

INVITATION TO BID



Bid Number: 161705, Unarmed Security Guard Service
Bids Will Be Publicly Opened: October 19, 2016, 9:00 a.m.
Bid Release Date: 10.3.16

INSTRUCTION TO BIDDERS

- 1 Baton Rouge Community College (BRCC) will open all timely submitted sealed bids at its office located at 201 Community College Drive, Office of the Vice Chancellors Conference Room 200, Governors Building, Baton Rouge, LA 70806, on **October 19, 2016 at 9:00 a.m.**, in response to this Invitation to Bid. All Bids will be publicly opened and read aloud.
- 2 To ensure consideration of your Bid, all Bid Packages and addenda shall be returned in an envelope or package clearly marked with the Bid title, Bid opening date and the Bid number. Deliver to 201 Community College Drive, Office of the Vice Chancellors, Room 200, Governors Building, Baton Rouge, LA 70806 on or before the bid opening time. **DO NOT FAX OR EMAIL YOUR BID.**
- 3 All bid prices and information shall be typed or written in ink. Any corrections, erasures, or other forms of alteration to prices should be initialed by the Bidder.
- 4 Payment will be made within thirty (30) days after receipt of invoice, delivery, and authorized inspection and acceptance, whichever occurs last. Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695.
- 5 Bids submitted are subject to provisions of the laws of the State of Louisiana including, but not limited to, La. Title 39: 1551-1736, Chapter 17; Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms conditions, and specifications listed in this solicitation.
- 6 Bids shall be signed by a person authorized to bind the vendor in accordance with L.R.S. 39:1594. SEE No. 27.
- 7 By signing this Invitation to Bid, the Bidder certifies compliance with all Instructions to Bidders, terms, conditions, and specifications and further certifies that this Bid is made without collusion or fraud.
- 8 By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. A list of parties who have been suspended or debarred can be viewed at WWW.EPLS.GOV .

Signature of Authorized Bidder:
(Shall be signed and dated)

Company:
(Typed or printed)

Name, (Typed or Printed)

Address

City, State, Zip

Payment Terms: _____

Telephone No. _____

Email Address: _____

Fax No. _____

STANDARD TERMS AND CONDITIONS

- 1 Bid form.
All written Bids shall be submitted on the Bid Forms provided and in accordance with the Bid package and, properly signed. Bids submitted in the following manner will not be accepted:
 - A. Bid Instructions and Bid Forms contain no signature indicating intent to be bound;
 - B. Bid filled out in pencil;
 - C. Bid not submitted on BRCC's standard Bid Package and Bid Form.
 - D. Telegraphic or facsimile bids.
- 2 Receipt of Bids.
Bids shall be received at the address specified in this Invitation prior to Bid opening time in order to be considered. Entire Bid Packages shall be returned. Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to the physical location specified. BRCC is not responsible for any delays caused by the bidder's chosen means of bid delivery. BRCC is not responsible for late deliveries that make use of BRCC's interoffice mail service.
- 3 Bid Opening.
Bidders may attend the Bid opening, but no information or opinions concerning the ultimate contract award will be given at the Bid opening or during the evaluation process. Bids may be examined within 72 hours after Bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Department during normal working hours. Unsuccessful bidders submitting a response to the solicitation will be provided a copy of the tabulated results by providing a self-addressed stamped envelope with the original bid package.
- 4 Withdrawal of Bids.
A bidder may only withdraw a bid within forty-eight (48) hours after a bid opening, excluding Saturdays, Sundays and legal holidays, for good cause as for patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid.
- 5 Standards of Quality.
Any product or services bid shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation. Objections to the specifications or bid conditions shall be filed in writing and received by the Purchasing Department at least five (5) days prior to the date of the bid opening.
- 6 NOT APPLICABLE
- 7 This term contract period is for 12 months. Upon agreement of BRCC and the contractor, a term contract may be extended for two additional twelve month periods at the same prices, terms and conditions. In such cases, the total contract cannot exceed 36 months.
- 8 Price.
Unless otherwise specified by BRCC in the Invitation, Bid prices shall be complete, including transportation and firm for acceptance for a minimum of 45 days. Prices are to be bid on unit of measure requested, per hour. If accepted, prices shall be firm for the contractual period.
- 9 Taxes.
Vendor is responsible for including all applicable taxes and fees in the Bid Price. BRCC is exempt from all state and local sales and use taxes.
- 10 Award.
A purchase order or contract will be awarded to the Bidder who has provided a responsive and responsible bid at the most favorable Bid Price as determined by the signed Bid Form. The award will be all or none.

