS" (FORMERLY OMB CIRCULAR A-133).

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT [HTTPS://WWW.SAM.GOV](https://www.sam.gov).

35. IN ACCORDANCE WITH LOUISIANA LAW, ALL CORPORATIONS (SEE LA R.S. 12:262.1) AND LIMITED LIABILITY COMPANIES (SEE LA R.S. 12:1308.2) MUST BE REGISTERED AND IN GOOD STANDING WITH THE LOUISIANA SECRETARY OF STATE IN ORDER TO HOLD A PURCHASE ORDER AND/OR CONTRACT OVER \$25,000.

36. ALL BID AMOUNTS SHALL BE SUBMITTED IN UNITED STATES DOLLARS.





**Attachment A – Special Terms and Conditions**

**RFX No. 3000016793**

**TITLE: Armed Guard Services - LWC**

Bidder:

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**BID DELIVERY INSTRUCTIONS FOR STATE PROCUREMENT:**

BIDS MAY BE SUBMITTED ONLINE BY ACCESSING THE LINK ON PAGE ONE (1) OF THE INVITATION TO BID.

**NOTE:** Bidders who choose to respond to this bid online via the vendor portal are encouraged to not submit a written bid as well.

Bidders are hereby advised that due to the nature of the internet, the State of Louisiana cannot guarantee that access to the LaGov or LaPAC websites will be uninterrupted or that e-mails or other electronic transmissions will be sent to you or received by us. The Office of State Procurement is not responsible for any delays caused by the bidder's chosen means of online bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid.

**OR**

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

Office of State Procurement  
P.O. Box 94095  
Baton Rouge, LA 70804-9095

Bidders are hereby advised that the U.S. Postal Service does not make deliveries to our physical location.

**OR**

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

Office of State Procurement  
Claiborne Building, Suite 2-160  
1201 North Third Street  
Baton Rouge, LA 70802

Bidder should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

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

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**TITLE: Armed Guard Services - LWC**

**\*\*ATTENTION\*\***

Receipt of a solicitation or award cannot be relied upon as an assurance of receiving future solicitations. In order to receive notifications of future solicitations from this office, you must register and enroll in the proper category in LaGov at the following website:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg)

Enrollment in LaGov provides LaPAC email notification of bid opportunities based upon commodities that you select.

**PUBLICIZING AWARDS:**

In accordance with L.A.C. 34:V.335, unsuccessful bidders will be notified of the award provided that they submit a self-addressed stamped envelope or email address requesting this information. Vendors may also view award information online at:

<http://wwwprdl.doa.louisiana.gov/osp/LaPAC/pubmain.cfm>.

**TERMS AND CONDITIONS:**

This solicitation contains all the terms and conditions with respect to the commodities herein. Any vendor contracts, forms, terms or other materials submitted with bid may cause bid to be rejected.

**VENDOR'S FORMS:**

The purchase order is the only binding document to be issued against this contract. Signing of vendor's forms is not allowed.

**ACCEPTANCE:**

Unless otherwise specified, bids on this contract will be assumed to be firm for acceptance for a minimum of sixty (60) days. If accepted, prices must be firm for the specified contract period.

**INVOICES:**

Invoices will be submitted by the contractor to the using agency, and the invoice shall refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price, and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the contractor in duplicate directly to the accounting department of the using agency. Invoices shall show the amount of any cash discount, and shall be submitted on the contractor's own invoice form.

**PAYMENT:**

Payment will be made on the basis of unit price as listed in this contract; such price and payment will constitute full compensation for furnishing and delivering the contract commodities. In no case will the state agency refuse to make partial payments to the contractor although all items have not been delivered. This payment in no way relieves the contractor of his responsibility to effect shipment of the balance of the order. Payment will be made to vendor and address as shown on order.

**CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT:**

Certification of no suspension or debarment: By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the

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Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.

**ELECTRONIC VENDOR PAYMENT SOLUTION:**

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and vendors, the State intends to make all payments to vendors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Vendors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing one of the following two options. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
  
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

**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 and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting at [DOA-OSRAP-EFT@la.gov](mailto:DOA-OSRAP-EFT@la.gov).

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

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Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for payment type chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address and phone number of authorized individual

**PREFERENCE:**

In accordance with Louisiana Revised Statutes 39:1604, a preference not to exceed ten percent (10%) may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.

Do you claim this preference?      Yes: \_\_\_\_\_

Specify Line Number(s):

\_\_\_\_\_  
\_\_\_\_\_  
Specify location within Louisiana where this product is manufactured, produced, grown or assembled:

\_\_\_\_\_  
(Note: If more space is required, include on a separate sheet)

Do you have a Louisiana business workforce?      Yes: \_\_\_\_\_      No: \_\_\_\_\_

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents?      Yes: \_\_\_\_\_      No: \_\_\_\_\_

Failure to specify above information may cause elimination from preferences. Preferences shall not apply to service contracts.

**PROCUREMENT OF UNITED STATES PRODUCTS:**

In accordance with the provisions of Louisiana Revised Statutes 39:1604.7, in the event a contract is not entered into for products purchased under the provisions of La. R.S. 39: 1604, each Procurement Officer, Purchasing Agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of this Chapter may purchase such materials, supplies, products, provisions, or equipment which are manufactured in the United States, and which are equal quality to other materials, supplies, products, provisions, or equipment, provided that all of the following conditions are met:

- (1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent (5%).
- (2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.

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(3) In cases where more than one bidder offers items manufactured in the United States which are within five percent (5%) of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.

(4) The vendor certifies that such items are manufactured in the United States.

For the purposes of this preference,

(1) “Manufactured in the United States” means produced by a process in which the manufacturing, final assembly, processing, packaging, testing, and any other process that adds value, quality, or reliability to assembled articles, materials, or supplies, occur in the United States.

(2) “United States” means the United States and any place subject to the jurisdiction of the United States.

Do you claim this preference?      Yes: \_\_\_\_\_

Specify Line Number(s):

---

Specify location within the United States where this product is manufactured:

---

(Note: If more space is required, include on a separate sheet)

**THE INTENT OF THESE SPECIFICATIONS IS TO PROVIDE FOR A COMPLETE SECURITY GUARD SERVICE CONTRACT.**

**GENERAL CONDITIONS:**

ALL CONTRACTOR PERSONNEL ARE EXPECTED TO WORK IN A MANNER THAT WILL MAINTAIN THE SECURITY AND BEST INTEREST OF THE **LOUISIANA WORKFORCE COMMISSION**, HEREAFTER REFERRED TO AS THE AGENCY. THE AGENCY RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR TO DISMISS ANY EMPLOYEES DEEMED INCOMPETENT, CARELESS, INSUBORDINATE OR OTHERWISE OBJECTIONABLE, OR ANY PERSON WHOSE ACTIONS ARE DEEMED TO BE CONTRARY TO PUBLIC INTEREST OR INCONSISTENT WITH THE BEST INTEREST OF THE AGENCY. THE CONTRACTOR AGREES THAT DURING THE TERM OF THIS CONTRACT, HE AND HIS EMPLOYEES WILL CONDUCT THEMSELVES IN A CAREFUL AND PRUDENT MANNER, AND HE WILL NOT PERMIT THE FACILITY PLACED AT HIS DISPOSAL TO BE USED FOR PURPOSES OTHER THAN THOSE SPECIFIED HEREIN.

**CONTRACTOR QUALIFICATIONS:**

THE CONTRACTOR’S COMPANY MUST HAVE AT LEAST THREE (3) YEARS SATISFACTORY EXPERIENCE IN THE FULL-TIME SECURITY GUARD BUSINESS.

EACH BIDDER SHOULD ATTACH AN ORGANIZATION PROFILE OF THEIR COMPANY; HOWEVER, IT MUST BE SUBMITTED PRIOR TO AWARD. THIS DESCRIPTION IS TO INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING INFORMATION:

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- 1) THE YEAR THE COMPANY SUBMITTING THE BID WAS FORMED.
- 2) TOTAL NUMBER OF YEARS OF THIS COMPANY'S SECURITY EXPERIENCE, OPERATING UNDER CURRENT BUSINESS NAME.
- 3) TOTAL NUMBER OF SECURITY EMPLOYEES EMPLOYED WITH THE COMPANY.
- 4) TOTAL NUMBER OF BUSINESSES AND/OR COMPARABLE FACILITIES CURRENTLY UNDER CONTRACT FOR SECURITY GUARD SERVICES.
- 5) TOTAL NUMBER OF SECURITY EMPLOYEES (FULL-TIME AND PART-TIME), AS WELL AS MANAGEMENT PERSONNEL, THAT BIDDER INTENDS TO UTILIZE FOR ALL FACILITIES IN THIS CONTRACT.
- 6) COPY OF CURRENT LICENSE ISSUED BY THE LOUISIANA STATE BOARD OF PRIVATE SECURITY EXAMINERS.

THE CONTRACTOR WILL PROCURE INSURANCE AS PER ATTACHED INSURANCE REQUIREMENTS, AND SHALL SHOW EVIDENCE OF SUCH INSURANCE IN THE FORM OF CERTIFICATE(S) OF INSURANCE PRIOR TO CONTRACT AWARD. CERTIFICATE HOLDER TO BE ISSUED IN THE NAME OF: STATE OF LOUISIANA, OFFICE OF STATE PROCUREMENT, 1201 N 3RD ST, BATON ROUGE, LA 70802.

THE CONTRACTOR SHALL NOT ALLOW ANY PERSON THAT IS NOT ON THE CONTRACTOR'S PAYROLL IN THE FACILITY AT ANY TIME.

THE CONTRACTOR WILL HOLD AND SAVE THE AGENCY, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM LIABILITY OF ANY NATURE OR KIND, INCLUDING COST AND EXPENSES FOR, OR ANY ACCOUNT OF, ANY LAW SUIT OR DAMAGES OF ANY CHARACTER WHATSOEVER RESULTING FROM INJURIES OR DAMAGES SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY BY VIRTUE OF PERFORMANCE OF THIS CONTRACT BY THE CONTRACTOR OR ITS AGENTS.

THE CONTRACTOR IS TO CONTRACT FOR SERVICES AND EMPLOYMENT IN HIS FIRM'S NAME ONLY, AND WILL NOT IMPLICATE THE AGENCY DIRECTLY OR BY INFERENCE IN THESE TRANSACTIONS. THE CONTRACTOR IS IN ALL RESPECTS AN INDEPENDENT CONTRACTOR, AND NONE OF HIS EMPLOYEES IS TO BE REGARDED AS EMPLOYEES OF THE AGENCY.

