STATE OF LOUISIANA
SECRETARY OF STATE

TOM SCHEDLER
SECRETARY OF STATE

P.O. BOX 94125
BATON ROUGE, LA 70804-9125
225.922.2880
WWW.SOS.LA.GOV

SOLICITATION NO. 2016 - 41
ADVERTISEMENT FOR WAREHOUSE BIDS
PARISH OF RED RIVER

PART A – INVITATION TO BID

The State of Louisiana, Department of State, Elections Division (hereinafter "Department") is soliciting sealed bids for the lease of a warehouse to be used for the storage, election preparation, repair and preparation for drayage of voting machines to and from polling places before and after public and private elections in the Parish of Red River and for the storage of supplies and equipment, in accordance with the Department's Administrative Rules, LAC 31:III., included herein as *Attachment 5* . Drayage contractors use various types of trucks/trailers that are required to be enclosed to haul voting machines.

The successful bidder will be required to provide the Department's Purchasing Division with certification that the offered site and building meet the Red River Parish regulations addressing the flood plane elevations.

The lease agreement will be written for total usable square footage as indicated on the schematic floor plan submittal. Building must be square or rectangular shaped with the length and width not exceeding a 2 to 1 ratio. The rooms/areas requested are net and exclusive of partition thickness. Each individual room/area should be square or rectangular and cannot exceed a 2 to 1 ratio. The square footage of each space listed may be modified as much as 5% downward or increase as much as 10%.

The terms of the lease shall be for five (5) years, with the option to extend for five (5) additional years. However, in the event the State of Louisiana provides the Lessee with adequate space in a building owned by the state or owned or leased by the Office Facilities Corporation established by LA R.S. 39:1798 et seq, the Lessor agrees to terminate said lease after sixty (60) days' notice, provided, however, that this right of Lessee shall not be effective until three (3) years from the date of occupancy. The occupancy date shall be no later than one hundred eighty (180) days following dispatch of executed and approved lease to Lessor by Certified Mail.

Please see *Attachment 1* of the sample state lease form for other termination rights of the Lessee.

All interested bidders are urged to contact Angie Rogers, Commissioner of Elections at (225) 922-0900 in order to arrange a tour of the current space to view the equipment, furniture and office supplies to be moved.

PART B – DEFINITIONS AND SPECIFICATIONS

GENERAL DESCRIPTION- The general description for a warehouse and site which the Department will accept is as follows:

A building in sound physical condition, under one roof and all on one floor at ground level, containing a minimum of 2,200 square feet located in the Parish of Red River.

A proposed structure must have a reinforced concrete floor, must be insulated, roof vents, heaters and fans in warehouse area, adequate wiring and plumbing, must have a minimum of one (1) loading door, an enclosed air

conditioned office, a workroom, and a restroom. A proposed structure must be located on a site not prone to flooding or rising water and must have either a minimum 75 foot paved driveway with no more than a 10% grade leading to a public road or exit or an improved hard surfaced road bordering the site. The site must be easily accessible to the arterial streets and roads of the Parish. An existing building can be added on to and/or renovated to meet the specifications of this solicitation, provided the building falls within the minimum/maximum square footage provided for herein and is ready for occupancy as provided for in PART B.

Renovations to an existing building will be considered if schematic plans and specifications are provided with the bid, and all renovations are to be done in a manner acceptable to the Lessee. If the low bid is for space currently occupied by Lessee under a previous or expired lease and requires renovations to meet bid specifications, the Lessor will have the responsibility of temporarily relocating employees, if any, and equipment during renovations. With the approval of Lessee, renovations to the space may be permitted during occupancy provided the agency can function properly in the space until renovations are complete. The renovations should not endanger the personal safety of any agency employee or invitee or damage equipment.

The Department requires a safe building that is located in a safe area within the boundaries stated herein to ensure the reasonable safety of its equipment and personnel and the personnel of local election officials whose normal work hours include hours before 8 am and after 5 pm on Election Days. The location of the building or proposed building shall be located in a safe area, suitable for the Department's needs stated herein.

DEFINITIONS:

"Occupancy date" shall be defined as the actual date the Lessee accepts possession and occupancy of the leased premises in compliance with all Parts of this Solicitation. Where Lessee already occupies these premises under a prior lease, possession and occupancy under this lease shall not be deemed to occur until Lessee inspects the premises and determines in writing to the Lessor that all requirements set out in the Solicitation have been satisfied.

"Usable Space" shall be defined as the interior space of the building. Does not include thickness of exterior walls, or any required mechanical, electrical, telephone, other building system rooms, or vertical penetrations.

"New buildings" shall be defined as a building to be constructed at the time of this bid opening or to be built after this bid opening.

"Existing buildings" shall be defined as a building to be renovated to meet all of the specifications contained in this solicitation.

BID SPECIFICATIONS:

The detailed specifications for a warehouse and site which the Department will accept are provided for herein. The Bid Proposal is required to be submitted in writing, see *Attachment 3*, and the bid specifications are required to be submitted in writing, see *Attachment 4* for a sample Bid Specification Worksheet:

(1) Description of Structure: Provide a detailed description of the proposed structure, including building and roofing material, insulation material, electrical and plumbing layout, dimensions, and details of the building including doors, windows, ventilators, heaters, gutters, downspouts, etc. that conforms to the minimum specifications in the paragraphs that follow herein. New buildings must be square or rectangular shaped with the length and width not exceeding a 2 to 1 ratio. No consideration will be given to any building that is not watertight and completely weather protected.

Building must meet all Life Safety Code Standards and Lessor must obtain an inspection certification and approval from the State Fire Marshal and such approval must be submitted to the Department and to the Real Estate Leasing Section of the Division of Administration prior to occupancy.

Lessor shall furnish, mount and maintain all fire extinguishers for Type A, B and C fires, as required by fire protection laws and rules. Lessor shall furnish any other equipment required to meet the requirements of the State Fire Marshal. Lessor shall be responsible for any and all costs associated with any required periodic inspections and servicing of all fire extinguishers and equipment. Proof of service must be provided annually at the time of service to the Lessee.

(2) Design/Structural Requirements: If the structure is situated in an area which is subject to heavy windstorms, all structural members – including rigid frames, end posts, intermediate columns, girts, purlins, eave struts, bracing and connections – shall be designed to sustain all dead loads plus a total wind load of thirty (30) pounds per square foot applied to the structure in accordance with the Metal Building Manufacturers Association Code.

Roofing and siding materials and their fasteners shall be designed for an outward suction pressure of forty (40) pounds per square foot. Rigid frames, purlins, eave struts, beams, roofing metal and sag rods shall also be designed for stresses due to dead loads plus a live load of twenty (20) pounds per square foot acting vertically on the entire roof area.

Design, fabrications, and erection of structural steel shall be in accordance with the current AISC and AISI specifications.

Purlins and girts may be designed as simply-supported or continuous beams. Any splices used to obtain continuity over supports in the latter case, except for complete butt welds, will be considered questionable. Rigorous stress analyses or complete test reports with photographs or diagrams showing loading method, bracing, and failed specimens shall be furnished along with the design calculations. Sheet metal siding or roofing shall not be considered effective lateral support against buckling or unsymmetrical bending of girts, purlins or eave struts. Sag rods or knee braces shall be provided.

Unless a gable peak connection or cross-sections of only nominal moment-resisting capacity is provided, the rigid frames shall be analyzed as two-hinged statically indeterminate structures, with any variable moment of inertia being taken into account. In lieu of this, plastic design in accordance with the current AISC specifications using only commonly accepted principles will be allowed. Compression flanges of knees, legs, and gable members shall be adequately braced.

(3) Concrete Foundations: For Existing Buildings, provide details of building foundations, including but not limited to whether the foundation is of continuous chain wall/footing type with "floating" interior slabs, constructed of reinforced concrete, 3,000 PSI min. compressive strength, with opposite column footing connected with steel tie-rods to satisfy all applicable load reactions and jobsite conditions, and made of structural steel tie-rods connecting opposing column footings shall have been designed to resist the entire horizontal column reactions.

For New Buildings, the building foundation-slab shall be monolithic, constructed of reinforced concrete, 3,000 PSI min. compressive strength. Opposite column footing shall be connected with steel tie-rods. The foundation shall be designed by a registered professional engineer to satisfy all applicable load reactions and jobsite conditions. Structural steel tie-rods connecting opposing column footings shall be designed to resist the entire horizontal column reactions. The footings shall be a minimum of 14" wide and shall extend a minimum of 12" below natural ground. The interior slab shall be a minimum of 5" thick and shall rest on 6" sand or gravel fill covered with 6 mil polyethylene film. Slabs shall be toweled to a smooth finish by mechanical means. Top of finished floor slab shall be a minimum of 8" to 12" above average grade.

Warehouse flooring shall be broom finished concrete floor and shall be painted with commercial grade flooring paint (battleship grey), and shall not be prone to sweating or retaining moisture.

A representative from the Department of State would like to be present for any concrete pours. You must notify the Department at least 24 hours in advance of pouring any new concrete foundations (building and parking).

(4) Roof and Roof Ventilators: Roofing must be in good state of repair and free of roof leaks of any kind. Roofing must be maintained in leak-free condition throughout the term of the lease and any leaks which develop must be repaired immediately. Roofs shall have been installed in accordance with the recommended standards and details of the National Roofing Contractors Association (NRCA) publication THE NRCA ROOFING AND WATERPROOFING MANUAL, current edition.

LOW SLOPE ROOFS -The roof shall have a minimum slope on NEW buildings of One Inch on Twelve Feet (1"/12ft) in accordance with the STANDARD BUILDING CODE for low slope roofs with adequate and proper drains. DEVIATIONS FROM THIS SLOPE ON EXISTING buildings will require an evaluation by a Roof Consultant or qualified roofing company. Evaluator shall provide written recommendations for necessary repairs which must be completed prior to occupancy of the space by the Lessee. A final roofing inspection must be performed and submitted to Facility Planning and Control for review and acceptance prior to occupancy of the space by Lessee.

STEEP SLOPE ROOFS -The minimum roof slope for steep sloped roofs on NEW buildings of metal or composition shingles shall be not less than four inches per foot (4"/ft). EXISTING buildings with any other slopes will require evaluation by a Roofing Consultant or qualified roofing company. Evaluator shall provide written recommendations for necessary repairs which must be completed prior to occupancy of the space by the Lessee. A final roofing inspection must be performed and submitted to Facility Planning and Control for review and acceptance prior to occupancy of the space by Lessee.

ROOF TOP EQUIPMENT -On NEW OR EXISTING buildings, roof top penetrations shall be kept to a minimum with no air conditioning equipment, ductwork or cooling towers on the roof without special permission from the Department.

ROOF CONDITION – ALL SLOPES -EXISTING buildings will be required to have an extensive roof survey performed by a Roofing Consultant or qualified roofing company to establish the condition of the roof and recommend necessary repairs. If repairs to the roof are indicated on the evaluation, prior to occupancy of the space, a final roofing inspection must be performed and submitted to the Department for review and acceptance.

Any costs associated with any of the evaluations and/or repairs required by the evaluations, shall be borne by the Lessor.

Roof Ventilators: On Existing Buildings ridge vents shall be provided or roof ventilators will be acceptable provided that they meet the following minimum specifications: Roof ventilators shall be gravity type fabricated from galvanized steel or aluminum and shall be circular, approx. 24" diameter, with interior baffles and exterior wind band designed to provide maximum air flow. Each ventilator shall have a spring-loaded butterfly type damper operated by a pull cord. Each ventilator shall be furnished with bird screen. Each bay shall have one ventilator.

On New Buildings, ridge vents shall be provided.

Ventilators shall be coated the same color and in the same manner as specified for the roof covering.

(5) Insulation: Provide details of building insulation. Warehouse Roof and Walls on Existing Buildings shall be R8 or better, and may be blanket type, roll stock fiberglass insulation supported by 2" chicken wire or reinforced vinyl backing and installed between roof covering material and secondary framing members. On New Buildings insulation shall be fiber reinforced vinyl clad blanket type insulation R8 value or better.

Office, Workroom, Storage Room and Restrooms: Shall be R19 or better blanket type fiberglass insulation on all sides and roof.

(6) Building Doors and Windows: Provide details of all building doors and windows.

a. Personnel Entrance/Exit Doors: 3'0" x 6'8" standard hollow metal door complete with frame operating hardware, weather stripping and thresholds. Doors shall meet ANSI A1171.1 and NFPA 101 Life Safety Code requirements. All door frames are to be metal. All exterior doors will be provided with tamper and pick resistant single cylinder commercial, grade two (2) deadbolts with a one inch throw. All doors to be keyed alike. At a minimum there should be two (2) entry/exit doors; one for office entry/exit to outside, one for warehouse entry/exit to outside. Exterior front door to the office shall have a 12" x 12" safety glass panel in upper portion of door with mini blinds. A door bell shall be installed on outside of this door to alert employees within the entire warehouse of visitors arriving at site. A cover/awning shall be installed above door measuring at least four (4) feet by five (5) feet.

A commercial grade hasp shall also be installed on exterior door leading into office for Lessee to install a personal lock for use by Lessee for deliveries made statewide after office hours.

b. Roll-Up Doors: Lessor must provide one (1) 12'0" x 12'0" minimum height commercial grade all metal overhead roll-up door with a wind rating up to 140 mph and complete with all necessary hardware and pin tumbler lockset to be located on the side of the building with easy road access.

c. Interior Wood Doors: Hollow core wood veneer, 3' x 6'8". Doors to be complete with all operating hardware and locksets with key locks. At a minimum there should be three (3) doors: one between office and warehouse, one for bathroom, and one for storeroom.

d. Warehouse Windows: On New Buildings, provide 4' high X 3' wide single hung aluminum windows, complete with insect screens and locking devices in the office area only. On Existing Buildings, describe size, materials and location of windows. Provide mini-blinds for office windows.

e. Other Windows: Windows are not required in the warehouse space unless the Office of State Fire Marshal or other regulatory authority requires same. If windows are required to be located in the warehouse space, said windows shall be approximately 4' high X 3' wide single hung aluminum windows, insulated glass, complete with insect screens and locking devices.