THE CONTRACT IS NOT TO BE ASSIGNED OR TRANSFERRED BY THE CONTRACTOR TO ANY SUBCONTRACTOR OR ANY OTHER PARTY DURING THE TERM OF THE CONTRACT UNLESS APPROVAL IS RECEIVED BY THE OFFICE OF STATE PROCUREMENT.

THE CONTRACTOR SHALL PURCHASE ALL LICENSES NECESSARY FOR THE CONDUCT OF THESE OPERATIONS AND PAY ALL APPLICABLE LOCAL, STATE, AND FEDERAL TAXES.

**SECURITY GUARD QUALIFICATIONS:**

THE CONTRACTOR MUST PROVIDE SECURITY GUARDS THAT MEET ALL OF THE FOLLOWING

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MINIMUM QUALIFICATIONS. THE AGENCY RESERVES THE RIGHT TO INTERVIEW AND ACCEPT OR REJECT ANY SECURITY GUARD(S) PRIOR TO BEING ASSIGNED BY THE CONTRACTOR.

**ARMED:**

THE GUARD MUST BE AT LEAST 21 YEARS OF AGE IF REGISTERED ARMED.

**UNARMED:**

THE SECURITY GUARD MUST BE AT LEAST 18 YEARS OF AGE IF REGISTERED UNARMED, OR IF REGISTERED TO CARRY A BATON.

\*\*\* IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 37:3270-3298, ALL BIDDERS ELIGIBLE FOR AWARD MUST BE LICENSED BY THE LOUISIANA STATE BOARD OF PRIVATE SECURITY EXAMINERS PRIOR TO AWARD. CONTACT THE BOARD AT (225) 272-2310.

THE AGENCY AND/OR THE OFFICE OF STATE PROCUREMENT HAVE THE RIGHT TO VERIFY WITH THE STATE BOARD OF PRIVATE SECURITY EXAMINERS THAT THE CONTRACTOR'S GUARDS ARE REGISTERED AND HAVE PROPER TRAINING. IF THE BOARD FINDS THE GUARDS ARE NOT REGISTERED AND TRAINED PROPERLY, THE CONTRACT MAY BE CANCELLED, AND GUARD(S) MUST LEAVE THE STATE FACILITY IMMEDIATELY.

\*\*\* REGISTRATION CARDS ISSUED BY THE LOUISIANA STATE BOARD OF PRIVATE SECURITY EXAMINERS MUST BE IN THE SECURITY GUARD'S POSSESSION AT ALL TIMES WHEN ON DUTY AT THE AGENCY.

**SECURITY PERSONNEL:**

IN ALL CASES, THE AGENCY EXPECTS THE CONTRACTOR TO ASSIGN ITS BEST QUALIFIED AND PERFORMING PERSONNEL TO THIS CONTRACT. THE AGENCY SHALL ASSUME THAT POORLY QUALIFIED AND POORLY PERFORMING PERSONNEL ARE FAILURES OF THE CONTRACTOR TO PERFORM ADEQUATELY.

SECURITY OFFICERS SHALL WEAR APPROPRIATE UNIFORMS THAT HAVE BEEN APPROVED BY LOUISIANA STATE BOARD OF PRIVATE SECURITY EXAMINERS AND THAT ARE CLEAN, PRESSED, AND WELL MAINTAINED. THE CONTRACTOR MUST ASSIST HIS PERSONNEL TO ENSURE PROPER ALTERATIONS ARE COMPLETED, UNIFORM BELTS, AND TYPE OF SHOES ARE CORRECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING A MINIMUM OF TWO (2) COMPLETE SEASONAL UNIFORMS, WHICH ARE WELL-MAINTAINED, AND WITHOUT RIPS AND FRAYS, AT NO ADDITIONAL EXPENSE TO THE STATE. THE STATE WILL NOT BE INVOLVED IN ISSUES REGARDING COST/PAYMENT OF UNIFORMS, BELTS, ETC. FOR GUARDS. SECURITY OFFICERS WILL NOT REPORT TO THEIR POSITION IN A COMBINATION OF UNIFORM AND CIVILIAN CLOTHING, WITH TORN OR FRAYED UNIFORMS, OR WITH HEMS OUT OF TROUSERS.

**SCREENING REQUIREMENTS:**

AGENCY HAS A RIGHT TO REQUEST DRUG TESTING AT NO ADDITIONAL COST TO THE STATE FOR ALL GUARDS BY A CERTIFIED LABORATORY, ACCORDING TO SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA) GUIDELINES. THE REPORT SHALL

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IDENTIFY DRUGS / METABOLITES TESTED FOR, WHETHER POSITIVE OR NEGATIVE. THE REPORT SHALL ALSO INDICATE THE DATE AND TIME OF SPECIMEN COLLECTION, THE DATE RECEIVED BY THE LABORATORY, AND THE DATE AND TIME REPORTED.

THE AGENCY RESERVES THE RIGHT TO REQUEST ADDITIONAL DRUG SCREENS FOR SECURITY GUARDS FOR REASONABLE CAUSE. ANY SECURITY GUARD WHO TESTS POSITIVE ON ANY DRUG SCREEN SHALL BE IMMEDIATELY DISMISSED.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO REQUEST THAT THE CONTRACTOR PROVIDE THE OFFICE OF STATE PROCUREMENT EMPLOYEE DRUG TESTING RESULTS AT NO ADDITIONAL COST TO THE STATE.

CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SATISFACTORY STANDARDS OF EMPLOYEE COMPETENCY, CONDUCT, APPEARANCE, AND INTEGRITY, AND SHALL BE RESPONSIBLE FOR TAKING SUCH DISCIPLINARY ACTION WITH RESPECT TO HIS EMPLOYEES AS MAY BE NECESSARY.

**REPORTING REQUIREMENTS:**

THE CONTRACTOR MAY BE REQUIRED TO SUBMIT MONTHLY SHIFT SHEETS TO THE AGENCY. THE CONTRACTOR MUST MAINTAIN COMPLETE AND ACCURATE RECORDS TO SUBSTANTIATE SERVICES PROVIDED TO THE AGENCY. THE CONTRACTOR'S RECORDS MUST DOCUMENT A) NAME OF SECURITY GUARD PROVIDING SERVICE B) DATE SERVICE PROVIDED, AND C) TIME/SHIFT SERVICE WAS PROVIDED.

A. THE AGENCY RESERVES THE RIGHT TO REQUEST ADDITIONAL REPORTS, WHICH CONTAIN DOCUMENTED PROOF THAT THE REQUIREMENTS AS STATED HEREIN ARE BEING COMPLIED WITH.

ON A PERIODIC BASIS, AND/OR AT THE REQUEST OF THE AGENCY, THE CONTRACTOR SHALL CONDUCT AN EXAMINATION AND REVIEW OF THE SECURITY GUARD'S PERFORMANCE WHILE ON DUTY. A WRITTEN REPORT SHALL BE SUBMITTED TO THE AGENCY AND SHALL CONTAIN THE FOLLOWING INFORMATION REGARDING THE EXAMINATION AND REVIEW: A) FINDINGS OF COMPLIANCE INSPECTIONS B) DOCUMENTED INFORMATION, SUCH AS THE DATE C) SECURITY GUARD'S NAME AND D) COMMENTS REGARDING THE SECURITY GUARD'S PERFORMANCE.

**STAFFING STANDARDS:**

THE CONTRACTOR SHALL HAVE A PAGING DEVICE / CELL PHONE, OR ANSWERING SERVICE NUMBER SO THAT HE/SHE MAY BE CONTACTED BY THE AGENCY CONTACT 24 HOURS PER DAY. ALL CALLS MUST BE RETURNED WITHIN A TWO-HOUR PERIOD.

ANY CHANGE IN TELEPHONE / PAGER NUMBERS MUST BE MADE AVAILABLE TO THE AGENCY, AS WELL AS STATE PROCUREMENT, WITHIN A TWENTY-FOUR (24) HOUR PERIOD.

**ABSENTEEISM:**

THE CONTRACTOR SHALL PROVIDE RELIEF PERSONNEL AS NECESSARY TO ENSURE THAT



EACH ASSIGNMENT IS PERFORMED DAILY PER CONTRACT SPECIFICATIONS, REGARDLESS OF EMPLOYEE ABSENTEEISM.

**CORRESPONDENCE:**

THE CONTRACTOR OR HIS DESIGNEE SHALL RESPOND TO ALL INQUIRIES, COMPLAINTS, AND OTHER WRITTEN CORRESPONDENCE FROM AGENCY PERSONNEL WITHIN A 7-DAY PERIOD. CORRESPONDENCE SHALL BE ON THE CONTRACTOR'S OFFICIAL STATIONERY.

**CERTIFIED PAYROLL RECORDS:**

UPON REQUEST IN WRITING BY THE AGENCY, THE CONTRACTOR SHALL WITHIN FIVE (5) WORKING DAYS, FURNISH A CERTIFIED COPY OF THE LATEST PAYROLL PERIOD PRIOR TO THE DATE OF SAID REQUEST. THIS RECORD SHALL REFLECT PAYMENTS FOR ALL CONTRACTOR'S EMPLOYEES WORKING UNDER THIS CONTRACT DURING THE PAYROLL PERIOD. THE STATE MAY REQUEST COPIES OF ANY OR ALL SUCH PAYROLLS DURING THE LIFE OF THIS CONTRACT.

**RESPONSIBILITIES OF THE CONTRACTOR:**

1.  ALL SECURITY PERSONNEL, EQUIPMENT, UNIFORMS AND ANY OTHER EQUIPMENT NECESSARY TO PERFORM DUTIES MUST BE PROVIDED BY THE CONTRACTOR.
2.  CONTRACTOR AGREES THAT ALL CONTRACTED SECURITY PERSONNEL WILL BE ORIENTED TO AND ARE RESPONSIBLE FOR BEING FAMILIAR WITH AND ADHERING TO AGENCY'S CONTRACTED SECURITY DUTIES AND RESPONSIBILITIES AS OUTLINED IN THIS CONTRACT. AGENCY REQUESTS THAT CONTRACTOR DOES NOT CHANGE THE PERSONNEL WHEN AT ALL POSSIBLE, UNLESS SAID PERSONNEL ARE NOT PERFORMING SATISFACTORILY.
3.  IF REQUESTED BY AGENCY, CONTRACTOR AGREES TO PROVIDE TO AGENCY A WRITTEN SECURITY PERSONNEL SCHEDULE ON A WEEKLY BASIS, WHICH DEPICTS NAMES OF ASSIGNED PERSONNEL AND TIMES OF SHIFTS. ANY DEVIATION FROM THIS SCHEDULE IS TO BE PROMPTLY REPORTED TO **AGENCY MANAGEMENT** AND/OR THE DESIGNATED SITE CONTACT PERSONS.