(7) Interior Rooms: Provide details of all interior rooms. In each individual room/area, the square footage of each space listed may be modified as much as 5% downward or increased as much as 10%, with the exception of the bathroom. Each individual room/area should be square or rectangular and the proportional length of adjacent walls shall not exceed a 2 to 1 ratio.

Office – 200 total square feet (20x10)
Minimum 8' ceiling height
Floor – non-skid floor tile, commercial grade, stained concrete or equivalent flooring
Ceiling – Acoustical tile attached to wood stripping or suspended on metal frames or equivalent
Walls – Prefinished plywood paneling, 3/16" minimum thickness or finished sheetrock
Base, Trim and Molding – Stained to match paneling or painted
Wood Doors – Stained to match paneling or painted
Lessee reserves the right to specify location and to select paint colors.

Storage/Workroom – 50 total square feet (5x10)
Minimum 8' ceiling height
Floor – non-skid floor tile, commercial grade, stained concrete or equivalent flooring Ceiling - Acoustical tile attached to wood stripping or suspended on metal frames or equivalent
Walls – Prefinished plywood paneling, ¼" minimum thickness or finished sheetrock
Base, Trim and Molding – Stained to match paneling or painted
Wood Doors – Stained to match paneling or painted
Exact location will be as specified by Lessee with an entrance from the office or warehouse. Lessee has the right to select all colors and finishes.

Lessor to furnish shelving along **three (3)** walls with shelves measuring 2 feet deep and beginning 24 inches from floor and extending to ceiling. Shelves may be commercial grade shelving if agreed to by Department or may be built to meet Department's storage needs. If built, shelves to be constructed of ¾" plywood with supports at 2 feet intervals. Shelves to be 24 inches apart and must be braced to hold heavy supplies. The exact location of the shelving is to be as specified by Lessee. Lessor to provide a workbench measuring 2 inches by 4 inches wood framed with a 24 inch wide by 12 foot long 1 inch top, constructed of ¾" plywood and hardwood nosing, tip must be 34 to 36 inches above finished floor with single 16 inch deep bottom shelf 12 inches above finished floor.

Bathroom – a minimum of 48 sq. ft.
This room can not be reduced in square footage. Must comply with the requirements of R.S. 40: Part V. Equal access to Governmental and Public Facilities for Physically Handicapped. Specifically R.S. 40:1731-1744. At the option of the Lessee, the entrance into restroom shall be from within the warehouse. Flooring shall be non-skid, no wax, commercial grade floor tile or sheet vinyl tile flooring as per Lessee's choice. Ceiling shall be acoustical tile in good condition without broken edges, water stains or sagging areas or equivalent. Walls shall be finished with washable acrylic type paint, vinyl wall coverings or paneling, doors, base, trim and molding stained/painted to coordinate with walls. Lessee has the right to select colors and finishes.

Outside walls of interior rooms facing into warehouse must be covered and finished with ½" sheathing grade plywood and painted.

AREAS OF SPECIALIZED FUNCTIONS: 1,902 sq ft

The remaining square footage will be used for the warehouse space.

(8) Plumbing: All plumbing work to be in compliance with all applicable codes, including the Louisiana State Plumbing Code 2000 Edition and the Americans with Disability Act. Rest room(s) are to be located within warehouse and adjacent to office(s)/workroom. Hot and cold running water shall be available at all lavatories. Restroom(s) must be equipped with tank type or flush valve commercial toilet(s). Residential toilets will not be acceptable. Provide details of all plumbing.

a. Hose Bibb – ¾" wall freeze proof hydrant, located outside building

b. Water Heater – 6 gallons, electric single phase, 115V(point of use)

c. Lavatory – Wall hung, complete with faucet set, supplies, cut offs

d. Service Sink – Commercial service sink and faucet set. Lessee will determine location.

e. Electric water cooler – Free standing floor model, 2 gallon size. Located inside office area. Number required: 1

(9) Heating and Air Conditioning: All work to be in compliance with all applicable codes.

A. Heating for Warehouse - Provide adequate operable gas fired, ceiling hung unit(s), 75,000 BTUH, single phase with programmable thermostat and electric ignition. If Lessor installs a keyed or program protected keypad or lock box on the thermostat, a key or program code or password must be provided to the Lessee or his designee. **Number required: 1 per 3,000 square feet of space.** Heating of warehouse shall be maintained during the winter months shall be maintained at a minimum indoor condition of 68° during working hours.

The Lessor shall be required to furnish and install gas piping for warehouse heaters.
In addition, it will be necessary during elections for the Lessee to work additional hours on weekdays and/or on weekends. The Lessor shall provide the necessary heating for that period at no additional charge to the Lessee.

B. Heating and Air Conditioning for Office, Bathroom and Storage/Workroom- One (1) central unit or two (2) window units, 1 per room per the minimum tonnage per square footage:

1.5 Tons – 600 900 sf

2 Tons – 901-1200 sf

2.5 Tons – 1201 – 1500 sf

3 Tons – 1501 – 1800 sf

3.5 Tons – 1801 – 2100 sf

4 Tons – 2101 – 2400 sf

5 Tons - 2401 – 3000 sf

Air conditioning and heating in the office, bathroom and storage/workroom areas shall be maintained at the following minimum Indoor Conditions:

	Temperature	Relative Humidity
Summer	75°	50 - 60%
Winter	72°	30 - 60%

Unless otherwise specified, the above Indoor Conditions shall be maintained between the hours of 7:00 A.M. AND 5:00 P.M., MONDAY THROUGH FRIDAY, AND BETWEEN THE HOURS OF 5:00 A.M. AND 9:00 P.M. ON ELECTION DAYS, ALL AT NO ADDITIONAL COST TO THE LESSEE.

Ventilation air shall conform to ASHRAE/ANSI Standard 62-89, "Natural and Mechanical Ventilation, Using the 'Minimum' Column Value for Each Type of Occupancy".

C. Ventilation of warehouse –

Ventilation air shall conform to ASHRAE/ANSI Standard 62-89, "Natural and Mechanical Ventilation, Using the 'Minimum' Column Value for Each Type of Occupancy".

Ventilation inside the warehouse shall be maintained at the following minimum indoor conditions for the safe storage of the voting machines:

	Temperature	Relative Humidity
Summer	no more than 105°	no more than 90%
Winter	no less than 40° in storage	no more than 90%

Exhaust Fans for Warehouse are to be provided in accordance with ASHRAE/ANSI Standards and must produce complete air change every seven (7) minutes. **Number required: 1 per every 2,000 sq ft of space.**

Awning coverings outside of building shall be provided to prevent rain from entering the building through the operation of the exhaust fans.

D. Bathroom ventilation - Ceiling mounted exhaust fan (combination light/vent fixture) in each bathroom.

(10) Electrical: All electrical work to be in compliance with NEC and all applicable codes. Provide details of all electrical service outlets, number and location.

A. Office, Storage/Workroom, Bathroom Areas – Interior illumination levels shall conform to the foot candle value given by the Illumination Engineering Society for the various facility spaces. In the event that a space is undesignated, a level of 70 foot candles with a 70% Maintenance Factor shall be provided. The fixtures shall be louvered or lensed type and appropriate for the space. Shall be equipped with emergency lighting (battery operated) so that safe movement can be maintained during power outages.

B. Warehouse Area - 4' or 8' fluorescent light fixtures in warehouse storage area to hang 10' above floor. Lighting cannot be at ceiling height but must hang 10' above floor. Quantity, height and location to be determined by Lessee prior to installation. Provide separate light switches for office, storage/workroom, bathroom, and warehouse.

C. Exterior and Parking Area - The exterior of the building shall have automatically operated night security lighting, including all exterior doors and windows. Minimum lighting level as required by the Illuminating Engineering Society of North America, Emergency, Safety and Security Lighting section is the standard for such locations, and at least the following is required:

- Parking area: 3.0 FC at the ground, with vertical illumination of 0.3 FC at five feet above ground. Vertical illumination uniformity should be within a ratio of 4:1, average to minimum.
- Disability glare is controlled by type of fixtures, placement of fixtures and the height of them above ground. High pressure sodium lights are preferred
- Large open area: 0.5 FC – 2.0 FC
- On building: 0.5 FC – 2.0 FC on building facades.
- Perimeter fencing at ground level: 0.5 FC on both sides.
- All building entrances: 10 FC over all entry doors.

Lessor shall be responsible for replacement and proper maintenance of all lighting fixtures (including bulb replacement).

D. Convenience Outlets: Electric service outlets within warehouse area are to be individually connected to 115 VOLT, 15 AMP breakers.

Number of Outlets Required and Location: quantity and location to be discussed with lessee prior to final approval, but a minimum of 7 must be provided.

A minimum of four (4) electric service outlets in office to be connected to a minimum of two breakers.

A minimum of four (4) electric service outlets in workroom to be connected to a minimum of two breakers.

One (1) 220 outlet located in the warehouse as specified by Lessee.

E. Electrical panel boxes: shall be lockable and keys provided to Lessee's staff as determined by Lessee.

F. Electrical/Telephone Requirements for Alarm System: One (1) 110 volt duplex electrical wall outlet is required to be mounted on the wall in the storage or other similar room, at a height of five feet from the floor, to supply power to the alarm panel. A telephone jack shall be located near the electrical outlet to allow for connection to the building telephone line.

(11) Burglary and Fire Alarm System:

Lessor shall provide an Intrusion and Fire Alarm System to be installed by a Louisiana licensed and certified alarm system installer prior to occupancy. Alarm systems shall be UL approved Honeywell, First Alert, or Bosch digital communicator, with "open" design or "non-proprietary" panels; monitored 24 hours per day, 7 days per week by the alarm company's central alarm monitoring station, with all costs to be incurred by the Lessor. Lessor shall annually file a copy of the annual alarm monitoring agreement with Lessee.

The control panel shall be approved for commercial burglary and fire alarm monitoring. The control panel shall be capable of adjusting the time that the audible siren will sound and will automatically reset the siren on an intrusion alarm. The control panel will report late to close and be able to be "force-armed" from the central monitoring station. The control panel will be able to be set on an "on call" mode to ring a keypad chime during the day when the entry door is opened. The control panel will have battery back-up capable of maintaining the system for a continuous eight (8) hours and will report a low battery signal to the central station.

The control panel shall be capable of at least thirty-five (35) individualized pass codes and will provide individualized alarm monitoring for at least sixteen (16) alarm points. Authorized users will be able to add/delete pass codes on site.

The control panel shall be provided with a tamper switch. The control panel shall be mounted on the wall in the storage room or similar room. All wiring from peripheral devices, telephone sources, etc. will be in rigid conduit from the ceiling in that room down to the panel to protect the wiring from damage or tampering. Wiring above the ceiling and throughout the building to peripheral devices shall be appropriate for an alarm installation. A cellular backup communicator will be installed to guarantee the integrity of the system should the power and telephone lines be compromised.

Opening and closing shall be tracked by the alarm monitoring station and should be able to be produced if requested by Lessee.

The alarm company shall provide training in the use of the system and interfacing with the central alarm monitoring station for the Lessee's staff and will assist the Lessee's staff in establishing the initial pass code list and alarm response procedures.

The alarm system peripheral devices will include the following:

- UL approved recessed door contacts on all standard exterior doors.
- UL approved overhead door switch for all overhead doors with one side of the switch mounted on the concrete floor with flexible conduit protecting the wiring to the switch from the floor to an industry acceptable approved height above the switch.
- Passive infrared motion detectors shall be installed as follows:
  - UL certified 360 degree ceiling units should be used where possible with adjustable fingers for overlap of coverage to cover the interior of the space
  - UL certified wall mounted dual detector should be installed over every door leading to the outside and to provide coverage across existing windows on the inside
  - A line monitor will be installed to monitor the integrity of the telephone line and will cause the system to alarm should the line be tampered with.
- UL certified rate of rise heat/smoke detectors shall be installed in appropriate numbers and positioned to properly cover the warehouse and office(s).
- The burglar alarm side of the system shall be provided with an interior audible siren that will sound on an intrusion alarm.

(12) Communications: To get questions answered prior to bidding, prospective bidders are urged to contact the Office of Telecommunications Management at (225) 342-7726 for wiring and (225) 342-7766 for telephone system/service.

The Lessor shall provide the cable/wire and associated connecting hardware/equipment and building facilities in and/or on the leased space as required by the Lessee and these specifications. Upon occupying the new leased space, the Lessee shall be able to use the Lessor's cable/wire system to connect State owned equipment and receive immediate telephone dial-tone and data services ordered by Lessee. The Lessor's cable/wire system and related facilities shall support the entire Lessee's telephone (voice) equipment and any computer (data) equipment that will be adapted to the cable/wire system. The Lessor shall provide at least one (1) telephone (voice) grade outlet in the office and at least two (2) computer (data) grade outlets in the office and any additional voice/data grade outlets that may be necessary at a later date.

All voice/data outlets shall be equipped with double modular, keyed, eight (8)-in jack (RJ45), Category 5E compliance/performance rating as defined by the ANSI/EIA/TIA-568 Commercial building Wiring Standard (plus supplements). Each outlet shall be equipped with a faceplate with color and type as required by the Lessee and labeled "VOICE" and/or "DATA" as applicable.

A. Main Cross-connect (MC) in Equipment Room (ER) with Entrance Facilities (EF)
One (1), 2' L x 4' W x 8' H of space centrally located to the horizontal wiring distribution and dedicated only for communication/electronic equipment with a 3' W x 6.5' H single door and one (1) 4' W x 8' H x 3/4" D plywood backboards; 50 lumens/sq. ft. of lighting intensity at floor level; BTUH of HVAC necessary to keep the room environment between 50°F and 80°F with 20 - 60 % humidity via supply air duct from the building HVAC system with a separate, backup ventilation system consisting of an exhaust/vent fan with adjustable thermostat control set to switch on at 80°F; two (2) 120 VAC, 20 A, dedicated power circuits each terminated with two (2) surge protector duplex outlets; one (1) ground bar common bonded to the building's main-power-service-entrance ground source via #6 AWG copper grounding conductor insulated (green with communication ID markers at accesses) and installed with National Electrical Code and State Fire Marshal requirements; and telephone company service entry pathway (conduit with spare, trench, poles, and/or raceway, etc.) as required by the local serving telephone company and the State. Equipment/wiring room provisions shall comply with the States Guideline Requirements, Specifications, and Wiring Diagrams dated 10/2012.