IF FOR ANY REASON ANY SECURITY PERSONNEL IS DEEMED UNSUITABLE BY AGENCY, THE CONTRACTOR SHALL AGREE TO REPLACE THE PERSONNEL WITHIN 24 HOURS.

IF REQUESTED BY AGENCY, CONTRACTOR AGREES TO PROVIDE A WEEKLY REPORT INCLUSIVE OF A REPORT INDICATING SECURITY PERSONNEL ASSIGNMENTS AND THE RESULTS OF MONITORING CHECKS.

CONTRACTOR IS TO COMMUNICATE (REPORT TO, INFORM, CONSULT, AND/OR ADVISE) AS APPROPRIATE AND NECESSARY TO ONLY AGENCY PERSONNEL, AS DESIGNATED.

GOVERNING LAW - THIS AGREEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

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NON-ASSIGNABLE CLAUSE - THE CONTRACTOR SHALL NOT ASSIGN ANY INTEREST IN THIS CONTRACT AND SHALL NOT TRANSFER THE SAME.

REFERENCES – IF REQUESTED, BIDDER MUST FURNISH THIS AGENCY WITH AT LEAST 2 REFERENCES REGARDING ANY PREVIOUS OR CURRENT EMPLOYERS WITH WHICH THE BIDDER HAS OR HAD PROVIDED A SECURITY SERVICES CONTRACT.

1. NAME OF EMPLOYER:  
ADDRESS:  
CITY, STATE, ZIP:  
TELEPHONE:  
EMAIL:
  
2. NAME OF EMPLOYER:  
ADDRESS:  
CITY, STATE, ZIP:  
TELEPHONE:  
EMAIL:

CONTRACTOR IS TO PROVIDE PROTECTION AGAINST UNAUTHORIZED PERSONNEL ON PREMISES. NOTED VIOLATIONS ARE TO BE REPORTED IMMEDIATELY TO **AGENCY MANAGEMENT** AND/OR THE DESIGNATED SITE CONTACT PERSONS.

\*\*\* UNIFORMED GUARDS TO BE EQUIPPED WITH REGISTRATION CARDS ISSUED BY THE LOUISIANA STATE BOARD OF PRIVATE SECURITY EXAMINERS.

CONTRACTOR MUST REMAIN IN COMPLIANCE WITH ALL STATE LAWS PERTINENT TO SECURITY/LAW ENFORCEMENT OPERATIONS IN EFFECT DURING THIS CONTRACT PERIOD. THIS INCLUDES ANY LAWS THAT WOULD GO INTO EFFECT BY THE LOUISIANA STATE BOARD OF PRIVATE SECURITY EXAMINERS.

PAYMENT OF SERVICES - PAYMENT WILL BE MADE MONTHLY UPON RECEIPT OF INVOICE FROM THE CONTRACTOR THAT DOCUMENTS THE ACTUAL HOURS OF SERVICES PROVIDED. HOURS WILL BE VERIFIED WITH SIGN-IN SHEETS.

\*\*\* IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 37:3270 - 3298, ALL BIDDERS ELIGIBLE FOR AWARD MUST BE CURRENTLY LICENSED BY THE LOUISIANA STATE BOARD OF PRIVATE SECURITY EXAMINERS PRIOR TO AWARD. CONTACT THE BOARD AT (225) 272-2310.

"NON-PERFORMANCE" SHALL BE DEFINED AS FAILURE TO MEET ANY REQUIREMENTS AS SPECIFIED IN THE CONTRACT. NON-PERFORMANCE WILL BE AT THE DISCRETION OF THE ADMINISTRATOR OF THE FACILITY WHERE SERVICES ARE BEING PROVIDED.

CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATES DICTATED BY TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED; SECTION 402 OF THE VIETNAM

ERA VETERANS ADJUSTMENT ASSISTANCE ACT OF 1974; SECTION 503 OF THE REHABILITATION ACT OF 1973 AND TO SECTION 202 OF EXECUTIVE ORDER 11246 AS AMENDED. CONTRACTOR AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, SEX, AGE, COLOR, RELIGION, NATIONAL ORIGIN, DISABLED VETERAN, POLITICAL BELIEF, VETERAN STATUS OR ANY OTHER NON-MERIT FACTOR.

**INSURANCE REQUIREMENTS FOR CONTRACTORS:**

THE CONTRACTOR SHALL PURCHASE AND MAINTAIN FOR THE DURATION OF THE CONTRACT INSURANCE AGAINST CLAIMS FOR INJURIES TO PERSONS OR DAMAGES TO PROPERTY WHICH MAY ARISE FROM OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK HEREUNDER BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS. THE COST OF SUCH INSURANCE SHALL BE INCLUDED IN THE BIDDER'S PRICING.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

**1. WORKERS COMPENSATION**

WORKERS COMPENSATION INSURANCE SHALL BE IN COMPLIANCE WITH THE WORKERS COMPENSATION LAW OF THE STATE OF THE CONTRACTOR'S HEADQUARTERS. EMPLOYERS LIABILITY IS INCLUDED WITH A MINIMUM LIMIT OF \$1,000,000 PER ACCIDENT/PER DISEASE/PER EMPLOYEE. IF WORK IS TO BE PERFORMED OVER WATER AND INVOLVES MARITIME EXPOSURE, APPLICABLE LHWCA, JONES ACT, OR OTHER MARITIME LAW COVERAGE SHALL BE INCLUDED. A.M. BEST'S INSURANCE COMPANY RATING REQUIREMENT MAY BE WAIVED FOR WORKERS' COMPENSATION COVERAGE ONLY.

**2. COMMERCIAL GENERAL LIABILITY**

COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING PERSONAL AND ADVERTISING INJURY LIABILITY AND PRODUCTS AND COMPLETED OPERATIONS, SHALL HAVE A MINIMUM LIMIT PER OCCURRENCE OF \$1,000,000 AND A MINIMUM GENERAL AGGREGATE OF \$2,000,000. THE INSURANCE SERVICES OFFICE (ISO) COMMERCIAL GENERAL LIABILITY OCCURRENCE COVERAGE FORM CG 00 01 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THE POLICY. CLAIMS-MADE FORM IS UNACCEPTABLE.

**3. AUTOMOBILE LIABILITY**

AUTOMOBILE LIABILITY INSURANCE SHALL HAVE A MINIMUM COMBINED SINGLE LIMIT PER OCCURRENCE OF \$1,000,000. ISO FORM NUMBER CA 00 01 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THE POLICY. THIS INSURANCE SHALL INCLUDE THIRD-PARTY BODILY INJURY AND PROPERTY DAMAGE LIABILITY FOR OWNED, HIRED AND NON-OWNED AUTOMOBILES.

**B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND ACCEPTED BY THE AGENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEDUCTIBLES AND SELF-INSURED RETENTIONS.

**C. OTHER INSURANCE PROVISIONS**

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

1. COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND CYBER LIABILITY COVERAGES

a.  THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS SHALL BE NAMED AS AN ADDITIONAL INSURED AS REGARDS NEGLIGENCE BY THE CONTRACTOR. ISO FORM CG 20 10 (FOR ONGOING WORK) AND CG 2037 (FOR COMPLETED WORK) (CURRENT FORMS APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, ARE TO BE USED WHEN APPLICABLE. THE COVERAGE SHALL CONTAIN NO SPECIAL LIMITATIONS ON THE SCOPE OF PROTECTION AFFORDED TO THE AGENCY.

b.  THE CONTRACTOR'S INSURANCE SHALL BE PRIMARY AS RESPECTS THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS FOR ANY AND ALL LOSSES THAT OCCUR UNDER THE CONTRACT. ANY INSURANCE OR SELF-INSURANCE MAINTAINED BY THE AGENCY SHALL BE EXCESS AND NON-CONTRIBUTORY OF THE CONTRACTOR'S INSURANCE.

2. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

TO THE FULLEST EXTENT ALLOWED BY LAW, THE INSURER SHALL AGREE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS FOR LOSSES ARISING FROM WORK PERFORMED BY THE CONTRACTOR FOR THE AGENCY.

3. ALL COVERAGES

a.  ALL POLICIES MUST BE ENDORSED TO REQUIRE 30-DAY WRITTEN NOTICE OF CANCELLATION TO THE AGENCY. TEN-DAY WRITTEN NOTICE OF CANCELLATION IS ACCEPTABLE FOR NON-PAYMENT OF PREMIUM. NOTIFICATIONS SHALL COMPLY WITH THE STANDARD CANCELLATION PROVISIONS IN THE CONTRACTOR'S POLICY. IN ADDITION, CONTRACTOR IS REQUIRED TO NOTIFY AGENCY OF POLICY CANCELLATIONS OR REDUCTIONS IN LIMITS.

b.  THE ACCEPTANCE OF THE COMPLETED WORK, PAYMENT, FAILURE OF THE AGENCY TO REQUIRE PROOF OF COMPLIANCE, OR AGENCY'S

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ACCEPTANCE OF A NON-COMPLIANT CERTIFICATE OF INSURANCE SHALL NOT RELEASE THE CONTRACTOR FROM THE OBLIGATIONS OF THE INSURANCE REQUIREMENTS OR INDEMNIFICATION AGREEMENT.

- c.  THE INSURANCE COMPANIES ISSUING THE POLICIES SHALL HAVE NO RECOURSE AGAINST THE AGENCY FOR PAYMENT OF PREMIUMS OR FOR ASSESSMENTS UNDER ANY FORM OF THE POLICIES.
- d.  ANY FAILURE OF THE CONTRACTOR TO COMPLY WITH REPORTING PROVISIONS OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS.

**D. ACCEPTABILITY OF INSURERS**

- 1.  ALL REQUIRED INSURANCE SHALL BE PROVIDED BY A COMPANY OR COMPANIES LAWFULLY AUTHORIZED TO DO BUSINESS IN THE JURISDICTION IN WHICH THE PROJECT IS LOCATED. INSURANCE SHALL BE PLACED WITH INSURERS WITH AN A.M. BEST'S RATING OF **A-:VI OR HIGHER**. THIS RATING REQUIREMENT MAY BE WAIVED FOR WORKERS' COMPENSATION COVERAGE ONLY.
- 2.  IF AT ANY TIME AN INSURER ISSUING ANY SUCH POLICY DOES NOT MEET THE MINIMUM A.M. BEST RATING, THE CONTRACTOR SHALL OBTAIN A POLICY WITH AN INSURER THAT MEETS THE A.M. BEST RATING AND SHALL SUBMIT ANOTHER CERTIFICATE OF INSURANCE WITHIN THIRTY (30) DAYS.

**E. VERIFICATION OF COVERAGE**

- 1.  CONTRACTOR SHALL FURNISH THE AGENCY WITH CERTIFICATES OF INSURANCE REFLECTING PROOF OF REQUIRED COVERAGE. THE CERTIFICATES FOR EACH INSURANCE POLICY ARE TO BE SIGNED BY A PERSON AUTHORIZED BY THAT INSURER TO BIND COVERAGE ON ITS BEHALF. THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY THE AGENCY BEFORE WORK COMMENCES AND UPON ANY CONTRACT RENEWAL OR INSURANCE POLICY RENEWAL THEREAFTER.

- 2.  THE CERTIFICATE HOLDER SHOULD BE LISTED AS FOLLOWS:

STATE OF LOUISIANA  
OFFICE OF STATE PROCUREMENT  
1201 N. THIRD ST.; SUITE 2-160  
BATON ROUGE, LA 70802

- 3.  IN ADDITION TO THE CERTIFICATES, CONTRACTOR SHALL SUBMIT THE DECLARATIONS PAGE AND THE CANCELLATION PROVISION FOR EACH

INSURANCE POLICY. THE AGENCY RESERVES THE RIGHT TO REQUEST COMPLETE CERTIFIED COPIES OF ALL REQUIRED INSURANCE POLICIES AT ANY TIME.

4.  UPON FAILURE OF THE CONTRACTOR TO FURNISH, DELIVER AND MAINTAIN SUCH INSURANCE, THIS CONTRACT, AT THE ELECTION OF THE AGENCY, MAY BE SUSPENDED, DISCONTINUED OR TERMINATED. FAILURE OF THE CONTRACTOR TO PURCHASE AND/OR MAINTAIN ANY REQUIRED INSURANCE SHALL NOT RELIEVE THE CONTRACTOR FROM ANY LIABILITY OR INDEMNIFICATION UNDER THE CONTRACT.

**F. SUBCONTRACTORS**

CONTRACTOR SHALL INCLUDE ALL SUBCONTRACTORS AS INSURED UNDER ITS POLICIES OR SHALL BE RESPONSIBLE FOR VERIFYING AND MAINTAINING THE CERTIFICATES PROVIDED BY EACH SUBCONTRACTOR. SUBCONTRACTORS SHALL BE SUBJECT TO ALL OF THE REQUIREMENTS STATED HEREIN. THE AGENCY RESERVES THE RIGHT TO REQUEST COPIES OF SUBCONTRACTOR'S CERTIFICATES AT ANY TIME.

**G. WORKERS COMPENSATION INDEMNITY**

IN THE EVENT CONTRACTOR IS NOT REQUIRED TO PROVIDE OR ELECTS NOT TO PROVIDE WORKERS COMPENSATION COVERAGE, THE PARTIES HEREBY AGREE THAT CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES WILL HAVE NO CAUSE OF ACTION AGAINST, AND WILL NOT ASSERT A CLAIM AGAINST, THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES AS AN EMPLOYER, WHETHER PURSUANT TO THE LOUISIANA WORKERS COMPENSATION ACT OR OTHERWISE, UNDER ANY CIRCUMSTANCE. THE PARTIES ALSO HEREBY AGREE THAT THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES SHALL IN NO CIRCUMSTANCE BE, OR CONSIDERED AS, THE EMPLOYER OR STATUTORY EMPLOYER OF CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES. THE PARTIES FURTHER AGREE THAT CONTRACTOR IS A WHOLLY INDEPENDENT CONTRACTOR AND IS EXCLUSIVELY RESPONSIBLE FOR ITS EMPLOYEES, OWNERS, AND AGENTS. CONTRACTOR HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES HARMLESS FROM ANY SUCH ASSERTION OR CLAIM THAT MAY ARISE FROM THE PERFORMANCE OF THIS CONTRACT.

**H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

1.  CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY, SAVE, AND HOLD HARMLESS, THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS AND COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, AND VOLUNTEERS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND LIABILITY ARISING OUT OF INJURY OR DEATH TO ANY PERSON OR THE DAMAGE, LOSS OR DESTRUCTION OF ANY PROPERTY

**Attachment A – Special Terms and Conditions**

**RFX No. 3000016793**

**TITLE: Armed Guard Services - LWC**

WHICH MAY OCCUR, OR IN ANY WAY GROW OUT OF, ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, SERVANTS, AND EMPLOYEES, OR ANY AND ALL COSTS, EXPENSES AND/OR ATTORNEY FEES INCURRED BY CONTRACTOR AS A RESULT OF ANY CLAIMS, DEMANDS, SUITS OR CAUSES OF ACTION, EXCEPT THOSE CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION ARISING OUT OF THE NEGLIGENCE OF THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES AND VOLUNTEERS.

2.  CONTRACTOR AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION AT ITS SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF THE CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION ARE GROUNDLESS, FALSE OR FRAUDULENT. THE STATE OF LOUISIANA MAY, BUT IS NOT REQUIRED TO, CONSULT WITH THE CONTRACTOR IN THE DEFENSE OF CLAIMS, BUT THIS SHALL NOT AFFECT THE CONTRACTOR'S RESPONSIBILITY FOR THE HANDLING OF AND EXPENSES FOR ALL CLAIMS.

**BLANKET FIDELITY BOND COVERAGE:**

THE CONTRACTOR SHALL PROVIDE BLANKET FIDELITY BOND COVERAGE. BLANKET FIDELITY BOND COVERAGE SHALL HAVE A MINIMUM PER OCCURRENCE OF \$100,000 AND SHALL BE FOR THE BENEFIT OF THE STATE OF LOUISIANA FOR LOSS RESULTING FROM DISHONESTY OF CONTRACTOR'S EMPLOYEES THAT ARE ENGAGED IN PERFORMING WORK UNDER THIS CONTRACT. A BLANKET CRIME INSURANCE POLICY, WITH A MINIMUM OF \$100,000 PER OCCURRENCE FOR EMPLOYEE THEFT AND ENDORSED TO INCLUDE THE STATE OF LOUISIANA AS A NAMED INSURED, IS ACCEPTABLE IN LIEU OF THE FIDELITY BOND COVERAGE.

**ALL OR NONE AWARD:**

AWARD TO BE MADE ON AN ALL-OR NONE BASIS TO THE OVERALL LOW BIDDER MEETING THE SPECIFICATIONS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO REJECT INDIVIDUAL LINE ITEMS FROM THE AWARD.

**ESTIMATED QUANTITY:**

THE LISTED QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE AND TERMS STATED IN THE BID.

**CONTRACT PERIOD**

THIS CONTRACT SHALL BE EFFECTIVE FOR THE PERIOD BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022.

**RENEWAL OPTION:**

AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS

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**TITLE: Armed Guard Services - LWC**

CONTRACT MAY BE EXTENDED FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

**SUFFICIENT INFORMATION:**

SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS. FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.

\*\*\*\*\*

Any questions, please contact buyer at the Office of State Procurement immediately.

State Procurement Analyst: Wesley LeBlanc, phone: 225-342-4814, email: Wesley.leblanc@la.gov





## **Armed Security Guard Contractor Specifications**

### **Louisiana Workforce Commission**

**1001 North 23<sup>rd</sup> Street  
Baton Rouge, LA. 70802**

**The intent of these specifications is to provide for a complete Armed Security Guard Service Contract for the Louisiana Workforce Commission Main Campus Office locations.**

### **General Conditions:**

All Contractor personnel are expected to work in a manner which will maintain the security and best interests of Louisiana Workforce Commission, hereinafter referred to as 'The Agency'. The agency reserves the right to require the Contractor to dismiss any employees deemed incompetent, careless, insubordinate or otherwise objectionable or any person whose actions are deemed to be contrary to public interests or inconsistent with the best interest of the agency. The Contractor agrees that during the term of this contract, Contractor and Contractor's employees will conduct themselves in a careful and prudent manner and that they will not permit the facility placed at their disposal to be used for purposes other than those specified herein.

### **Security Guard Duties:**

1.  Armed security guards are to be on duty on Louisiana Workforce Commission premises every day of the year, 24 hours a day, 7 days a week, including holidays, with routine scheduling as follows.
  - a.  Monday through Friday
    - i.  Two Guards – 6am to 2pm - 8 hour shift – Headquarters Bldg.
    - ii.  One Guard – 8am to 5pm (Hour Lunch) – 8 hour shift – Supervisor
    - iii.  One Guard – 8am to 5pm (Hour Lunch) – 8 hour shift – Acme Bldg.
    - iv.  Two Guards – 2pm to 10pm – 8 hour shift – Headquarters Bldg.
    - v.  One Guard – 10pm to 6am – 8 hour shift – Headquarters Bldg.
  - b.  Saturday and Sunday
    - i.  One Guard – 6am to 6pm – 12 hour shift – Headquarters Bldg.
    - ii.  One Guard – 6pm to 6am – 12 hour shift – Headquarters Bldg.
  - c.  Holidays / Weekday Office Closures (as designated by the Agency) (This 8 hour shift schedule may also be used as an option for the weekend duty schedule.)
    - i.  One Guard – 6am to 2pm – 8 hour shift – Headquarters Bldg.
    - ii.  One Guard – 2pm to 10pm – 8 hour shift – Headquarters Bldg.
    - iii.  One Guard – 10pm to 6am – 8 hour shift – Headquarters Bldg.