WIRING:

B. The Lessor shall provide a communications cable/wire system throughout the lease space. In office areas, cable runs shall be concealed inside ceiling space and/or wall cavities. If solid ceilings and walls exist, the cable runs shall be concealed in surface mounted raceways, such as Wiremold. Exposed cable/wire may be used in non-office areas only, as in equipment rooms. The installer shall place cables that are not encased in metallic raceway such that the cables will not pick up EMI from electrical wiring or devices (lighting fixtures, motors, etc.).

The cable/wire system shall consist of the following:

A voice outlet equipped with a modular, non-keyed, eight (8)-pin jack (RJ45) as described by the USOC Guide and having Category 5E compliant/performance rating as defined by the ANSI/EIA/TIA-568C Commercial Building Wiring Standard (plus supplements) minimum, as required by the Lessee at each designated workstation. The workstation voice jacks shall be wired as per attached wiring diagram.

A data outlet equipped with double modular, keyed, eight (8)-pin jack (RJ45), Category 5E compliance/performance rating as defined by the ANSI/EIA/TIA-568C Commercial Building Wiring Standard (plus supplements) as required by the Lessee at each designated workstation. The workstation data jacks shall be wired as per attached wiring diagram.

At each workstation requiring voice and/or data connectivity, the Lessor may provide one (1) single voice jack and/or two (2) double data jack or one (1) double outlet containing one or both using an ACO All Communications Outlet by AMP, Hubble, Siemon, or approved equal) rather than two (2) single outlets. Each outlet shall be equipped with a faceplate with color and type as required by the Lessee and labeled "VOICE" and/or "DATA" as applicable.

The workstation voice horizontal wiring shall consist of one (1), four (4)-pair, 24 AWG copper, UTP (Unshielded Twisted Pair) cable per workstation with Category 5E compliance/performance rating as defined by the ANSI/EIA/TIA-568C Commercial Building Wiring Standard (plus supplements), minimum, and shall be connected to the voice jacks as per attached wiring diagram.

The opposite end of the cables shall be connected on blue fields on the telephone backboards in the nearest equipment/wiring room. The cable pairs shall be terminated with 110 style terminal blocks as per attached wiring diagram. The preference is to terminate on Cat-5E patch panels in the rack.

The main cross-connections of the voice horizontal and riser wiring demarc in the MC (ER with EF) to the telephone company service demarc shall consist of:

1) HC (horizontal cross-connect) comprised of one (1), single-pair, 24 AWG copper, TP (twisted pair) jumper wire per telephone service line terminated on the voice horizontal wiring 110 style connecting block(s) on one end and on a 110 style connecting block(s) on the other end;

2) Interconnects comprised of one (1), or more as required, twenty-five (25)-pair, 24 AWG copper, UTP cable(s) terminated on the 110 style blocks on one end and connected to the telephone service demarc with fifty (50)-pin teleco connector(s) on the other end as per attached wiring diagram.

The workstation data horizontal wiring shall consist of one (1), four (4)-pair, 24 AWG copper, UTP (Unshielded Twisted Pair) having Category 5E compliance/performance rating as defined by the ANSI/EIA/TIA-568C Commercial Building Wiring Standard (plus supplements), and connected to the outlet data jacks per attached wiring diagram. The opposite end of the cables shall be connected on a patch panel(s) in the IC room with ten (1) feet of maintenance loop. The cable pairs shall be terminated with 110 type connectivity on a data patch panel(s) with modular RJ45 type ports as per attached wiring diagram.

Data patch panel(s) mounted on the plywood back board and shall be provided in the IC room and server room to provide twelve (12) ports, minimum in each room with IDC type terminations for data horizontal wiring interface, modular 8P8C ports for Lessee equipment interface, and connected as per attached wiring diagram. The patch panel(s), installation and connections shall be Category 5E compliant/performance rated as defined by the ANSI/EIA/TIA-568C Commercial Building Wiring Standard (plus supplements). The patch panel ports shall be wired as per attached wiring diagram and manufactured by AMP, Hubble, and Siemon or approved equal.

All cables shall be rated for their pathway applications as required by the NEC (National Electrical Code) - CM for enclosed raceways or open raceways in non-plenum space, CMP for plenum space, and CMR (or CMP) for vertical risers.

Wiring connections, color codes, and pair/pin numbers as well as workstation conduit and outlet boxes shall comply with the State's Guideline Requirements, Specifications, and Wiring Diagrams.

All cables and pair terminations at workstations and the MC/ER/EF room shall be labeled for identification, tested, and certified with documentation submitted to the Lessee. The Lessor shall contract with an installation company that has experience and expertise with installing the cable/wire systems specified herein.

C. Communications systems requiring ancillary device cable/wire included in this lease will be furnished and installed by the Lessor unless specified otherwise. The Lessor shall provide the necessary cable/wire

system for N/A main answering stations and N/A line status indicator (LSI). Required device locations will be designated by the Lessee.

The Lessor shall provide pathway and penetrations (ceiling, floor, wall, etc., fire and non-fire rated) for two (2) telephone company data circuits and one (1) security alarm circuit locations requiring equipment and cable/wire that will be provided by others. Required device locations will be designated by the Lessee.

D. The Lessor shall provide for telephone service entrance cable into the lease space via the local telephone company. The Lessor shall also provide the necessary pathway(s) for this cable - ceiling/floor space or duct, conduit, poles, trench, wall cavities, Wiremold, etc.

The incoming service feeder cable shall have a minimum capacity of twenty-five (25) twisted pairs of 24 AWG (minimum) copper wire adequately insulated, shielded, and sheathed for the type of service pathway used. The Lessor shall provide two 2" sch. 40 conduits minimum w/pull string from telecommunications room to street right-of-way for access by the telecom service providers.

E. Prior to the occupancy date, the Lessee will order, through the Office of Telecommunications Management (OTM), telephone service dial tone and one T1 digital data circuit from the telephone company or service provider. The one-time cost of activations of these services and the ongoing monthly usage costs will be borne by the Lessee through OTM, the State's manager of these services.

F. The due date for these services will coincide with the commencing date of the lease. However, it shall be necessary for the Lessor to have the lease space Communications and related building facilities as specified herein completed ten (10) working days prior to the lease commencing date.

General:

G. If the leased space has elevators, the Lessor shall provide each elevator that will be used by Lessee personnel with an emergency telephone as required by code. All associated cable/wire shall be as specified in the guideline specifications referenced above and the elevator company. The ordering and associated charges for elevator telephone line(s) from the telephone company shall be the responsibility of the Lessor.

H. The Lessor shall contract with an installation company that has experience and expertise with installing the cable/wire systems specified herein. Existing cable/wire may be reused if it meets (or can be modified to meet) the applicable specifications herein. The bidding Lessors shall submit such proposals in writing to Facility Planning and Control, Real Estate Leasing Section fifteen (15) days prior to the bid opening date. Any delays or downtime caused by faulty cable/wire will be subject to the provisions outlined in the section entitled "OTHER" herein.

I. A warranty shall be provided to the Lessee which will guarantee quality performance of the Lessor's cable/wire system for one (1) year.

J. TESTING

All voice (station, riser & outside plant) cables and associated connection hardware shall be tested and documented by the contractor. The test procedure shall demonstrate as a minimum:

1. Continuity (more than 2,600 ohms is considered an open)
2. Proper polarity (tip and ring correct)
3. Proper termination (splits & wrong terminations)
4. Proper ground and shield bonding
5. Grounded conductors (60,000 ohms or less to ground is considered a fault)
6. Shorts (60,000 ohms or less is considered a short)
7. Detection of AC or DC power on any conductor (power fault test)

8. User's equipment must function normally when connected to the installed wiring.

All UTP data station and riser cables and associated connection hardware shall be tested to certify the performance category of the link as installed. All Category 5E, or 6 station cables shall be tested in accordance with procedures laid out in EIA/TIA 568C for the permanent link. Written (printed) test results for each cable shall include all four of the primary field test parameter results. Any cable that fails testing shall be reported along with the procedures used to rectify the failure (IE. Replaced cable, re-terminated the jack, etc.). Contractor tests shall utilize a Category five (5E) EIA/TIA 568C Level compliant cable tester. Electronic results for each UTP Category 5E or 6 four pair cable shall be submitted as a part of the contractors as built project performance acceptance records. In addition to the above information the documentation shall include a pass/fail indication for the specified cable, the test date, the serial number and software version of the scanner used, and a copy of the calibration certificate of the scanner. Necessary applications for reading the results shall be provided by the contractor. If the vendor requires additional information concerning the testing requirements, refer to EIA/TIA 568C. This document can be found in the EIA/TIA Telecommunications Building Wiring Standards. Now that the EIA/TIA CAT 5E and CAT6+ standards have been ratified, the standard shall be accepted as part of this testing procedure.

K. Applicable Documents

The following current issues of standards and codes shall apply to all telecommunications related work:

a. ANSI/EIA/TIA Standards for Commercial Buildings (568C, 569, 606, 607, 526, 758(A), TSBs)
b. BOCS and Avaya Plant Standards
c. Building Industry Consulting Services International (BICSI) Telecommunications Distribution Methods Manual (TDMM)
d. FCC Part 68
e. National Electrical Code (NEC)
f. State Codes
g. Occupational Safety and Health Act (OSHA)
h. Underwriter's Laboratories
i. State of Louisiana Guideline Requirements, Specifications, and Wiring Diagrams

In the event of ambiguities among the above documents, the more stringent shall prevail.

L. Maintenance Considerations

All wiring shall be installed to maximize the safety, maintainability, and performance effectiveness of maintenance personnel and minimize the demands upon skills, training and manpower. Terminations and splices shall be placed and supported with convenient accessibility so as to maximize the ease and efficiency with which it can be maintained. All cables in equipment/wiring rooms shall be provided with ten (10') foot long maintenance loops, when required, to facilitate future modifications.

(13) <u>Driveway and Parking:</u> Shall provide 6" thick reinforced concrete or paved driveway or improved hard surface road leading from loading door(s) to edge of road, minimum length seventy-five (75) feet long and no more than a 10% grade and must have adequate area for large trucks to turn around and back up to the loading dock(s) and have a safe entry/exit to the public road from the driveway.

Shall provide off street parking, either concrete or asphalt, as required by local building codes, allowing for 5 parking spaces and 1 handicapped accessible parking space compliant with the requirements of R.S. 40: Part V. EQUAL ACCESS TO GOVERNMENTAL AND PUBLIC FACILITES FOR PHYSICALLY HANDICAPPED. Specifically R.S. 40L1731-1744. The size of each standard parking space shall be a minimum of 9' wide x 18' long and shall comply with all City and local codes, ordinances and regulations, whichever is larger.

Parking ballasts shall be installed on the edge of the concrete in front of the roll up doorways to prevent trucks from backing into and damaging the building.

Parking lot must be striped and must be re-striped every five (5) years unless required sooner.

(14) Mail Box: Lessor shall provide a standard U.S. Postal Service approved outdoor mailbox in order for Lessee to receive mail. The box shall be located on the outside of the building near the entrance to the office.

PART C - TERMS

The term of the lease shall be for a period of five (5) years with an option to extend for five (5) additional years. However, in the event the State of Louisiana provides the Lessee with adequate space in a building owned by the state or owned or leased by the Office of Facilities Corporation established by LA R.S. 39:1798 et seq., the Lessor agrees to terminate said lease after sixty (60) days' notice, provided, however, that this right of Lessee shall not be effective until three (3) years from the date of occupancy. The occupancy date shall be no later than ninety (90) days following dispatch of executed and approved lease to lessor by Certified Mail.

The lease shall be a standard State lease. Please see *Attachment 1*, sample lease form for other provisions and other termination rights of Lessee.

A proposed bid shall state the monthly rental with the Department of State assuming no responsibility for taxes, maintenance, or insurance except for contents owned in whole or in part by the Lessee. Each bidder must control the offered property, including parking areas, at the time of submission of the bid proposal, by either ownership, leasehold, written option, or purchase agreement. Each bidder must submit with his proposal an affidavit attesting to his ownership, leasehold or written option relative to the property offered including parking areas. Options must extend for a period of at least one hundred and eighty (180) days beyond bid date. If the bidder controls the offered property by leasehold, the terms of his lease must assure bidder the right to control the offered property through the full term of the lease with the Department and through any option periods.

If Lessor controls the offered property by leasehold, Lessor must provide written evidence that said lease has been recorded in the Parish courthouse where the property is located.

See *Attachment 2*, Affidavit Attesting to Control of Offered Property. This Affidavit must be submitted with Bid Proposal.

At the time of bid submission, the property offered must meet all zoning requirements for the intended use.

(1) Insurance: The execution and continuation of a lease hereunder shall be subject to *Fire and Extended* Coverage Insurance at one hundred (100%) percent of the value of the leased premises; *General Liability Insurance* where the Lessor shall maintain coverage for claims, including but not limited to claims of bodily injury, property damage, negligence, and any other claim arising out of the provision and maintenance of a warehouse for the storage of voting machines made against the Lessor and/or the State or Department of State in combined single limits of not less than $1,000,000 per occurrence. Lessor's insurance certificate shall include "Secretary of State/Department of State" as a certificate holder.

All such insurance coverage shall be in force through the term of the Lease, including any renewal periods. Failure to maintain such insurance shall cause the Lease to be terminated upon sixty (60) days written notice by the Department of State with the approval of the Division of Administration. Evidence of insurance coverage shall be the original insurance policies, confirmed copies (photocopies) thereof, and shall be accompanied by a certificate of insurance attested to by a duly licensed agent or broker stating that such insurance will not be canceled by the company without first giving notice to the Department of State and the Division of Administration at least thirty (30) days before said insurance will be canceled.

(2) Utilities and Service Providers: Lessor to be responsible for payment of all utilities such as electricity, gas, water, alarm monthly monitoring, sewer, septic tank service, trash/garbage pickup, disposal, and dumpster.

EXTERIOR AND INTERIOR PEST AND TERMITE CONTROL shall be provided monthly by the Lessor using a licensed professional company. Service must be provided between the hours of 6 a.m. and 2:30 p.m. on weekdays and Lessor shall provide Lessee with monthly proof that services have been rendered. Lessor shall specifically treat premises for insects including fire ants, spiders and/or rodents.

Lessor must be able to arrange for emergency service if needed.

Provide one (1) 6-yeard dumpster to handle trash disposal. Lessor shall be responsible for all costs associated with said dumpster. The dumpster will be emptied at least once per week. The Lessor shall arrange for, and incur the cost of any additional emptying of the dumpster when notified of the need by the Lessee.

All service providers contracted by Lessor must provide services during the Lessee's normal work hours at the warehouse, unless otherwise approved by the Lessee. If Lessee approves service providers to provide services after the normal work hours, Lessor will be responsible for security of the building and all its contents when service providers are in the building after working hours. Lessor will also be responsible for activating burglar/fire alarm system upon leaving the building. The Lessor is also responsible for notifying Lessee, forty eight (48) hours in advance, when maintenance/renovations are to be done and Lessee must be able to arrange for emergency service if needed.

(3) Building Maintenance: Lessor agrees to do at Lessor's expense such painting and other maintenance to the exterior of the building as is necessary to maintain the building in good condition and appearance. Exterior clean-up shall be maintained by Lessor constantly to provide trash-free areas outside of leased premises, including parking facilities. If a grass lawn is provided, grass and weeds shall be cut weekly by Lessor during growing season and on a monthly basis during the dormant season. No landscape or shrubberies shall be provided, but Lessor shall maintain any existing landscape or shrubberies during the growing season and on a monthly basis during the dormant season. Lessor shall have sole responsibility for all maintenance and repair to heating and air conditioning systems, plumbing systems (including plumbing fixtures), sewage disposal systems (including septic tanks), electrical systems, light fixtures (including replacement of light bulbs and fluorescent tubes), and all other equipment furnished by the Lessor.

ALL SERVICE CALLS ARE TO BE PROVIDED WITHIN 24 HOURS FOR HEATING, AIR CONDITIONING, PLUMBING, ELECTRICAL, LIGHTING OR FLOODING PROBLEMS.

The Lessor shall be responsible for maintaining the entire building and site in good condition throughout the term of the lease. Lessor shall make all such repairs to the premises as may become necessary because of breakage or other damages not attributable to the negligence of the Lessee, its agents, or its employees. Lessor shall be responsible for any damages to Lessee's employees, agents, invitees, visitors, and property and/or equipment that are a result of Lessor's negligence to properly maintain the premises.

Should Lessor fail to keep the leased premises in good and tenantable condition, to make any such repairs, replacements or changes, or to paint within thirty (30) days after written notice from Lessee of the necessity therefore, or should Lessor commit any other breach of the lease terms and conditions, the Lessee may at its option, and with approval of the Division of Administration, correct the same and deduct the cost thereof from the rental payments, or Lessee may quit and surrender possession of the premises without further liability to Lessor hereunder, upon sixty (60) days written notice.

In the event of conditions requiring immediate maintenance and/or repair (i.e., flooding, roof leaks, failure of electrical system), Lessee may at its option, and with approval of the Division of Administration, correct the

same and deduct the cost thereof from the rental payments after reasonable attempts to contact the Lessor.

For routine maintenance and renovations, the Lessor must provide the Lessee with notice at least forty eight (48) hours in advance.

Any water intrusion in the building will require the following action by the Lessor:

Carpet: The following work shall be performed by a restoration contractor that is knowledgeable and experienced in remediation of wet carpet. Excess water shall be immediately vacuumed out of the carpet. The wet carpet shall be sanitized with a chemical approved for indoor use. Area fans shall be installed until the carpet is completely dry. If carpet is not professionally dried and sanitized within thirty (30) days of notification of the occurrence by Lessee, all areas of wet carpet and padding must be removed and replaced with new carpet and padding to match the existing.

Walls & Ceilings: The following work shall be performed by a restoration contractor that is knowledgeable and experienced in remediation of water damaged sheetrock. All sections of walls, baseboards, insulation and ceilings subjected to water intrusion shall be removed and replaced and finished to match existing walls within thirty (30) days of notification of the occurrence from Lessee. The restoration contractor shall certify that the interior wall or ceiling cavities were completely dry prior to installing the replacement sheetrock.

Ceiling Tiles: All ceiling tiles subjected to water intrusion shall be removed and replaced within thirty (30) days of notification of the occurrence from the Lessee. Replacement ceiling tiles shall match existing.

(4) Painting: Walls, woodwork and metal work in the office and bathroom are to be clean and in good condition. All new walls, woodwork and metalwork shall be painted with standard quality acrylic type paint. Lessor agrees to do at Lessor's expense such painting of the exterior as is necessary to maintain the premises in good condition and appearance. Lessor further agrees to do painting of the interior office and bathroom of the leased premises at not less than three (3) year intervals upon written notification from the Lessee of the need to do so.

(5) Asbestos: All requirements of this section shall be in accordance with the Louisiana Administrative Code, Title 33, Part III, Chapter 27, and regulations promulgated pursuant thereto.

The Lessor must provide appropriate documentation from the Architect or Engineer of Record of the proposed leased space that no asbestos containing building material was specified in any construction documents for the building, or, to the best of his or her knowledge, no asbestos containing building material was used in the building. This documentation must be submitted to the Office of Facility Planning and Control, Real Estate Leasing, for submission to the Department of Environmental Quality, Air Quality Division, for their review and approval. A copy of this documentation must be submitted to the Department.

If the documentation as mentioned above cannot be obtained, the Lessor shall conduct an asbestos inspection in accordance with LAC 33:III.2707.A of the functional space indicating therein locations of all materials containing more than one (1) percent asbestos, as determined by Polarized Light Microscopy. This inspection shall be performed by a Louisiana Department of Environmental Quality accredited Inspector with current accreditation. If any asbestos is detected (friable or non-friable) and allowed to remain while the space is occupied, the Lessor shall also provide an ASBESTOS MANAGEMENT PLAN WHICH HAS BEEN APPROVED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY.

All Management Plans must be developed by a Louisiana Department of Environmental Quality accredited Management Planner and must be submitted in the format as outlined in the Department of Environmental Quality's document "Required Elements for LEA and LSPBA Management Plans". The Lessor must maintain, update, and comply with the Management Plan to keep it current with ongoing operations and maintenance, periodic surveillance, inspections, reinspections, response action activities, and training of

maintenance and custodial personnel. Any updates to the Management Plan shall be submitted to the Division of Administration for record purposes as well as updating the Management Plan located at the facility that is being leased. Failure by the Lessor to maintain, update, and comply with any required Management Plans will cause automatic termination of the lease effective three (3) months after the anniversary date of the lease.

All documentation required under this section shall be forwarded to the Division of Administration, Facility Planning and Control, Real Estate Leasing Section by the Lessor AT LEAST SIXTY (60) DAYS PRIOR TO OCCUPANCY OF THE LEASED SPACE BY THE STATE OF LOUISIANA.

(6) Transfer of Equipment/Furniture: The successful bidder will be responsible for the transfer of the voting machines and all contents of the present warehouse to the new facility using a bonded contractor (drayage contractor) presently under state contract with the Department of State. All interested bidders are urged to contact Angie Rogers, Commissioner of Elections, at 225-922-0900 in order to arrange a tour of the current space to view the equipment to be moved.

(7) Recordation of Lease: Upon execution and approval of the lease, it will be the responsibility of the Lessor to have the lease or extract of lease recorded in the office of the parish of the recorder of the parish where the property herein leased is located. Before any payments can be made on the lease, the Lessor must provide a certified copy of the recorded lease or extract of lease to the Department.

Lessor must provide the Lessee with thirty (30) days prior written notice that the space is in compliance with all Parts of this Advertisement. Upon receipt of said written notice, Lessee has the right to verify compliance by site visit and to provide the Lessor with written notice of all deficient items. However, under no circumstances shall Lessee occupy the leased premises until the documentation provided for, relative to asbestos and State Fire Marshal's Office requirements, elsewhere herein is furnished as required.

In the event actual occupancy occurs subsequent to the due date, Lessor waives any right to receipt of rental payments for a period of thirty (30) days after Lessee actually occupies the leased premises. However, rent is earned from the date of actual occupancy.

Should the Lessor fail, for whatever reason, acts of God and military expedience excepted, to deliver possession and occupancy in compliance with all Parts of this Advertisement within one hundred eighty (180) days after approval of this lease by the Department, the Lessee shall be entitled to liquidated damages in the amount of the daily rental rate for every day thereafter that the Lessor fails to deliver possession and occupancy in compliance with all Parts of this Advertisement. If the date on which occupancy is required to be delivered, as determined in accordance with this paragraph, differs from the commencing date specified in paragraph one of the lease agreement attached hereto, then the date on which occupancy is required to be delivered shall be the date as determined in accordance with this paragraph. The commencing and ending dates of the lease may be adjusted by amendment to coincide with the date of actual occupancy.

However, the issuance of an amendment adjusting the commencing and ending dates of the lease to coincide with the date of actual occupancy does not waive the rights of the Lessee to assess liquidated damages as specified in these bid specifications.

Should the Lessor fail, for whatever reason, acts of God and military expedience excepted, to deliver possession and occupancy in compliance with all Parts of this Advertisement within two hundred ten (210) days after approval of this lease by the Department, the Lessee may, at its option and with the approval of the Division of Administration, cancel this lease at any time after expiration of such time. If the Lessee elects not to cancel the lease, the Lessee is entitled to liquidated damages in the amount of the daily rental rate for every day thereafter that the Lessor fails to deliver occupancy in accordance with all Parts of this Advertisement until such time as occupancy is delivered or the Lessee cancels the lease and advertises for rebidding.

PART D – BID SUBMISSION

NOTICE TO BIDDERS - All proposed bids must be submitted in writing using the bid proposal form attached hereto as *Attachment 3*, or a photocopy of said form, all in accordance with the public bid laws of the State of Louisiana, detailing compliance with the specifications in PART B – DEFINITIONS AND SPECIFICATIONS, or detailing the changes that will be made to meet the bid specifications, and must be received in the purchasing office of the Department of State, **no later than 10:30 a.m., August 31st, 2016.** Bids can be mailed, hand delivered or sent by courier service to the Department.

Department of State
Purchasing Division
Post Office Box 94125
Baton Rouge, Louisiana 70804-9125

Physical Address:
3851 Essen Lane
Baton Rouge, LA 70809

Please indicate on the outside of your bid envelope "Sealed Bid-Do not open" and include the solicitation number # 2016-41

Bids will be opened on Wednesday August 31st, at 10:30 a.m., by the Department, Purchasing Division, United Plaza XII Building, 8585 Archives Ave, Baton Rouge, LA 70804 in the auditorium in the back of United Plaza XII building.

See *Attachment 3* for Bid Proposal form and *Attachment 4* for a copy of Bid Specification Worksheet.

Bid forms and specifications may be obtained by writing to the Secretary of State or the Commissioner of Elections at the above address, by calling Derick Bond at (225) 922-3023, or through the Department's website www.sos.la.gov under Elections/Vendors. Bids shall be evaluated based on adherence to the detailed written response to all specifications, terms, conditions, and location and suitability requirements listed herein. The bidder must list any deviations from these specifications, terms, or conditions.

All bids become a matter of public record at the time of receipt by the Department. Bids with information marked confidential will be rejected and returned to bidder immediately upon discovery of such statement. By submitting a bid, bidder specifically assumes any and all risks associated with information marked confidential in the bid submitted and the release of that information.

No part of this bid may be altered or any requirement removed. Any alteration of the bid form will constitute no bid.

The bid will remain firm for a period of sixty (60) days from the date of Bid Opening. The Department may request an extension of bids beyond the sixty (60) day period. Each bidder must control the offered property, including parking areas, at the time of submission of the bid proposal, by either ownership, leasehold, written option, or purchase agreement. Each bidder must submit with his proposal an affidavit, attesting to his ownership, leasehold or written option relative to the property offered including parking areas. Options must extend for a period of at least sixty (60) days beyond bid date. If the bidder controls the offered property by leasehold, the terms of his lease must assure bidder the right to control the offered property through the full term of the lease with the state agency and through any option periods.

ONLY ORIGINAL SIGNATURES ON BID PROPOSAL AND AFFIDAVIT WILL BE ACCEPTED. FAILURE TO PROVIDE ORIGINAL SIGNATURES WILL CAUSE YOUR BID TO BE REJECTED.

If Lessor controls the offered property by leasehold, Lessor must provide written evidence that said lease has been recorded in the parish courthouse where the property is located.

At the time of bid submission, the property offered must meet all zoning requirements for the intended use.

Successful bidder must enter into a lease as per the sample lease form. See, *Attachment 1*, Sample Lease form. Please also see attached sample lease form for other terms, conditions, and requirements. In the event that contradiction exists between the bid specifications and the attached sample lease form, the bid specifications will take precedence.

Failure of the successful bidder to return a signed lease with affidavit within ten (10) days after the receipt of the lease and affidavit, shall cause the bidder to be determined an unresponsive bidder and to be disqualified as a bidder. SEE ATTACHED SAMPLE LEASE FORM FOR OTHER TERMS, CONDITIONS, AND REQUIREMENTS, *Attachment 1*.