## Attachment B – Specifications

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Title: Armed Guard Services - LWC

2.  Daily operational supervision of campus security will come from the Director of the Administrative Services Division for the Agency or their designated managers or supervisors.
3.  All security incidents or issues will be reported immediately to Agency management.
4.  Protection of personnel within the building or on the grounds from physical injury.
5.  Protection of property within the building or on the grounds from theft, damage, or vandalism.
6.  Ingress and egress control of personnel and visitors.
  
7.  Security guards will assist with emergency crisis management and intervene as situations dictate. Security guards shall respond immediately to communication regarding emergencies of requests for assistance.
8.  Security guard on duty during weekday p.m. hours will close parking lot gates at the end of designated business hours, no later than 6pm. Security guard on duty during weekday a.m. hours will open gates in advance of start of designated business hours, no later than 6am.
9.  Remain at Guard Station in Atrium Lobby or assigned security station provided throughout the day except for patrolling, which may take up to 15 minutes every hour.
10.  Patrol inside of building for safety and security concerns.
11.  Patrol perimeter of building and parking lots for safety and security concerns.
12.  Monitor all Agency parking lots for enforcement of parking restrictions. Issue parking violation notices, as needed.
13.  Monitor lobby and/or entrance area and visitor access to other parts of the building. Issue visitor badges, as needed.
14.  Check boiler room and all floors of the buildings at least once every two hours during the evening and weekend shifts, and document times checked.
15.  Interact with any disruptive or agitated visitors in such a way to avoid escalation of disruption or agitation.
16.  Greet visitors promptly and offer friendly and polite conversation when the visitor welcomes such.
17.  Monitor all buildings on premises for any signs of unauthorized access during or after business hours.
18.  Demonstrate the ability to interact with clients, employees, and visitors in a respectful manner that helps prevent agitation or disruptive behavior.
19.  Communicate to administration and supervisory staff any observed signs of security risks.
20.  Monitor daily flow of visitors, wait times, and any problems with related processes.
21.  Observe for weapons, contraband, or illegal items brought into the facility or building and notify visitors to remove such items from the premises.
22.  Encourage appropriate communication and attire in the building.
23.  Call for assistance (911, police or fire department, etc.) when any incidents occur.
24.  Keep agency employees and visitors away from risky or unsafe situations.
25.  Other Security duties and tasks as assigned by agency management.



**Contractor's Qualifications:**

The Contractor must be an established business having at least five (5) years satisfactory experience in the full time security guard services.

In accordance with Louisiana revised statutes 47:3270-3298, the Contractor must be licensed by the Louisiana State Board of Private Security Examiners. Contact the Board at 225-272-2310.

Each bidder should attach an organization profile of their company; however, it must be submitted prior to award. This description is to include but is not limited to the following information:

1.  The year the company was formed.
2.  Total number of years of company security experience.
3.  Total number of security employees employed with the company.
4.  Total number of businesses and/or comparable facilities under contract for security guard services.
5.  Total number of security employees (full-time and part-time) as well as management personnel bidder intends to utilize for all facilities in this contract.
6.  Copy of license issued by the Louisiana State Board of Private Security Examiners.
7.  Copy of financial statement covering the twelve-month period preceding the proposal submission date.

The Contractor will procure insurance, and shall show evidence of such insurance in the form of Certificate(s) of Insurance as part of bid submission, prior to contract award.

The Contractor shall not allow any person that is not on the Contractor's or the Agency's payroll in the facility at any time, unless instructed to do so by the Agency.

The Contractor will hold and save the Agency, its officers, agents and employees harmless from liability of any nature or kind including costs and expenses for or as a result of any lawsuit or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract by the Contractor or its agents, provided that the act, omission, conduct, activity or nonperformance giving rise to the claim for indemnification was the result of bad faith, misconduct or negligence on the part of the Contractor or its agents.

The Contractor is to contract for services and employment in Contractor's firm name only, and will not implicate the Agency directly or by inference in these transactions. The Contractor is to be in all respects an independent Contractor and none of its employees is to be regarded as employees of the Agency.

The Contract is not to be assigned or transferred by the Contractor to any subcontractor or any other party during the term of the contract unless approval is received from the Office of State Procurement.



## Attachment B – Specifications

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At the option of the State of Louisiana and acceptance by the Contractor, this contract may be extended for two additional twelve (12) month periods at the same price, terms and conditions. The Contract is not to exceed thirty-six months.

The terms and conditions of this contract cannot be changed, altered or modified in any way without the advance written approval of both parties. If, because of reasons beyond the control of the Agency (e.g. fire), business operations in any or all of the facilities is interrupted or

stopped, the Agency shall have the right to terminate this contract upon ten (10) days certified written notice without any penalty thereof.

The Contractor shall purchase all licenses required for the operation of this contract and pay all local, state and federal taxes.

### **Armed Security Guard Qualifications:**

The Contractor must provide security guards that meet all of the following minimum qualifications. The state agency reserves the right to interview and accept or reject any security guard(s) prior to being assigned by the Contractor.

1.  Guards must be at least 21 years of age, registered and armed, having completed all required classroom training, weapons/firearms safety training, and weapons qualification.
2.  In accordance with Louisiana revised statutes 47:3270-3298, the Armed Guards must be licensed by the Louisiana State Board of Private Security Examiners. Contact the Board at 225-272-2310.
3.  Registration cards issued by the Louisiana State Board of Private Security Examiners must be in the guard's possession at all times while on duty at the Agency.
4.  All guards assigned to work at the Agency must possess a high school diploma or a General Equivalency Diploma (GED).
5.  The Contractor will provide the names, social security numbers, and addresses of personnel when assigned to work at the Agency.
6.  All guards must possess basic computer skills, including typing, and be able to prepare incident reports and provide visitor badges.

### **Armed Guards Minimum Training Requirements:**

All guards assigned to the Agency facility must have completed, at a minimum, 8 hours classroom security training prior to assignment, and four (4) hours minimum site-specific, on-the-job-training at the Agency facility. The Contractor must provide training that includes, at a minimum, weapons training (classroom and range qualification), annual weapons re-qualification, and annual refresher training of at least eight (8) hours.

The required training referenced above must include a lesson plan or learning package covering each of the following specific topics:



1.  Orientation to R.S. 37:3270 through 3299 and the board's rules and regulations.
2.  Legal powers and limitations of a security officer.
3.  Emergency procedures.
4.  General duties/field notes/report writing.
5.  Legal limitations on use of weapons.
6.  Handling of a weapon.
7.  Safety and maintenance.
8.  Dim light firing.
9.  A shoot, don't shoot program.
10.  Stress factors.

### **Screening Requirements:**

The Contractor is required to conduct a background investigation on all security guards to be assigned to the Agency prior to assigning guards to Agency sites.

The Agency has a right to request drug testing at no additional cost to the state for all guards by a certified laboratory according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines. The report shall identify the drugs/metabolites tested for, whether positive or negative. The report shall also indicate the date and time of specimen collection, the date received by the laboratory, and the date and time reported.

The Agency reserves the right to request additional drug screens for security guards for reasonable cause. Any security guard(s) who test positive on any drug screens shall be immediately dismissed. The Contractor shall be responsible for all cost associated with the drug testing.

If at any time a change in personnel is made, the Contractor must provide the information on new employee(s) on drug testing, before her or she may begin work.

### **Contractor Performance:**

In all cases, the Agency expects the Contractor to assign its best-qualified and performing personnel to this contract. The Agency shall assume that poorly qualified and poorly performing personnel are failures of the Contractor to perform adequately. It is desirable that officers have a minimum of three (3) years' experience in security; however, all officers must have a minimum of one (1) year experience.

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, performance, conduct, appearance and integrity. The Contractor shall also be responsible for taking such disciplinary action with respect to his employees as may be necessary.

The Contractor is responsible for conducting field inspections where the regional manager or supervisory personnel of the Contractor check on guards assigned to the Agency. This is to



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ensure that they are on post and performing required tasks in a satisfactory manner. Supervisory personnel should conduct additional training in the field periodically and on-site training as required to bring guard performance up to expectations of the Agency.

**Contractor shall provide that one guard assigned to the site has duties as the site supervisor, and is required to compensate this supervisor at a minimum of \$15.00 per hour. Contractor is required to compensate all other assigned armed guards at a minimum of \$13.00 per hour, and shall provide for the electronic direct deposit of payroll checks.**

**Guards must be compensated in a regular and timely manner in accordance with Louisiana revised statute 23:633.**

All security guard personnel, equipment, uniforms, and any other equipment necessary to perform duties of this contract must be provided by the Contractor.

Security Guards shall wear appropriate uniforms that have been approved by the Louisiana State Board of Private Security Examiners and that are clean, pressed, and well maintained. **The Contractor is required to provide two (2) seasonal uniforms to armed guards at no cost at time of initial issue; the contractor may recover cost of uniforms that are not returned at the end of guard's employment with the Contractor.** Security Officers will not appear on position in a combination of uniform and civilian clothing, with torn or frayed uniforms or with hems out of trousers.

Contractor shall provide annual training and weapons qualification at no cost to the armed guards, with the exception of training ammunition cost which may be required to be incurred by the armed guards.

**Contractor is responsible for payment of all license or registration fees or costs due to the Louisiana State Board of Private Security Examiners for the armed guards.**

The Contractor shall provide certified guard employees as needed to ensure coverage for 24 hours per day/7 days per week (24/7) basis. The Contractor shall provide emergency substitutes for any personnel absenteeism or shortages. Substitutes must meet all experience and training requirements.

The Contractor will be reimbursed for overtime and holiday pay at only the additional rate paid to the guard. Example, the agency will reimburse only the additional \$6.50 in overtime for regular armed guard and the additional \$7.50 overtime for armed guard supervisor.

The Contractor shall provide additional guards at the request of the Agency, in cases of emergencies such as disasters, security risks or other unforeseen incidents that may be seen as harmful to Agency employees and visitors. These additional guards shall be provided at a **minimum of \$13.00 per hour**. The Agency shall be responsible for notifying the Contractor of these changes as soon as the Agency is aware of the need.





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If for any reason any security guard personnel is deemed unsuitable by the agency, the contractor shall agree to replace the personnel within 24 hours.

If Contractor does not perform or render services as specified in this document, the Agency reserves the right to make adjustments to Contractor's invoice.

The Agency and/or the Office of State Procurement have the right to verify with the State Board of Private Security Examiners that the Contractor's guards are registered and have proper

training. If the Board finds the Guards are not registered and trained properly, the contract may be terminated, and the guard(s) must leave the Agency facilities immediately.

### **Reporting Requirements:**

The Contractor must submit monthly shift report/time sheets to the Agency. The Contractor must maintain complete and accurate records to substantiate services provided to the Agency. The Contractor's records must document:

1.  Name of Security guard providing service.
2.  Date of Service provided
3.  Time/shift service was provided.

The Agency reserves the right to request additional reports, which contain documented proof the requirements as stated herein are being complied with.

On a periodic basis, at a minimum of once per year for each security guard, and/or at the request of the Agency, the contractor shall conduct an examination and review of the security guard's performance while on duty. A written report shall be submitted to the Agency and shall contain the following information regarding the examination and review:

1.  Findings of compliance inspections.
2.  Documented information such as the date.
3.  Security guards' name
4.  Comments regarding the security guard's performance.

### **Staffing Standards:**

The Contractor shall have a telephone/paging device or answering service number so that he/she may be contacted by the agency contact 24 hours per day by telephone or pager. All calls must be returned within a two (2) hour period.

Any change in telephone/beeper numbers must be made available to the Agency within a twenty-four (24) hour period.



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Absenteeism- the Contractor shall provide relief personnel as necessary to ensure that each assignment is performed daily per contract specifications regardless of employee absenteeism. Excessive vacant or unfilled shifts shall be considered a contract performance issue.

### **Correspondence:**

The Contractor or his designee shall respond to all inquiries, complaints, and other written correspondence from Agency personnel within a 7-day period. Correspondence shall be on the Contractor's official stationary.

### **Certified Payroll Records:**

Upon request in writing by the Agency, the Contractor shall, within five (5) working days, furnish a certified copy of the latest payroll period prior to the date of said request. This record shall reflect payments for all of the Contractor's employees working under this contract during the payroll period. The Agency may request copies on any or all such payrolls during the life of this contract.

### **Basis and Method for Deductions for Unsatisfactory Daily Performance:**

If services are not in conformity, or not performed with the requirements of the contract, the Agency shall use the following guidelines in adjusting the Contractor's invoice: Start up time not to exceed a one-week period.

First Occurrence – Verbal warning. Require the Contractor to immediately perform the services in accordance with the contract.

Second Occurrence – Written documentation notice from the Agency to the Contractor.

Third Occurrence – Written documentation and deduction of 1/60<sup>th</sup> of monthly invoice amount for each job incomplete or not in conformity.

Fourth Occurrence – Written documentation and deduction of 1/30<sup>th</sup> of monthly invoice amount for each job incomplete or not in conformity.

Note: On all written notices, State Purchasing shall notify contractor or reported performance issue(s) submitted by the Agency. Contractor has seven (7) days, from the date of notice, to respond to the reported performance issue(s), in writing to State Purchasing. Contractor's failure to respond to Agency's initial notice of deficiencies in performance issues within the required number of days specified in each notice, may constitute grounds for contract termination.

The Agency contact shall review invoice(s) and any reductions must be approved by State Purchasing prior to any withholdings of payment(s). Should the Contractor's invoice not include any/all necessary reductions, the invoice shall be reduced by the amount of the non-included





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reductions and processed for payment. The Contractor shall be notified of the reduction(s) made with copies of documentation supporting those reductions.

The Agency will notify State Purchasing once a chronic or non-remedied issue is recognized. The Agency shall submit to State Purchasing written documentation of non-performance issues and any attempts made by the Agency or Contractor to resolve the performance issue(s). Copies of all supporting documentation must always be forwarded to State Purchasing.

Shall the Contractor receive two (2) or more reductions, within any thirty (30) work day period, or a total of fifteen (15) reductions during a twelve (12) month period, the contract may be automatically terminated for default.

# ONLINE BIDDING INSTRUCTIONS

**NOTE:** Internet Explorer 11 is the recommended browser to use. Turn off all pop-up blockers before you begin.

1.  Go to the LaPac Website and locate the Bid Number. If you received an email notification of the bid invitation you may click the link in the email to access LaPac and the bid invitation.
2.  Open the Bid Invitation by clicking on the Bid Number in the Description column.

Office of State Procurement

LaPAC

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### Results of Search

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**Department:** All  
**Category:** All  
**Begin Date:**  
**End Date:**  
**Compare Date:**  
**Keywords:**

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To view or print the bid document, click on the bid number below. Any subsequent addenda will also be available via this website. If an addendum has been issued, it will be located directly under the bid being modified and will be designated as an addendum. Solicitations for Statewide Term Contracts are in **RED**.

It is the bidder's responsibility to ensure that all addenda have been reviewed and, if need be printed, signed, and returned.

**WHO SHOULD BE CONTACTED?** If you are having difficulty retrieving a solicitation document, or the document is incomplete, click on the code or number listed in the HELP column to obtain technical assistance. This will display a new screen that will show the person to contact to help you retrieve the document. **IF, HOWEVER, YOU HAVE A QUESTION CONCERNING THE DETAILS OF A SOLICITATION, CONTACT THE PERSON LISTED IN THE SOLICITATION DOCUMENT.**


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NEW To change the sort order (Bid Number, Bid Open Date/Time), click on the underlined column heading to sort by that value.

Bid Number	Description	Date Issued	Bid Open Date/Time	Help
107112-2003036	AGPS REQ ANNATEST 050410 02 <b>Bid Cancelled: 07/16/2010</b> Original: <a href="#">107112-2003036</a> BID OPENING DATE AND TIME REVISED Addendum 1: <a href="#">107112-2003036-1</a>	05/05/2010	05/26/2020 11:00:00 AM CT	<a href="#">107112</a>
107112-2003037	ANNATEST 05052010 01 <b>Bid Cancelled: 05/05/2010</b> Original: <a href="#">107112-2003037</a> CANCELLING SOLICITATION Addendum 1: <a href="#">107112-2003037-1</a>	05/05/2010	05/19/2020 10:00:00 AM CT	<a href="#">107112</a>
300006753	AWARD MEDALS Original: <a href="#">3000006753</a> Attachments: <a href="#">ATTACHMENT A: PICTURE OF MEDAL</a>	01/24/2017	03/01/2017 10:00:00 AM CT	<a href="#">107001</a>

# ONLINE BIDDING INSTRUCTIONS

3.  Click the ONLINE BID RESPONSE LINK on the Bid Invitation.



**STATE OF LOUISIANA**  
Office of State Procurement  
INVITATION TO BID

**RESPONSES WILL BE PUBLICLY OPENED AT THE PHYSICAL ADDRESS BELOW**  
03/01/2017  
10:00 AM CST

**TO SUBMIT AN ELECTRONIC (ONLINE) RESPONSE CLICK THE LINK BELOW.**

**SUBMIT NON-ELECTRONIC RESPONSE TO :** Office of State Procurement  
P.O. Box 94095  
Baton Rouge LA 70804-9095

**Physical Address:**  
1201 N. Third Street, Suite 2-160  
Baton Rouge, LA 70802

**RFx Number:** 3000006753  
**Version:** 1  
**Buyer:** AMY VINCENT  
**Buyer Phone:** 225-342-0274  
**E-Mail:** amy.vincent@la.gov  
**Scheduled Begin Date:**  
**Scheduled End Date:**

Vendor No: \_\_\_\_\_  
Solicitation: 3000006753  
Opening Date: 03/01/2017

Vendor Name and Address: (to be completed by Vendor)

**Ship To Address**  
LDH Office of the Secretary  
Default Stg Loc  
628 N. 4th Street  
Baton Rouge, LA 70802

**ONLINE BID RESPONSE LINK**  
[https://lagoverp.vendorgas.doa.louisiana.gov/rfx/?sepsrm\\_bcid=5887384417E31AF0E10080000A03FFFD](https://lagoverp.vendorgas.doa.louisiana.gov/rfx/?sepsrm_bcid=5887384417E31AF0E10080000A03FFFD)

QUESTIONS TO BE COMPLETED BY VENDOR	Required
1. Have you reviewed all attachments to the bid invitation and answered all questions?	YES
2. Have you attached/included all required files to the bid response?	YES
3. Delivery will be made this number of days after receipt of order (BRO)	

4.  Enter your LAGOV vendor ID number and password. *Note: Your ID and Password were created and activated during the vendor registration process in the LAGOV Vendor Portal site. If you have not registered in LAGOV, go back to the Bid Invitation and click the link to the LAGOV registration site.*

5.  The Bid Invitation (aka RFx) is displayed. Click the Register button at the top of the screen. This registers your company as a bidder on this particular Bid Invitation. If there is no Register button, you are already registered to the bid and can skip this step.

6.  Click the Create Response button at the top of the screen. Your RFx Response number is displayed at the top of the screen.

**Create RFx Response: 4000010810**

7.  To proceed read the Notice and check the box to accept the terms.

Attention: La. R.S. 39:1594(C)(4) requires evidence of authority to sign and submit bids to the State of Louisiana. By clicking the box below, you acknowledge one of the following four descriptions applies to the signer of this bid:

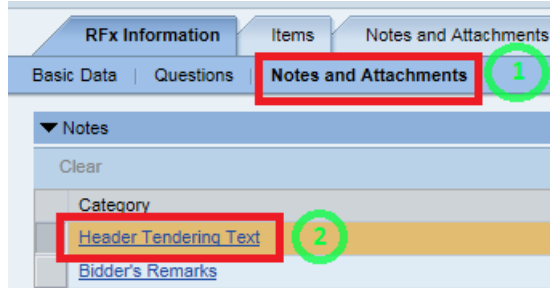
- The signer of this bid is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. A copy of the annual report or partnership record must be submitted to this office before contract award.
- The signer of the bid is a representative of the bidder authorized to submit this bid as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. If this applies a copy of the resolution, certification, or other supportive documents should be attached hereto.
- The bidder has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.
- The signer of the bid has been designated by the bidder as authorized to submit bids on the bidder's vendor registration on file with this office.

**IMPORTANT NOTE:**  
For the purposes of LaGov Supplier Portal bidding, the Signature of Authorized Signatory of Bidder is represented by the LaGov Supplier Portal user Log-In ID. The Name of Authorized Signatory of Bidder is represented by the contact person associated with the LaGov Supplier Portal user Log-In ID.

Yes, I have read the above Notice and accept the terms.