The Department reserves the right to reject any and all bid proposals upon written determination that such action is taken in the best interest of the State. Consideration will be given to both bid price and suitability of space for the Department. The low bidder will be determined based on the lowest total annual rent. Price per square foot will be based on total annual rent and TOTAL SQUARE FOOTAGE as indicated on schematic floor plan submittal.

The apparent successful bidder will be required to provide site plans, schematic plans and outline specifications within twenty (20) calendar days of receipt of notification. During this twenty (20) day period, the apparent successful bidder must meet with the Department to determine final lay-out and adjacencies of the leased premises, keeping in mind that compliance with the requirements of the bid specifications must be met and adhered to. After the initial meeting with the Department, and within the twenty (20) day period, documents reflecting compliance with all requirements of the bid specifications, must be submitted to and approved by the Department as to lay-out and adjacencies. The Department will then submit the documents to the Real Estate Leasing Section of the Division of Administration. Failure to timely provide site plans, schematic plans and outline specifications may be deemed cause for rejection of bid.

These schematic design documents must be in such format and detail as required to illustrate the specific components of the building and site and must indicate compliance with all requirements of the bid specifications. The documents shall consist of fully dimensioned drawings drawn to 1/4" or 1/8" scale and outline specifications. The drawings shall depict all proposed conditions (walls, windows, doors, parking, etc.) The site plans must indicate the parking area to be used by the Department, layout of parking area, number of parking spaces, exits and entrances to the parking areas, property lines, rights-of-way, sidewalks, servitudes, bordering streets, etc. THE LEASE AGREEMENT WILL BE WRITTEN FOR THE USABLE SQUARE FOOTAGE INDICATED IN SCHEMATIC DESIGN DOCUMENTS. SEE DEFINITION OF USABLE SPACE.

The Lessor will also be required to submit building plans and specifications labeled "FOR STATE LEASE USE" to the Office of State Fire Marshal at their Plan and Review Section, 7979 Independence Boulevard, Baton Rouge, LA 70806, Phone (225) 925-4911. These plans must be submitted prior to any construction and/or renovations. Upon receipt of approval from the Office of State Fire Marshal of these building plans and specifications, the Lessor will also be required to submit a copy of said approved plans to the Department and to the Real Estate Leasing Section of the Division of Administration prior to any construction and/or renovations.

The apparent successful bidder must submit suitable evidence of financial responsibility immediately upon notification if this information is not already on file with the Department and the Real Estate Leasing Section. The following are the kinds of information which the Department and the Real Estate Leasing Section may consider as evidence of financial responsibility:

1. A letter of credit from a financial institution.
2. Financial Statement.
3. A letter of commitment from the bank or other institution financing the project and addressed to the Division of Administration, stating the amount and terms of commitment to the Lessor.

4. Information from the prospective Lessor, including representations and other data contained in proposals, or other written statements or commitments, such as financial assistance and subcontracting arrangement.
5. Other information supportive of financial responsibility, including financial data, and records concerning Lessor performance.
6. Publications, including credit ratings and trade and financial journals.
7. Information from other sources, including banks, other financial companies, and State Departments and agencies.

SIGNATURE AUTHORITY: IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121 of 1997), THE PERSON SIGNING THE BID PROPOSAL MUST BE:

1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER, OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR

2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR

3. AN INDIVIDUAL AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS ACCORDING TO DOCUMENTATION FILED BY THE CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY WITH THE SECRETARY OF STATE IN WHICH THE PUBLIC ENTITY IS LOCATED. SUCH DOCUMENTATION SHALL BE AN AFFIDAVIT, RESOLUTION, OR OTHER ACKNOWLEDGED OR AUTHENTIC DOCUMENT INDICATING THE NAMES OF ALL PARTIES AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. SUCH DOCUMENTATION SHALL REMAIN IN EFFECT AND BIND THE PRINCIPAL UNTIL SPECIFICALLY RESCINDED AND CANCELED FROM THE RECORDS OF THE SECRETARY OF STATE.

BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.

Any questions relative to this solicitation must be received in writing by the Department's Purchasing Division no later than ten (10) days prior to bid opening. Responses to all questions will be in written form and addressed to all Bidders of Record. No verbal questions will be entertained and no changes to the solicitation specifications will be effective unless made in written form by the Department. No negotiations, decisions or actions shall be considered as binding by any bidder as the result of any oral discussion with any state employee or state consultant.

ADDRESS ALL INQUIRIES TO:

Derick D. Bond, Sr.
Director of Purchasing
Derick.Bond@sos.la.gov
(225) 922-3023
Department of State
Purchasing Division
Post Office Box 94125
Baton Rouge, Louisiana 70804-9125

Physical Address:
3851 Essen Lane
Baton Rouge, LA 70809

BID OPENING - All bids timely received will be publicly opened and read at the hour and date specified above and no bids will be accepted after that hour and date. The apparent successful bidder will be notified within 30 days of the bid opening.

The Secretary of State reserves the right to refuse any and all bids and to waive any and all informalities.

ATTACHMENT 1

SAMPLE LEASE TO BE FILLED IN ONLY BY THE REAL ESTATE LEASING SECTION OF THE DIVISION OF ADMINISTRATION

LEASE OF WAREHOUSE SPACE
BETWEEN
Lessor Company Name
AND
STATE OF LOUISIANA
DEPARTMENT OF STATE

STATE OF LOUISIANA

PARISH OF

This LEASE ("Lease"), entered into this # day of Month, Year ("Effective Date"), by and between Lessor Name, ("Lessor"), a Louisiana Type of Company, having its principle place of business at Lessor Address, City, State, represented herein by Lessor Representative Name, its Representative Title, and the State of Louisiana, Department of State, Elections Division ("Lessee"), represented herein by the undersigned.

WHEREAS, the Department of State made due advertisement for the bids in accordance with the law for the lease of storage and warehouse space in the Parish of (the "Parish"), including all services in connection therewith; and

WHEREAS, in accordance with said advertisement, bids were received by the Department of State and said bids were publicly read aloud; and

WHEREAS, the Department of State, after due and proper analysis of bids submitted, awarded the Lease to Lessor as the lowest responsible bidder;

NOW, THEREFORE, in consideration of the mutual obligations contained in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties hereto, the parties, intending to be legally bound, agree as follows:

1. **Leased Premises.** For the consideration and upon the terms and conditions hereafter expressed, Lessor has this day rented, let and leased unto Lessee the following described property:

"sq ft square feet of usable warehouse space located at Address, City, Louisiana, to be used as the _____ Parish voting machine warehouse at the rate of $Amount per square foot per annum."

In addition to and included in the leased space described above and the lease price to be set forth below, Lessor shall provide the leased space in compliance with the specifications set forth in the bid proposal, all parts of which are hereby incorporated into this lease and made a part hereof, including but not limited to the following accommodations, services and certifications. To the extent that any inconsistency may be found between the language of this lease and the bid specifications, the specifications shall govern:

(a) Parking. Lessor shall provide Six (6) parking spaces for use by Lessee's employees and visitors. Parking for the physically handicapped shall comply with the requirements of R.S.40: Part V. EQUAL ACCESS TO GOVERNMENTAL AND PUBLIC FACILITIES FOR PHYSICALLY HANDICAPPED. Specifically R.S.40:1731-1744. All parking for the physically handicapped shall be immediately adjacent to the building.

(b) Sanitary Facilities. Lessor shall provide sanitary facilities in the Leased Premises in keeping with the requirements of the Louisiana State Plumbing Code, 2000 edition, **and with the Americans with Disabilities Act.**

(c) Electrical Service. Lessor shall provide the number and size of outlets prescribed in the bid specifications in the locations prescribed therein.

(d) Communications. Lessor shall provide the number of telephone lines, computer outlets, modem outlets, and other communication ports set forth in the bid specifications. Lessor shall provide adequate entrance cable and facilities, including modular telephone jacks into the building to accommodate telephones as required by the bid specifications. All telephones shall be installed at the expense of Lessee.

(e) Loading Facilities. Lessor shall provide the leased premises with adequate loading facilities to meet the requirements established in the bid specifications.

(f) Climate Control. Lessor shall provide heating and cooling in the leased space in accordance with the requirements of the bid specifications.

(g) Utilities and Pest Control Services: Lessor shall pay for all utilities such as electricity, gas, water, sewer, septic tank service, trash/garbage pickup and disposal. Pest Control service must be performed on a monthly basis between the hours of 6:00 a.m. and 2:30 p.m. Lessor must be able to arrange for emergency service if needed.

(h) Changes to the Leased Space. Lessor agrees to make, at Lessor's own expense, all changes and additions to the leased premises required by reason of any laws, ordinances, orders or regulations of any municipality, parish, state, federal, or other public authority including the furnishing of required sanitary facilities and fire protection facilities. In addition, any changes to the leased premises required to comply with the requirements of this lease and/or the bid specifications, shall be made at Lessor's expense.

Lessor grants Lessee the right to add to or to install in the leased premises at its own expense any fixtures, appurtenances, appliances, coverings, or other such objects as Lessee may desire, provided that the installations and alterations made by the Lessee do not diminish the value of the leased premises, and the right to remove at Lessee's expense upon the termination of this Lease, all such fixtures, appurtenances, appliances, coverings or

other improvements placed in or on the leased premises by Lessee, provided that Lessee restores the leased premises to substantially the same condition as existed at the time of occupancy by Lessee.

The parties agree that no expense incurred as a result of Lessor's originated changes, renovations or improvements made during the term of the Lease shall be borne by the Lessee.

(i) Additional Space. The parties agree that in the event Lessee requires adjacent additional space which could not reasonably have been foreseen at the time of execution of this Lease or of the exercise of Lessee's option to extend, it shall promptly notify Lessor in writing of such requirement. Lessor shall respond in writing within fifteen (15) days of receipt of such notification whether such additional space is available. In the event such additional space is available, the Lessor shall provide such additional space on the same basis and at the same rate as for such comparable space under the then current lease.

2. Contract Price. In connection with leased premise provided in connection with this Lease, Lessor shall receive Amount ($#) per square foot per annum. The annual price of Amount ($#) DOLLARS shall be paid unto Lessor in equal monthly installments of Amount ($#) DOLLARS, the first installment being due and payable on the # day of Month, Year, and remaining installments being due and payable, respectively on the 1st day of each month thereafter. In the event that Lessee takes occupancy of the leased space after the due date of the first rental payment, Lessor waives any right to receipt of rental payment for a period of thirty (30) days after Lessee actually occupies the leased premises. In any event, rent is earned from the date of actual occupancy.

All monthly payments of rent shall be paid by Lessee to: Remit to address, until notified in writing by the Lessor of a different payment address.

The State of Louisiana and Lessee are not liable for any costs incurred by Lessor prior to the statutory approval of a lease by the Commissioner of Administration in accordance with La. R.S. 39:1641(A).

3. Term

(a) Term. This Lease shall begin upon Commencing Date and shall continue for an initial term of five (5) years. In addition to the initial term, Lessee shall have a right to extend this Lease for five (5) additional years at the same terms and conditions of the primary lease. The rental rate per square foot shall also be the same as specified in the primary lease, unless the United States Government Consumer Price Index (CPI) reflects an increase in excess of 15% during the term of the primary lease, and Lessor requests, in writing within sixty (60) days of notification of the Lessee's intent to exercise the option term, a rental increase during the option term to reflect said increase. In that event, the rental payments shall increase the same percentage as the CPI, but in no event shall the rental payments increase in excess of 20% of the primary rental rate.

Any increase in rental due to increases in the CPI is contingent upon approval by the Division of Administration and legislative funding. In the event said increase is not approved by the Division of Administration and/or the Louisiana Legislature does not approve funds for the increase in rental, said increase will not go into effect, in which event Lessor shall have the right to terminate said lease upon six (6) months written notice to Lessee.

If Lessee desires to renew this Lease beyond the initial term, written notice will be provided to the Lessor sixty (60) days prior to the expiration of the initial term. This Lease shall not extend beyond ten (10) years.

4. Conditions. The execution and continuation of this Lease shall be subject to the following conditions:

(a) Insurance. Prior to the execution of this Lease, the Lessor shall furnish to the Division of Administration evidence of the following insurance coverage:

(1) *Fire and Extended Coverage Insurance.* One hundred (100%) percent of the value of the leased premises.

(2) *General Liability Insurance.* The Lessor shall maintain coverage for claims, including but not limited to claims of bodily injury, property damage, negligence, and any other claim arising out of the provision and maintenance of a warehouse for the storage of voting machines made against the Lessor and/or the State or Department of State in combined single limits of not less than $1,000,000 per occurrence.

All such insurance coverage shall be in force through the term of this Lease, including any renewal periods. Failure to maintain such insurance shall cause this Lease to be terminated upon sixty (60) days written notice by the Department of State with the approval of the Division of Administration. For purposes of this paragraph, evidence of insurance coverage shall be the original insurance policies, confirmed copies (photocopies) thereof, and shall be accompanied by a certificate of insurance attested to by a duly licensed agent or broker stating that such insurance will not be canceled by the company without first giving notice to the Department of State and the Division of Administration at least thirty (30) days before said insurance will be canceled.

(b) Disclosure of Ownership. The Lessor shall complete and return to the Real Estate Leasing Section a completed Affidavit form which becomes a part of this lease. The Affidavit form will be provided by the Real Estate Leasing Section. In addition, the Lessor shall certify to the Lessee that he/she has read and understands the Code of Government Ethics (Chapter 15 of Title 42 of the Louisiana Revised Statutes), that he/she has no ethical conflict contracting with the Department of State, Elections Division, according to the Code of Governmental ethics, and that Lessor will comply therewith during the term of this Lease. The Lessor shall have an ongoing obligation during the term of this Lease to update the disclosure form as necessary to keep same in true and accurate condition. Pursuant to the Code of Governmental Ethics, all Department of State employees and their immediate families are prohibited from participating in contractual activities with the Department in any manner, whether directly or indirectly.

(c) Leasehold. If Lessor controls the property by leasehold, Lessor must provide documentation that verifies that said lease has been recorded in the Parish courthouse where the property is located.

(d) No Felony Conviction Affidavit Prior to execution of this Lease, the Lessor shall provide the Lessee with a No Felony Conviction Affidavit. The Lessor shall have an ongoing obligation during the term of this Lease to update the No Felony Conviction Affidavit as necessary to keep same in true and accurate condition.

(e) Appropriations. The continuation of this Lease is contingent upon an appropriation of funds by the State Legislature sufficient to fulfill the requirements of this Lease. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the Lease or if such appropriation is reduced by the veto of the Governor or by means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the Lease, the Lease shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

In the event that public funding for Lessee becomes inadequate to meet the obligations of this lease, Lessee may, with the approval of the Division of Administration, terminate the lease or reduce the space provided and the rental due by giving sixty (60) days written notice to Lessor. The rental payment due when such a reduction in space is exercised shall be on the same terms and at the same rate per square foot as for the original space under the then current lease.

(f) Fire Protection. Prior to occupancy, Lessor must provide written evidence of compliance with all requirements of the State Fire Marshal's Office. Lessor further agrees to comply with any order issued during the lease term by the State Fire Marshal's office within the time frame mandated by that office. Failure to do so will constitute a breach of the terms of said Lease. Further, Lessor agrees to provide and maintain all fire extinguishers and equipment necessary to comply with the order of the Louisiana State Fire Marshall.

(g) Asbestos Disclosure. Lessor must provide appropriate documentation from the Architect or Engineer of Record of the proposed leased premises that no asbestos containing building material was specified in construction documents for the building, or, to the best of his or her knowledge, no asbestoses containing material was used in the building. This documentation must be submitted to the Office of Facility Planning and Control, Real Estate Leasing Section for submission to the Department of Environmental Quality, Air Quality Division, for their review and approval.

If the documentation as mentioned above cannot be obtained, Lessor shall conduct an asbestos inspection in accordance with LAC 33:III2707.A of the functional space indicating therein locations of all materials containing more than one (1) percent asbestos, as determined by Polarized Light Microscopy. This inspection shall be performed by a Louisiana Department of Environmental Quality accredited inspector with current accreditation. If any asbestos is detected (friable or non-friable) and allowed to remain while the space is occupied, the Lessor shall also provide an ASBESTOS MANAGEMENT PLAN WHICH HAS BEEN APPROVED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY.

All management plans must be developed by a Louisiana Department of Environmental Quality accredited Management Planner and must be submitted in the format as outlined in the Department of Environmental Quality's document "Required Elements for LEA and LSPBA Management Plans". Lessor must maintain, update, and comply with the Management Plan to keep it current with ongoing operations and maintenance, periodic surveillance, inspections, reinspections, response action activities, and training of maintenance and custodial personnel. Any updates to the Management Plan shall be submitted to the Division of Administration for record purposes as well as updating the Management Plan located at the facility that is being leased. Failure by the Lessor to maintain, update, and comply with any required Management Plan will cause automatic termination of the lease effective three (3) months after the anniversary date of the lease.

All documentation required under this section shall be forwarded to the Division of Administration, Facility Planning and Control, Real Estate Leasing Section, by Lessor prior to occupancy of the leased space by the Department of State, Elections Division. All requirements of this section shall be in accordance with the Louisiana Administrative Code, Title 33, Part III, Chapter 27, and regulations promulgated thereto.

(h) Occupancy. The parties agree that Lessor is to provide Lessee with thirty (30) days prior written notice that leased premises are in compliance with all requirements and/or specifications and are ready for occupancy. Upon receipt of said notice, Lessee has the right to verify compliance by site visit and to provide Lessor with written notice of deficient items. However, in no event shall Lessee accept occupancy prior to Date. Furthermore, under no circumstances shall Lessee occupy the leased premises until the documentation provided for, relative to asbestos and State Fire Marshal's office requirements have been met.

(i) Tenantable Possession. Lessor shall deliver the leased premises to the Lessee at the beginning of this Lease in a thoroughly sanitary and tenantable condition, and, by assuming possession, Lessee admits that it has examined the leased premises and found them to be in good, safe, and acceptable condition. Provided, however, that Lessee shall provide to Lessor, no later than fifteen (15) days after occupancy, a list of all deficiencies in need of correction in order to bring the leased premises into compliance with the terms of the lease. Where Lessee already occupies the leased premises under a prior lease, possession and occupancy under this Lease shall not be deemed to occur until Lessee inspects the premises and certifies in writing to the Division of Administration that all requirements have been satisfied.

Should Lessor fail to keep the leased premises in good and tenantable condition, to make any such repairs, replacements or changes, or to do painting within thirty (30) days after written notice from Lessee of the necessity therefore, or should Lessor commit any other breach of the lease terms and conditions, Lessee may at its option and with approval of the Division of Administration, correct the same and deduct the cost thereof from the rental payments. Provided, however, that in the event of conditions requiring immediate maintenance and/or repair, including but not limited to flooding, roof leaks, failure of electrical system, failure of plumbing system, etc., Lessee may at its option, and with notice to the Division of Administration, correct the same and deduct the cost thereof from the rental payments after reasonable attempts to contact the Lessor.

Should Lessee be unable, for whatever reason, to maintain possession of the leased premises in accordance with the terms set forth herein, Lessee shall be entitled to the remission of rent for such term during which the Lessee is deprived of tenantable possession. If the leased premises and/or said building is only so slightly injured by fire or other casualty as not to render the leased premises unfit for occupancy, Lessor agrees that same shall be repaired with reasonable diligence, but in no event no more than sixty (60) days, in which event Lessee shall not be entitled to any remission of rent whatever.

(j) Maintenance. Lessor agrees to do at Lessor's expense such painting and other maintenance to the exterior of the building as is necessary to maintain the building in good condition and appearance. Lessor further agrees to do painting of the interior of the office and bathroom of the leased premises at not less than three (3) year intervals upon written notification from the Lessee of the need to do so. Exterior cleanup shall be maintained constantly to insure that areas outside of leased premises, including parking facilities are trash-free. Lessor is responsible for maintaining the grounds, including cutting grass and weeds and trimming shrubs surrounding the leased premises on a weekly period during growing season and otherwise, as needed. Lessor shall have sole responsibility for all maintenance and repair to the heating and air conditioning systems, plumbing systems (including plumbing fixtures), sewerage disposal systems (including septic tanks), electrical systems, light fixtures and all other equipment furnished by the Lessor.

Lessor shall be responsible for maintaining the entire building and site in good condition throughout the term of the lease. Lessor shall make all such repairs to the premises as may become necessary because of breakage or other damages not attributable to the negligence of the Lessee, its agents, or its employees. Lessor shall be responsible for any damages to Lessee's employees, agents, invitees, visitors, and property and/or equipment that are a result of Lessor's negligence to properly maintain the premises.

Any water intrusion in the building will require the following action by the Lessor:

Carpet: The following work shall be performed by a restoration contractor that is knowledgeable and experienced in remediation of wet carpet. Excess water shall be immediately vacuumed out of the carpet. The wet carpet shall be sanitized with a chemical approved for indoor use. Area fans shall be installed until the carpet is completely dry. If carpet is not professionally dried and sanitized within thirty (30) days of notification of the occurrence by Lessee, all areas of wet carpet and padding must be removed and replaced with new carpet and padding to match the existing.

Walls & Ceilings: The following work shall be performed by a restoration contractor that is knowledgeable and experienced in remediation of water damaged sheetrock. All sections of walls, baseboards, insulation and ceilings subjected to water intrusion shall be removed and replaced and finished to match existing wall within thirty (30) days of notification of the occurrence from Lessee. The restoration contractor shall certify that the interior wall or ceiling cavities were completely dry prior to installing the replacement sheetrock.

Ceiling Tiles: _____ All ceiling tiles subjected to water intrusion shall be removed and replaced within thirty (30) days of notification of the occurrence from the Lessee. Replacement ceiling tiles shall match existing.

(k) Handicap Accessibility. Lessor agrees that the building, grounds and facilities herein leased shall comply with the requirements of R.S. 40: Part V. EQUAL ACCESS TO GOVERNMENT AND PUBLIC FACILITIES FOR PHYSICALLY HANDICAPPED. Specifically R.S. 40:1731-1744.

(l) Transfer of Voting Machines and contents of warehouse. Lessor shall be responsible for the transfer of voting machines and all contents of the present warehouse to the leased premises using a drayman presently under contract in Parish as established by the Department of State, Elections Division.

5. Indemnification. The Lessor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, and employees, including volunteers (collectively referred to as the "State" for purposes of this paragraph), from and against any and all claims, demands, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way arise out of any negligent act or omission of the Lessor, its agents, servants, and employees, or any and all costs, expenses and/or attorney's fees incurred by the Lessor as a result of any claims, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, any State Departments, Agencies, Boards, Commissions, their agents, representatives, or employees. The Lessor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand or cause of action is groundless, false or fraudulent. Notwithstanding the foregoing, the State, in its sole discretion, shall be entitled to provide its own defense to any such claim, demand or cause of action, provided that the Lessor shall reimburse the State for all its costs, expenses and attorneys' fees in connection with said defense.

Lessor further agrees to waive any rights or claims, other than for intentional acts, against Lessee, its agents, or employees for any loss to the premises by fire, windstorm, hail, smoke, explosion, riot, riot attending a strike, civil commotion, or damage from aircraft and vehicles.

6. Termination.

(a) For cause. In addition to the other provisions of this Lease, Lessee, with approval of the Division of Administration, may terminate this Lease for cause based upon the failure of the Lessor to comply with the terms and/or conditions of the Lease provided that the State shall give the Lessor written notice specifying the Lessor's failure. If within sixty (60) days of the date of such notice, the Lessor has not either corrected such failure, or in the case of failure which cannot be corrected in sixty (60) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Lessor in default and the Lease shall terminate on the date specified in such notice.

(b) For failure to provide occupancy.. Should Lessor fail, for whatever reason, acts of God and military expedience excepted, to deliver possession and occupancy in accordance with the all parts of the specifications and all other requirements contained within the paragraphs of this Lease within one hundred eighty (180) days after approval of this lease by the Division of Administration, Lessee may at its option, and with the approval of the Division of Administration, cancel this Lease at any time after expiration of such time.

(c) For failure to provide tenantable possession. Should Lessor fail to keep the leased premises in good and tenantable condition, to make any such repairs, replacements or changes, or to do painting within thirty (30) days after written notice from Lessee of the necessity therefore, Lessee, may, with approval of the Division of Administration, quit and surrender possession of the premises without further liability to Lessor, upon sixty (60) days written notice.

(d) For necessity due to destruction of leased premises. If, prior to the termination of this Lease, through no fault, neglect or design of Lessee, the leased premises and/or said building be destroyed by fire or other casualty, or be unfit for occupancy, then this Lease shall be canceled ipso facto, unless the leased premises can be rendered fit for occupancy within one hundred twenty (120) days from the happening of such fire or other casualty and the Lessor commences the repairs to the damages within thirty (30) days of the occurrence. The Lessee shall be entitled to such reduction or remission of rent as shall be just and appropriate.

If this Lease is canceled for such cause, Lessee shall be entitled to a credit corresponding to the unexpired term of this Lease. The unearned portion of rent shall be annulled and returned to Lessee, and Lessor shall have the right to take possession of the leased premises, discharged of this Lease.

(e) For transfer to state-owned space. In the event that the State of Louisiana provides Lessee with adequate space in a building owned by the State or owned or leased by the Office Facilities Corporation established by La. R.S. 39:1798 et seq., Lessor agrees to terminate said Lease following sixty (60) days' notice.

7. Liquidated Damages. Should the Lessor fail, for whatever reason, acts of God and military expedience excepted, to deliver possession and occupancy in accordance with all parts of the bid specifications within one hundred eighty (180) days after approval of this lease by the Division of Administration, the Lessee shall be entitled to liquidated damages in the amount of the daily rental rate for every day thereafter that the Lessor fails to deliver possession and occupancy in accordance with specifications. If the date on which occupancy is required to be delivered, as determined in accordance with this paragraph, differs from the commencing date specified in Paragraph 3, then the date on which occupancy is required to be delivered shall be the date as determined in accordance with this paragraph. The commencing and ending dates of the lease may be adjusted by amendment to coincide with the date of actual occupancy. However, the issuance of an amendment adjusting the commencing and ending dates of the lease to coincide with the date of actual occupancy does not waive the rights of the Lessee to assess liquidated

Should the Lessor fail, for whatever reason, acts of God and military expedience excepted, to deliver possession and occupancy in accordance with all parts of the bid specifications within two hundred ten (210) days after approval of this lease by the Division of Administration, the Lessee may, at its option, and with the approval of the Division of Administration, cancel this lease at any time after expiration of such time. If the Lessee elects not to cancel the lease, the Lessee is entitled to liquidated damages in the amount of the daily rental rate for every day thereafter that the Lessor fails to deliver occupancy in accordance with all parts of bid specifications until such time as occupancy is delivered or the Lessee cancels the lease and advertises for rebidding.

8. Recording. Upon execution and approval of the Lease, it will be the responsibility of the Lessor to have the Lease or extract of lease recorded in the office of the parish recorder for the parish where the property is located. Before any payments can be made on the Lease, Lessor must provide a certified copy of the recorded lease or extract of lease to the Real Estate Section of Facility Planning and Control.

9. Miscellaneous

(a) Definitions. All terms not otherwise defined in this Lease shall be construed in accordance with the meaning given to the terms in the Louisiana Revised Statutes.

(b) Taxes. The Lessor shall be responsible for the payment of any and all taxes that may become due as a result of the proceeds of this Lease and/or legislative appropriation. Lessor will be required to complete a Federal Tax Identification Form W-9 and provide same to the Lessee.

(c) Transferability. The Lessor may not assign either this Lease or any of its rights, interests or obligations hereunder without the prior written approval of the Division of Administration. All terms and conditions of this Lease shall be binding upon and enure to the benefit of and be enforceable by the respective successors and permitted assigns of the Lessee. Notwithstanding the foregoing, this Lease shall not be sold nor the payments due or to become due hereunder assigned under any circumstances. The Department of State, Elections Division, may transfer this Lease to, or this Lease may enure to, the benefit of any State or local government or agency, department or division thereof that assumes the function of administering elections within the State of Louisiana.