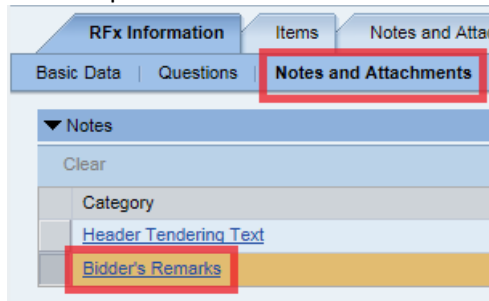
# ONLINE BIDDING INSTRUCTIONS

8.  Click on the words “Notes and Attachments” under the RFx Information tab. In the Notes section of the screen click on the link to open Header Tendering Text.

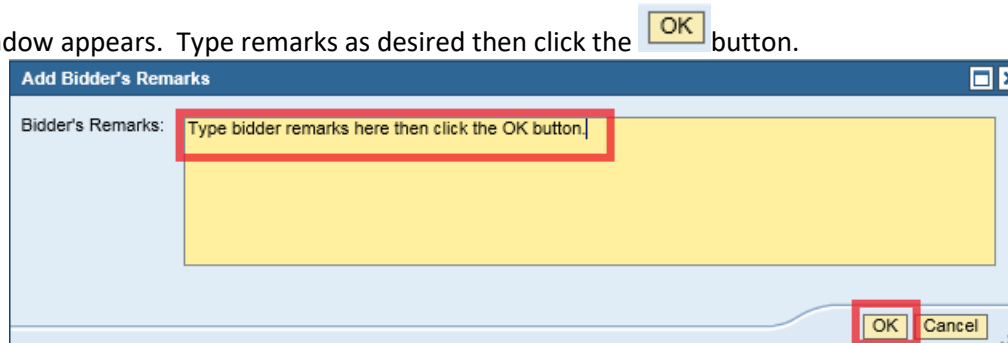


These are the same notes shown on the Bid Invitation Document in LAPAC. Click the  button. See the **Notes and Attachments Additional Information** section at the end of this document for more information.

9.  Bidder remarks may be added to the Bid Response. Click the Bidder's Remarks link.

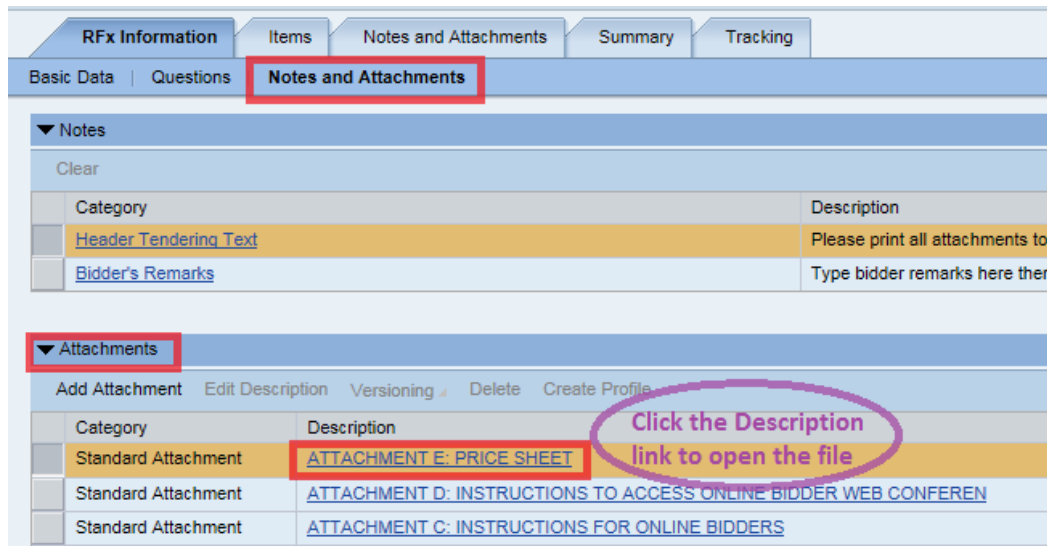


10.  A pop-up window appears. Type remarks as desired then click the  button.

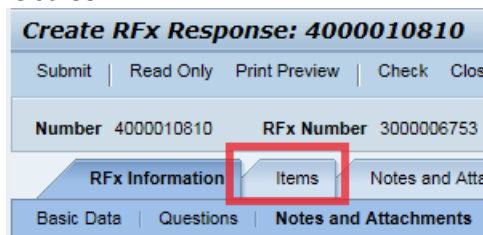


# ONLINE BIDDING INSTRUCTIONS

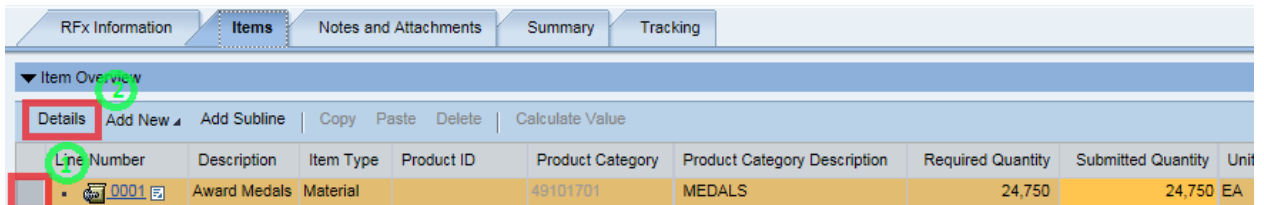
11. In the Attachments section of the screen all attachments to the Bid Invitation are shown. These are the same attachments that are shown in LaPac. Each attachment can be opened by clicking on the Description link and downloaded to a local file if desired.



12. Click the Items tab near the top of the screen.



13. Each line item of the Bid Invitation is displayed. Highlight the first line item by clicking in the gray box to the left of the Line Number. Then click the Details button.



# ONLINE BIDDING INSTRUCTIONS

14. The Details specific to the line item selected are displayed. The Item Data tab displays information related to Product Category, Item Description, Required Quantity and Delivery Date. This is also the screen in which the bid price and number of days after receipt of order (ARO) are entered. Be sure to note the per/unit of measure for the price to be quoted. In this example the unit of measure is EA (Each).

**Enter the bid price for the line item.**

Note, if a Price Sheet is attached to the Bid Invitation, then enter prices only on the Price Sheet; not on each line item.

**Details for item 0001 Award Medals**

Item Data | Questions | Notes and Attachments

▼ Basic Data

**Identification**

Configurable Item Number: \*

Control Key: Material functional

Item Type:

Product Category:  MEDALS

Product ID:

Description:

Item Variant Description: Original Item

**Further Properties**

Supplier Product Number:

Currency:

Required Quantity:  EA Each

Submitted Quantity:  EA Each

Price:  JSD Per:  EA

Net value:

Delivery Date:

Delivery Days

15. Click on the Questions tab for the selected line item. Answer any questions presented.

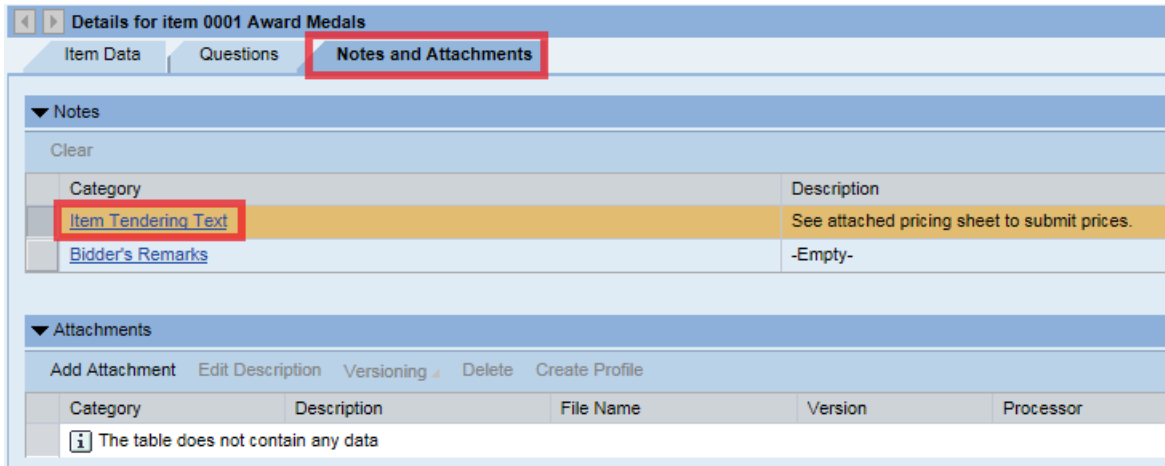
**Details for item 0001 Award Medals**

Item Data |  | Notes and Attachments

Question	Reply

# ONLINE BIDDING INSTRUCTIONS

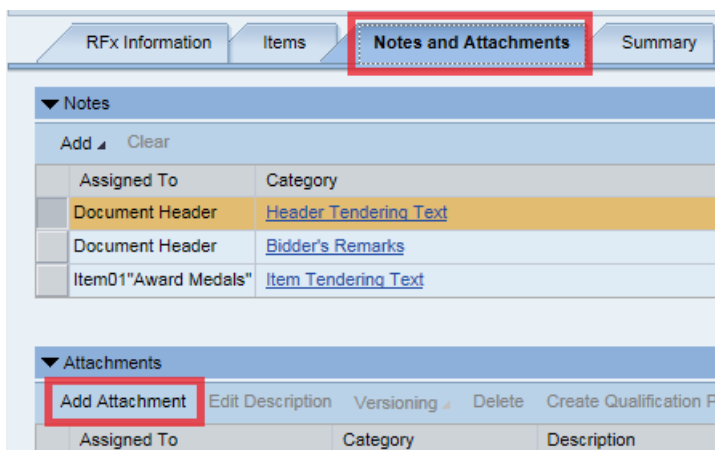
16. Click on the Notes and Attachments tab for the selected line item. Read any notes by clicking on the Category Link and review any attachments relevant for the selected line item. In this example there is a note for Item Tendering Text but no attachments relevant to the specific line item.




17. Repeat steps 16 – 19 for each item on the Bid Invitation. In this example there is only 1 line item.

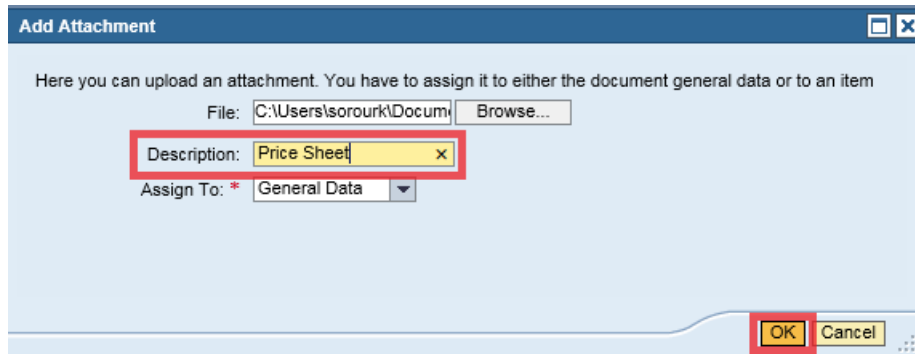
18. A Price Sheet may be attached to the Bid Invitation. If so, prices are to be entered on the Price Sheet. Download the Price Sheet to a local Excel file and complete it accordingly. Then, attach it to the Bid Response as follows:

Click the Notes and Attachments tab at the top of the page then click Add Attachment.

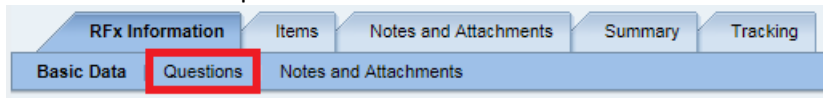


# ONLINE BIDDING INSTRUCTIONS

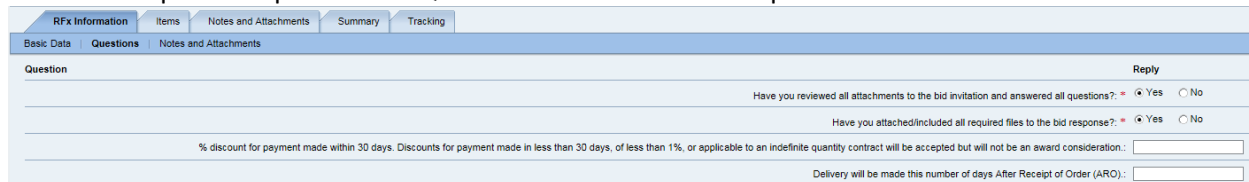
Browse your computer and select the file (for example, completed Price Sheet) to be attached to the Bid Response. Enter a description of the attached file, i.e. Price Sheet, then click the  button.

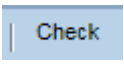
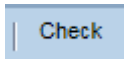



19. Click on the RFx Information tab at the top of the screen and click on the word “Questions”.

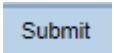


20. Answer the questions presented. Questions with a red \* are required and must be answered.

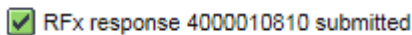


21. Once all notes and attachments are reviewed, all questions are answered and all prices are entered click the  button at the top of the page. Any red error messages must be cleared before the bid response can be submitted. If errors are present, correct any errors and click  again.

22. The following message will be presented if there are no errors:  RFx response is complete and contains no errors

23. Click the  button at the top of the page to submit your Bid Response.

24. A message will be presented with the RFx (Bid) Response number showing it has been submitted.



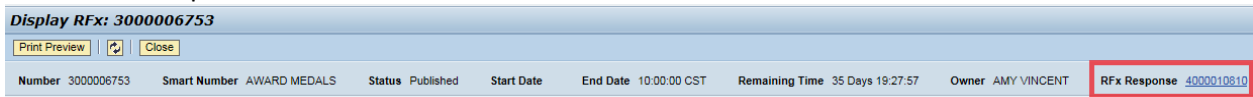
25. Click the  button to exit the Bid Response. The Bid Invitation is displayed.



# ONLINE BIDDING INSTRUCTIONS

26. Click the  button to refresh the screen.

27. Your RFX (Bid) Response number is shown in the upper right section of the screen. It is a link to your Bid Response. It is not necessary to open your Bid Response again. But if you wish to access your Bid Response Click on the Bid Response Number link.


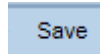
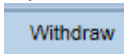


Note: For future access to your Bid Response go to the LaPac website and locate the Bid Invitation number. Open the link to on the Bid Invitation, Log into the LAGOV Vendor portal as you did at the beginning of this process. The Bid Invitation opens and your RFX (Bid) Response number will be available.

28. Click the  button to exit the Bid Invitation.

29. The process is complete.

## Other Information:

- The Bid Response may be viewed by the submitter anytime by accessing the Bid Invitation on the LaPac website. See step 27 above.
- If you receive notification of an addendum or change to the Bid Invitation, the submitter is responsible for editing the Bid Response and resubmitting if any changes are done. Follow steps 1 – 4 to access the Bid Invitation.
- The submitter of the bid may change the bid any time prior to the bid opening date by accessing the Bid Response and clicking the  button. If the Bid Response is edited it MUST be SUBMITTED again.
- The Bid Response can be saved by clicking the  button. This might be used if the submitter is partially finished with the Bid Response and will add more information at a later time. Important note, saving the Bid Response does not submit the Bid Response for bid consideration. It MUST be SUBMITTED.
- The submitter of the bid may withdraw the bid any time prior to the bid opening date by accessing the Bid Response and clicking the  button.
- The State of Louisiana buyer does not have access to your Bid Response until after the bid opening date has passed.
- Only the submitter of the Bid Response can view it before the bid opening date. It is never available to other vendors. Procurement employees at the State of Louisiana can view the bid after the bid opening date.

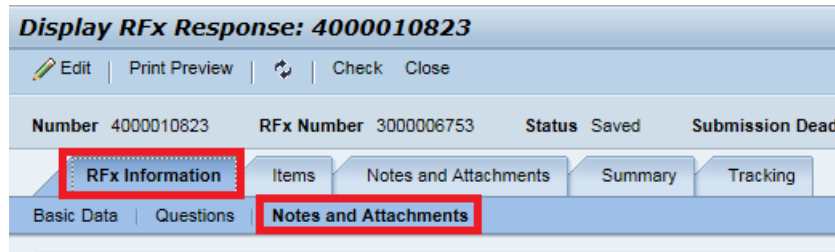
# ONLINE BIDDING INSTRUCTIONS

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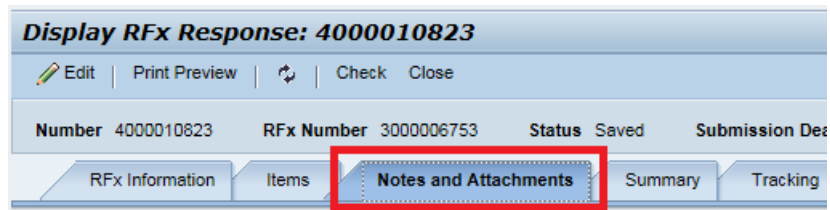
## Notes and Attachments – Additional Information

There are three places on the Bid Response that may contain information on notes and attachments.

1. **Rfx Information→Notes and Attachments** This area contains header level notes and attachments that come from the Bid Invitation. Header level notes apply to everything in the Bid Invitation – they are not line item specific.



2. **Notes and Attachments tab** This area contains both header and line item specific notes. It also contains attachments that are added to the RFX Bid Response Document.



# ONLINE BIDDING INSTRUCTIONS

3.  **Items tab** → **Highlight line item** → **Details** → **Notes and Attachments tab at bottom of screen** This area contains line item specific notes and attachments. These notes and attachments are only relevant for the selected line item.

**Display RFX Response: 4000010823**

Number 4000010823 RFX Number 3000006753 Status Saved Submission Deadline 03/01/2017 10:00:00 CST

RFx Information **Items** Notes and Attachments Summary Tracking

**Item Overview**

Line Number	Description	Item Type	Product ID	Product Category	Product Category Description
0001	Award Medals	Material		49101701	MEDALS

**Details for item 0001 Award Medals**



Item Data Questions **Notes and Attachments**

**Notes**

Category	Description
Item Tendering Text	See attached pricing sheet to Bidder's Remarks
Bidder's Remarks	-Empty-

**Attachments**

Category	Description	File Name
Standard Attachment	Dummy Price Sheet	Average miles per day calculation.xlsx

4.  There is no need to go to the Notes and Attachments tab for every line item. Only those with notes or attachments need to be reviewed. To identify if there are notes or attachments relevant for a specific line item in the Bid Invitation select the **Items tab**. In the **Overview** section of the screen, scroll to the right to the RFX/Response columns. The column with the  shows if there are attachments and the column with the  shows if there are notes. In this example there is 1 attachment and 1 note.

**Display RFX Response: 4000010823**

Number 4000010823 RFX Number 3000006753 Status Saved Submission Deadline 03/01/2017 10:00:00 CST Opening Date 03/01/2017 10:00:00 CST Remaining Time 35 Days 00:32:28 RFX Owner AMY VINCENT Total Value 6,187.50 USD

RFx Information **Items** Notes and Attachments Summary Tracking

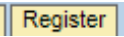
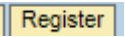
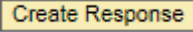
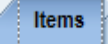
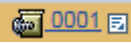




**Item Overview**

Line Number	Description	Item Type	Product ID	Product Category	Product Category Description	Required Quantity	Submitted Quantity	Unit	Price	Currency	Price Per	Delivery Date	Total Value	RFX / Response	RFX / Response
0001	Award Medals	Material		49101701	MEDALS	24,750	24,750	EA	0.25	USD	1	On 04/01/2017	6,187.50		

# ONLINE BIDDING INSTRUCTIONS

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## ONLINE BIDDING QUICK REFERENCE GUIDE

1.  Click the Bid Invitation link on the LaPac website. The Bid Invitation opens.
2.  Click the Online Bid Response link on the Bid Invitation.
3.  Login with your vendor number and password. The Bid document opens in the LaGov website.
4.  Review the Bid Invitation and attachments.
5.  Click . If there is no  button you are already registered and can skip this step.
6.  Click . The Bid Response number appears at the top of the screen.
7.  Read the notice and accept the terms.
8.  Review all Notes and Attachments
9.  Click 
10.  Click  to view line item details (product category, unit of measure, etc.)
11.  Enter Price or complete the Pricing Sheet, whichever applies.
12.  Add any notes or attachments from the bidder (i.e., Bidder Remarks, Completed Price Sheet)
13.  Repeat steps 10 – 12 for each line item.
14.  Click 
15.  Clear any hard (red) errors. Click  again if any changes were made to clear errors.
16.  Click 
17.  Click 
18.  Click 