(d) Notices. Any notices or other communications required or permitted hereunder shall be deemed to have been given when sent by certified or registered mail, postage prepaid, addressed as follows:

If to the State or Commissioner:

Department of State
Elections Division
Attn: Commissioner of Elections
P. O. Box 94125
Baton Rouge, Louisiana 70821-4729

and

John L. Davis, Director
Office of Facility Planning and Control
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095

If to the Lessor:

Lessor Name
Lessor Company Name
Address
City, State, Zip
Telephone number

or such other persons and addresses as have been furnished by either party to the other in writing. No notice, waiver, consent or approval required or permitted hereunder shall be deemed effective unless given in writing.

(e) Non-discrimination. The Lessor shall not discriminate in its employment practices, and will render services under this Lease without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Lessor further agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Lessor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

(f) No Third-Party Beneficiaries. This Lease shall not confer any rights or remedies upon any person other than the parties to this lease and their respective successors and permitted assigns without the expressed written approval of the Commissioner and the Division of Administration.

(g) Entire Lease. This Lease (including the documents referred to herein) constitutes the entire Lease among the parties and supersedes any prior understandings, leases, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof.

(h) Amendments and Waivers. No amendment of any provision of this Lease shall be valid unless the same shall be in writing and signed by both parties. No wavier by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or

not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence.

(i) Severability. Any term or provision of this Lease that is invalid or unenforceable in any situation or in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending terms or provision in any other situation or in any other jurisdiction.

(j) Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of Louisiana.

(k) Accessible Books and Records. The Legislative Auditor of the State of Louisiana and the Commissioner, or his designated representative, shall have the right to examine any books and records regarding this Lease in the custody of the Lessor at any time during Lessor's normal business hours.

(l) Subordination of Lessor's Lien. When requested by the State, Lessor shall execute a Subordination of Lessor's Lien with respect to equipment in favor of a third party, whenever the third party is financing the acquisition of the equipment. The State will supply the document to be executed.

IN WITNESS WHEREOF, the parties have executed this Lease this (Date) day of (Month), (Year).
(signed their names on the dates listed below, in the presence of the undersigned competent witnesses.)

WITNESSES: LESSOR: Lessor Company Name

Print Name:

BY:
Print Name: Name & Title

STATE OF LOUISIANA
DEPARTMENT OF STATE

Print Name:

BY:
Print Name: KYLE ARDOIN, FIRST ASSISTANT SECRETARY OF STATE

APPROVED:

This day of , (Year).

Office of the Governor
Division of Administration

BY:
John L. Davis, Director

Facility Planning and Control

ATTACHMENT 2

AFFIDAVIT ATTESTING TO CONTROL OF OFFERED PROPERTY

STATE OF LOUISIANA
PARISH OF _____

BIDDER: _____, is represented herein by _____
(Person or entity submitting bid) (Affiant-name of individual authorized to act on behalf of bidder)
who attests that he/she is empowered and authorized to execute this document.

Affiant, who was first duly sworn, further deposed and attested that the following information is true and correct:

1. Is Bidder the proposed Lessor (the person or entity in whose name the lease will be written)?
   Yes _____ No _____
   If "No", name the proposed Lessor (the person or entity in whose name the lease will be written) for whom Bidder is acting as authorized agent: _____

2. Location of offered property:
   Building: _____,
   Parking Areas: _____,
   (Give precise street address, or, if to be constructed include adequate information for Lessee to locate property without additional information. Street address means the name of a street coupled with a numerical designation. Where a street address exists for a particular existing space, it must be included in order for the bid to be considered. Failure to include such location information will result in automatic rejection of the bid).

3. Please specify how the proposed Lessor currently controls the offered property (check the appropriate blank only):
   Building:_____ _____ ownership _____ leasehold _____ written option _purchase agreement
   If leasehold, written option or purchase agreement is applicable, give its termination date:_____
   Real Estate Leasing Section may require written evidence of control.
   Parking: _____ ownership _____ leasehold _ written option ___ purchase agreement
   If leasehold, written option or purchase agreement is applicable, give its termination date:_____
   Real Estate Leasing Section may require written evidence of control.
   If Lessor controls the offered property by leasehold, Lessor must provide evidence that said lease has been recorded in the Parish courthouse where the property is located.

4. If proposed Lessor is a corporation, list all individuals, partnerships or other corporations owning 10% or more in common and/or preferred stock of the Bidder Corporation. If proposed Lessor is a partnership, list all partners:
   _____

5. If proposed Lessor controls the property other than by ownership, answer the following: Name current owner(s) of the property: _____

   If owner is a corporation, list all individuals, partnerships or other corporations owning 10% or more in common and/or preferred stock of the owner corporation. If owner is a partnership, list all partners: _____
   _____

Failure to provide the required information in the affidavit or the filing of erroneous or incomplete information in the affidavit or the bid proposal shall be cause for the rejection of the bid.

Affiant, being duly sworn, does depose and state that the above is true and correct in all respects recited.

WITNESSES:

_____ _____
PRINTED NAME: _____ Signature of Affiant

_____
PRINTED NAME: _____

SWORN TO AND SUBSCRIBED before me, this _____ day of _____, 20 _____.

_____ _____
NOTARY PUBLIC BAR or ID NUMBER

_____
PRINTED NAME OF NOTARY PUBLIC

AFFIDAVIT ATTESTING TO CONTROL OF OFFERED PROPERTY (continued)

THIS AFFIDAVIT MUST BE SUBMITTED WITH BID PROPOSAL

Only original signatures on Bid Proposal and Affidavit will be accepted.
Failure to provide original signatures will cause your bid to be rejected.

ATTACHMENT 3

BID PROPOSAL

BID OPENING DATE: _____ **PARISH:** _____

I, _____, herewith offer to lease the space as described below.
(Type or print name of bidder)

My offer includes the following items:

- **Approximately _____ square feet of warehouse space.**
- **LOCATION OF OFFERED PROPERTY AND PARKING AREAS:**

Building: _____

Parking: _____

(Precise street address or if to be constructed, include adequate information for Lessee to locate property without additional information. Street address means the name of a street coupled with a numerical designation. Where a street address exists for a particular existing space, it must be included in order for the bid to be considered. Failure to include street address will result in automatic rejection of the bid).

Price of the space offered, including utilities, will be a total annual rent of $ _____ per year, for a period of FIVE (5) years, and the Lessor will grant to the Lessee the option to extend the lease from the end of its term for an additional period of FIVE (5) years, on the same terms and conditions as specified in the primary lease. The low bidder will be determined based on total annual rent. Price per square foot will be based on total annual rent and total square footage as indicated on the schematic floor plan submittal.

By submitting this proposal, bidder certifies that he has reviewed and understands Advertisement For Bids, Parish of _____ in its entirety and the following addenda, if any:

Addendum No. _____ dated _____ Addendum No._____ dated _____
Addendum No. _____ dated _____ Addendum No. _____ dated _____

All Addenda Must Be Acknowledged for Bid To Be Considered

BIDDER: _____ PHONE: _____
(Type or Print name of Bidder)

REPRESENTED BY: _____ FAX # _____
(Type or Print name of individual authorized to sign Bid Proposal on behalf of bidder)

ADDRESS: _____ DATE: _____

CITY/STATE/ZIP: _____

SIGNATURE: _____
(Signature of Individual authorized to sign Bid Proposal on behalf of bidder.
Person signing the bid proposal must be in compliance with L.R.S. 39:1594 (Act 121)
See bid specifications for compliance requirements).

ATTACHMENT 4

BID SPECIFICATIONS WORKSHEET

PART B – DEFINITIONS AND BID SPECIFICATIONS

(1) Description of Structure:

(2) Design/Structural Requirements:

(3) Concrete Foundations:

(4) Roof Ventilators:

(5) Insulation:

(6) Building Doors and Windows:

(7) Interior Rooms:

(8) Plumbing:

(9) Heating and Air Conditioning:

(10) Electrical:

(11) Burglary and Fire Alarm System:

(12) Communications:

(13) Driveway and Parking:

(14) Mail Box:

PART C – TERMS

(1) Insurance

(2) Utilities and Service Providers:

(3) Building Maintenance:

(4) Painting:

(5) Asbestos:

(6) Transfer of Equipment/Furniture

(7) Recordation of Lease:

ATTACHMENT 5

Title 31
ELECTIONS
Part III. Procurement
Chapter 1. Procurement of Voting System Drayage and Storage
§101. Definition

Drayage—the transporting or cartage of voting equipment and supplies as directed by the Secretary of State.

AUTHORITY NOTE: Promulgated in accordance with R.S. 18:1371 and R.S. 36:742.

HISTORICAL NOTE: Promulgated by the Department of State, Elections Division, LR 34:698 (April 2008).

§103. Revised Statutes

A. These regulations shall be read and interpreted jointly with R.S. 39:1551 et seq.

B. A rule or regulation shall not change any explicit contract provision, commitment, right or obligation of the state, or of a contractor under a state contract in existence on the effective date of that rule or regulation. However, to the extent possible, existing contracts shall be constructed in conformity with these rules and regulations.

C. The bid process for the storage of voting systems shall be performed by the Division of Administration, Office of Facility Planning and Control, except that the Department of State may negotiate for storage space of less than 5,000 square feet in accordance with the provisions of R.S. 18:19.

D. The Office of Facility Planning and Control shall prepare the lease between the department and lessor, and the purchase order shall be prepared by the department for the lease of warehouse storage facilities.

AUTHORITY NOTE: Promulgated in accordance with R.S. 18:19, 1353, 1382, R.S. 39:1643, and R.S. 39:1551 et seq.

HISTORICAL NOTE: Promulgated by the Department of State, Elections Division, LR 34:698 (April 2008).

§105. Invitation for Drayage and Storage Bids, Public Notice, and Bid Opening

A. All contracts for the drayage and storage of voting systems shall be awarded by competitive sealed bidding on a parish or regional basis.

B. If the Secretary of State determines a bid will be awarded on a regional basis for drayage and storage, the criteria shall include but not necessarily be limited to:

1. not more than four parishes in a region;
2. not more than 1,000 voting systems in a region;
3. uniform beginning delivery time with continuous drayage for each parish in a region;
4. uniform beginning return time with continuous drayage for each parish in a region;
5. agreement will first be obtained from each clerk of court for each parish to be included in a regional bid; and
6. a cost savings when bid on a regional basis.

C. Competitive sealed bidding shall be accomplished by sending out written notices to persons known to be able to provide the department's requirements, and by advertising in accordance with R.S. 18:19 and 1371 at least 30 days prior to bid opening.

1. Written notices shall be mailed to those persons who have previously requested an invitation for bids for said parish or parishes, if regional, within the previous four years. The written notices shall be mailed to any parish governing authority included in the bid to be let.

2. The written notices and advertisements shall announce:

a. the type of contract;

b. the parish or region for which the contract is required;

c. the method of acquiring an invitation for bids; and

d. the date, time, and place of bid opening.

3. Advertisements shall be published in the official journal of the state and in the official journal of the parish or parishes, if regional, for which the contract is required. Advertisements shall be published in a newspaper of

general circulation printed in such parish or parishes, if regional, or, if there is no newspaper printed in such parish or parishes, if regional, in a newspaper printed in the nearest parish that has a general circulation in the parish or parishes, if regional, covered by the contract. The department may publish notices in additional journals for maximum coverage.
4. A notice shall be sent to the parish governing authority and the clerk of court of the parish or parishes, if regional, for which the contract is required. The clerk of court shall prominently post such notice in his office.
5. Notification shall also be made available on the department's election webpage at www.GeauxVote.com.
D. The invitation for bids shall contain:
1. complete description of the transportation required;
2. all applicable terms, conditions, and other requirements;
3. types and limits of insurance required;
4. bid and performance bonding requirements; and
5. factors which will be used to determine responsibility and suitability of bidders.
E. Bids shall be publicly opened and read as specified in the invitation for bids in the presence of one or more witnesses. Bidders and the public may be present at any bid opening.
AUTHORITY NOTE: Promulgated in accordance with R.S. 18:19 and 1371,
R.S. 36:742, and R.S. 39:1594.
HISTORICAL NOTE: Promulgated by the Department of State, Elections
Division, LR 34:699 (April 2008).

§107. Evaluation of Drayage and Storage Bids

A. Drayage bids shall be evaluated based on adherence to the specifications, terms, conditions, and suitability requirements listed in the invitation for bids. The bidder must list any deviations from these specifications, terms, or conditions.
B. Storage bids shall be evaluated based on adherence to the detailed written response to all specifications, any submitted plans, inspection of the proposed site by the department, or an authorized representative, quality, workmanship and suitability of the proposed site for the purposes set forth in the solicitation, including but not limited to the following:
1. location of the proposed space;
2. condition of the proposed site;
3. safety of the proposed site; and
4. timeliness of the availability.
C. The bidder must list any deviations from these specifications, terms or conditions.
AUTHORITY NOTE: Promulgated in accordance with R.S. 36:742 and 1594.
HISTORICAL NOTE: Promulgated by the Department of State, Elections
Division, LR 34:699 (April 2008).

§109. Responsibility of Drayage and Storage Bidders

A. The Secretary of State or his designee may make reasonable inquiries to determine the responsibility of prospective contractors. In making his determination, the following factors will be considered:
1. has available the appropriate financial, material, equipment, and personnel resources and expertise, or the ability to obtain them, necessary to indicate the capability to meet all contractual requirements;
2. has a satisfactory record of performance on previous state contracts and with other persons;
3. is qualified legally to contract with the state of Louisiana;
4. has supplied an affidavit of No Felony Conviction attesting to the fact that the proposed contractor and/or the principal officers of a corporation are not currently under an order of imprisonment for any felony conviction or have not been convicted of a lesser election offense under Title 18 or an offense involving an election, voting equipment or an election official; and
5. has reasonably supplied any information requested by the Secretary of State in establishing responsibility.
B. Each bidder who is determined to be non-responsible shall be notified in writing. Such notification shall state all reasons for disqualification, and give each bidder who is proposed to be disqualified, a reasonable opportunity to refute the reasons for disqualification at an informal hearing.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:742 and R.S. 39:1601.
HISTORICAL NOTE: Promulgated by the Department of State, Elections Division, LR 34:699 (April 2008).

§111. Correction of Withdrawal of Drayage and Storage Bids

A. Obvious errors or errors supported by clear and convincing evidence may be corrected, or bids may be withdrawn, if such correction or withdrawal does not prejudice other bidders and such actions may be taken only to the extent permitted under regulations.

1. Any bid may be withdrawn prior to bid opening.

2. Minor informalities or insignificant mistakes may be waived or corrected if such will not prejudice other bidders (i.e., if the effect on price, quantity, quality, delivery, or contractual conditions is not significant). The Secretary of State may waive any informalities or allow corrections by bidders if it is in the best interest of the state of Louisiana.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:742 and R.S. 39:1594(F).
HISTORICAL NOTE: Promulgated by the Department of State, Elections Division, LR 34:700 (April 2008).

§113. Drayage Bid Guaranty and Bond

A. If specified in the invitation for bids, a bond, certified check, or money order payable to the Department of State in the amount of 5 percent of the bid must accompany each bid submitted.

B. If a bidder withdraws his bid after bid opening, without complying with LAC 31:III.111, or fails to execute a contract within 20 days of request, the bid bond or other security shall be forfeited and deposited into the department of the Treasury as income not available.

AUTHORITY NOTE: Promulgated in accordance with R.S. 18:1371, R.S. 36:742, and LAC 34:I.523.
HISTORICAL NOTE: Promulgated by the Department of State, Elections Division, LR 34:700 (April 2008).

§115. Drayage Performance Bond

A. If specified in the invitation for bids, the bidder awarded the contract must submit a performance bond or letter of credit in the penal sum of one and one-half times the contract price made payable to the Department of State.

B. The performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register* or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide.

C. If a contractor fails to perform in accordance with contractual obligations, the contractor forfeits the performance bond.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:742, R.S. 38:2219, and R.S. 39:1581.
HISTORICAL NOTE: Promulgated by the Department of State, Elections Division, LR 34:700 (April 2008).

§117. Forfeiture of Bonds for Drayage

A. Actions by bidders causing forfeiture of bonds as stated in §113 and §115 herein shall be cause for removal of said bidders from the department's bid list and will support a determination of non-responsibility for the bidder(s) and its principals for a period of three years.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:742 and R.S. 39:1581.
HISTORICAL NOTE: Promulgated by the Department of State, Elections Division, LR 34:700 (April 2008).

§119. General Guaranty for Drayage

A. Contractor agrees:
1. to maintain all insurance required in the invitation for bids during the term of the contract;
2. to pay all taxes, permits, licenses and fees;
3. to give all notices and comply with all laws, ordinances, rules and regulations of each city and/or town in the parish in which the contractor is performing his duties, and of the state of Louisiana;
4. to protect the state from loss in case of an accident or mishandling by contractor's employees; and
5. to make available the equipment, labor, insurance, etc., for drayage of voting machines at times other than for elections. Prices of the above mentioned to be negotiated between the contractor and department or to be determined by competitive bidding in accordance with small purchase provisions of the procurement code and subsequent applicable executive orders.
AUTHORITY NOTE: Promulgated in accordance with R.S. 36:742 and R.S. 39:1581.
HISTORICAL NOTE: Promulgated by the Department of State, Elections Division, LR 34:700 (April 2008).

§121. Award of Drayage and Storage Contracts

A. All contracts shall be awarded to the lowest responsive and responsible bidder within 30 days of bid opening, unless more time is needed by the department to investigate suitability and the bidder is notified accordingly.
1. A responsive bidder means a person who has submitted a bid which conforms in all substantive respects to the invitation for bids, including the specifications set forth in the invitation.
2. The award shall be made by unconditional acceptance of a bid without alteration or correction, except as authorized in §111.
B. If a bidder who is the lowest responsive and responsible bidder declines to accept the contract, the award may be made to the next lowest bidder or the solicitation may be canceled and re-advertised if it is determined to be in the best interest of the state. Any bidder who has declined to accept the contract previously offered shall be ineligible to bid on the subsequent solicitation. A bidder who declines a contract or fails to produce an acceptable performance bond may also be debarred from future bidding.
C. If a bidder who is the lowest bidder fails to meet all criteria as a responsive and/or responsible bidder, the award may be made to the next lowest bidder who meets all criteria as a responsive and responsible bidder or the solicitation may be canceled and re-advertised if it is determined to be in the best interest of the state.
D. In the case of "tie bids," award shall be made in a manner that will discourage future "tie bids." A written justification for the determination of award must be made by the Secretary of State.
E. In-state bidders shall be preferred to out-of-state bidders on a reciprocal basis when there is a tie bid.
AUTHORITY NOTE: Promulgated in accordance with R.S. 36:742, R.S. 39:1594 and 1595.1.
HISTORICAL NOTE: Promulgated by the Department of State, Elections Division, LR 34:700 (April 2008).

§123. Rejection of Drayage or Storage Bids; Cancellation of Drayage or Storage Solicitations

A. The Secretary of State reserves the right to reject any and all bids when it is in the best interest of the state of Louisiana.
1. Reasons for rejecting a bid include, but are not limited to:
a. a determination of non-responsibility of a bidder(s); or
b. the bid is not responsive (i.e., it did not meet specifications or comply with terms and conditions).
2. Reasons for canceling a solicitation include, but are not limited to:
a. the department no longer requires the service;
b. bids received exceeded budgeted funds or were determined by the department to be unreasonable;
c. the solicitation was flawed (i.e., specifications were not complete or were ambiguous);
d. there is reason to believe that the bids received may have been collusive; or
e. there is inadequate competition indicated by low response to the solicitation.

B. When bids are rejected or a solicitation is canceled, written notices shall be given to the bidders, giving the reasons for the rejection or cancellation.
C. When a solicitation is canceled, where appropriate, bidders will be given the opportunity to bid on the new solicitation.
AUTHORITY NOTE: Promulgated in accordance with R.S. 36:742, R.S. 39:1581 and 1599.
HISTORICAL NOTE: Promulgated by the Department of State, Elections Division, LR 34:701 (April 2008).

§125. Emergency Drayage Procurements

A. The Secretary of State or his designee may declare that an emergency situation exists when:
1. property is subject to loss or destruction as a result of an accident or natural disaster within 30 days of an election;
2. the functioning of the department will be threatened; or
3. the health and safety of any person is threatened.
B. Every effort shall be made to obtain bids from three or more bidders. Bids shall be solicited from bonded, insured draymen or lessors currently under contract with the department.
1. If time permits, written quotations shall be solicited.
2. If time does not permit, telephone quotations shall be solicited.
C. The Secretary of State shall make a written determination stating the basis for the declaration of an emergency, the procedure used prior to selecting a contractor, and the basis for awarding to a particular contractor.
D. The Secretary of State shall keep all records relating to emergency procurements at least three years after the Legislative Auditor's Office have completed their audit of the department for the fiscal year in question.
AUTHORITY NOTE: Promulgated in accordance with R.S. 36:742 and R.S. 39:1598.
HISTORICAL NOTE: Promulgated by the Department of State, Elections, LR 34:701 (April 2008).

§127. Collusive Bidding or Negotiations of Drayage or Storage Contracts

A. The attorney general shall be notified in writing whenever collusion is suspected among bidders. Such notice shall contain all known facts.
B. All documents involved in a procurement in which collusion is suspected shall be retained for three years after the Legislative Auditor's Office have completed their audit of the department for the fiscal years in question or until the attorney general notifies the department that they may be destroyed, whichever is longer. These documents shall be made available to the attorney general or his designee upon request.
AUTHORITY NOTE: Promulgated in accordance with R.S. 36:742 and R.S. 39:1626.
HISTORICAL NOTE: Promulgated by the Department of State, Elections Division, LR 34:701 (April 2008).

§129. Drayage and Storage Specifications

A. All specifications shall be written so as to promote as much competition as possible.
AUTHORITY NOTE: Promulgated in accordance with R.S. 36:742 and R.S. 39:1581.
HISTORICAL NOTE: Promulgated by the Department of State, Elections Division, LR 34:701 (April 2008).

§131. Drayage Contract Requirements

A. A contract cannot be transferred, subcontracted, or assigned prior to execution of said contract. After execution of the contract, a contractor may assign or subcontract his obligations under the contract only with the written consent of the Secretary of State, which consent shall not be unreasonably withheld.
B. To the extent that a prospective contractor proposes to utilize subcontractors in performing the contract, the prospective prime contractor shall not be considered to be responsible unless recent performance history

indicates an acceptable subcontracting system determined by the Secretary of State. All subcontractors must meet the same standards for responsibility, bonds, and insurance as the prime contractor.
C. If a bidder is the lowest responsible and responsive bidder in more than one parish, bidders will be limited to contracting for parishes with an aggregate total of not more than 1,000 voting systems or four parishes. In the event that those numbers are exceeded, the contracts will be awarded in the order in which bids were taken.
D. The term of the contract shall be one year or less with an option to renew for two additional one-year terms. All contracts shall end on December 31.
E. If the holder of multiple drayage contracts fails to perform in accordance with the provisions of any of his contracts, the Secretary of State may cancel any and all contracts with that contractor. In addition, the contractor may be suspended from future bidding.
AUTHORITY NOTE: Promulgated in accordance with R.S. 18:1371, R.S. 36:742 and R.S. 39:1581.
HISTORICAL NOTE: Promulgated by the Department of State, Elections Division, LR 34:701 (April 2008).

§133. Right to Protest Drayage or Storage Contract Award

A. All proceedings herewith shall be carried out in accordance with the Conduct of Hearing Rules set forth in LAC 34:I.Chapter 31.
B. Any bidder may protest a solicitation or an award of a contract to the Secretary of State.
C. In regard to the solicitation of a drayage or storage contract, the protest must be made in writing at least two days prior to the opening of bids.
D. In regard to the award of any contract, a written protest must be made within 14 days after the contract is awarded.
AUTHORITY NOTE: Promulgated in accordance with R.S. 36:742 and R.S. 39:1671.
HISTORICAL NOTE: Promulgated by the Department of State, Elections Division, LR 34:702 (April 2008).

§135. Legal and Contractual Remedies for Drayage and Storage of Voting Systems

A. The Secretary of State or his designee is authorized to settle and resolve any protest prior to court action. If a protest is not resolved by mutual agreement, the Secretary of State or his designee shall, within 14 days, issue a decision in writing. The decision shall:
1. state the reasons for the action taken; and
2. inform the protestant of its right to administrative and judicial review as provided in Part VI of the Procurement Code.
B. Notice of decision shall be furnished immediately to the protestant and any other party intervening.
C. The decision of the Secretary of State or his designee shall be final unless:
1. the decision is fraudulent; or
2. the person has appealed to the Commissioner of Administration in accordance with R.S. 39:1683 and R.S. 39:1685.
D. If a protest is lodged as provided for in these regulations, the department shall not proceed with the solicitation or award, unless the Secretary of State declares in writing that proceeding is necessary to protect the substantial interest of the state. Upon such determination, no court shall enjoin progress under award except after notice and hearing.
E. When a protest is sustained and the protesting bidder should have been awarded the contract but is not, the bidder shall be reimbursed for reasonable costs associated with the solicitation, including bid preparation costs other than attorney's fees. Any administrative determination of such costs shall require approval of the attorney general.
AUTHORITY NOTE: Promulgated in accordance with R.S. 36:742, R.S. 39:1671, R.S. 18:1673 and R.S. 18:1685.
HISTORICAL NOTE: Promulgated by the Department of State, Elections Division, LR 34:702 (April 2008).

§137. Suspension and Debarment of Drayage or Storage Contractor

A. A bidder and its principal officers and agents may be debarred or suspended from consideration for award of contracts during an investigation for probable cause if it is in the best interests of the state.

B. The Secretary of State may suspend or debar a person for cause after notice to the bidder has been given and the bidder has had a reasonable opportunity to respond. A bidder may be suspended if the Secretary of State determines that there is probable cause to believe that the bidder has engaged in any activity to lead to debarment.

1. The period of time for the suspension of a drayage or storage contract shall be a minimum of one complete cycle of bidding in all parishes.

2. The period of time for debarment of a drayage or storage contract shall be a minimum of two complete cycles of bidding in all parishes.

C. Causes for debarment shall be determined in accordance with R.S. 39:1672(C).

D. In addition to the provisions of R.S. 39:1672(C), the Secretary of State may debar a bidder for the following reasons:

1. the bidder has withdrawn a bid after an award, for whatever reason, more than once; or

2. the Secretary of State may declare other specific reasons for suspension or debarment which is in the best interests of the state.

E. The Secretary of State shall notify the debarred or suspended bidder in writing of the decision stating the reasons for the action taken and the amount of time of suspension or debarment. Such notification shall also inform the debarred or suspended bidder's rights to administrative and judicial review.

F. The decision of the Secretary of State or his designee shall be final unless:

1. the decision is fraudulent; or

2. the person has appealed to the commissioner of administration in accordance with R.S. 39:1684.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:742 and R.S. 39:1672.

HISTORICAL NOTE: Promulgated by the Department of State, Elections Division, LR 34:702 (April 2008).

§139. Repeal Prior Rules and Regulations

A. LAC 31:III.101, 103, 105, 107, 109, 111, 113. 115. 117, 119, 121,123,125,127, 129, 131,133, 135, 141, 143, 145 and 147 previously adopted by the Department of Elections and Registration are hereby repealed in their entirety.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:742.

HISTORICAL NOTE: Promulgated by the Department of State, Elections Division, LR 34:702 (April 2008).

Jay Dardenne
Secretary of State