The purchase order or contract, faxed, mailed, or delivered to the successful bidder is the official authorization to render services.

- 11 Invoices.
Invoices shall be submitted to, Baton Rouge Community College, Accounts Payable, 201 Community College Drive, Baton Rouge, Louisiana, 70806. The invoice shall refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price, and deliver point. A separate invoice for each order delivered and accepted shall be submitted by the contractor in duplicate. Invoices shall show the amount of any cash discount and shall be submitted on the contractor's own invoice form. Payment will be made on the basis of the unit price as listed in the purchase order/contract. Such price and payment will constitute full compensation of furnishing and delivering the contract commodities or services.
- 12 Purchase Order/Contract Cancellation for Cause.
BRCC has the right to cancel any contract, in accordance with its purchasing rules and regulations, for cause, including but not limited to, the following:
- (1) Failure to deliver within the time specified in the contract;
 - (2) Failure of the service to meet specifications;
 - (3) Misrepresentation by the contractor;
 - (4) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with BRCC;
 - (5) Conflict of contract provisions with constitutional or statutory provisions of state or federal law;
 - (6) Any other breach of contract.
- 13 Termination of the Purchase Order/Contract for Convenience.
BRCC may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or by negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
- 14 Termination for Non-Appropriation of Funds
The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
- 15 Default of Contractor.
Failure to deliver services within the time specified in the Bid will constitute a default and may cause cancellation of the contract. Where BRCC has determined the contractor to be in default, BRCC reserves the right to purchase any and all services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent Bid from the defaulting contractor will be considered.
- 16 Order of Priority.
In the event there is a conflict between the Instructions to Bidder or Standard Terms and Conditions or Scope of Work, the Scope of Work shall govern.
- 17 Applicable Law.
All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 18 Terms and Conditions.
This solicitation contains all terms and conditions with respect to the commodities herein, any vendor contracts, forms, terms or other materials submitted with bid may cause bid to be rejected.
- 19 Equal Opportunity.
By submitting and signing the Bid, Bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, religion, sex, age, national origin, handicap or disability. Bidders shall keep informed of and comply with all Federal, State and local laws, ordinances and regulations which affect his employees or prospective employees.

- 20 Non-Exclusivity Clause.
This agreement is non-exclusive and shall not in any way preclude BRCC from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources including state contracts.
- 21 Scope of Work Inclusions.
Contractor shall include all labor, material and equipment required to produce a completed service or installation which is acceptable to BRCC.

Contractor shall furnish all necessary permits, licenses and certifications as may be required for the performance of the required services.
- 22 Purpose.
The purpose of this contract is to provide the specified services. The terms and conditions of this specification are incorporated into and an essential part of the services. The contractor shall perform all services in a safe manner, in a manner to conform to the highest standard of good trade practices, in accordance with applicable laws and regulations and in accordance with manufacturer's performance specifications.
- 23 Insurance and Indemnity.
See Exhibit A
- 24 Pre-Bid Inspections.
Bidder is responsible to inspect any site required for the services and have acquainted himself with all of the conditions under which the work will be performed. No additional compensation will be granted because of unusual difficulties which may be encountered in the execution of the work or services. Bidders are responsible to verify measurements and amount of supplies prior to submitting a bid.
- 25 BRCC Inspection.
All work and services performed under this contract shall be subject to inspection by BRCC, its staff or a specialist designated by BRCC to ensure compliance with all terms and conditions of this contract at BRCC's expense.

In the event services are rejected as unsatisfactory or failing to comply with all terms and conditions of this contract, the successful Bidder shall redo the work at its sole cost and expense, or the contract may be cancelled at the option of BRCC.
- 26 NOT APPLICABLE
- 27 Signature Authority.
Bids must be signed by a person authorized to bind the vendor. In accordance with Louisiana R.S. 39:1594, the person signing the bid must be: (1) a current corporate officer, partnership member, or other individual specifically authorized to submit a bid as evidenced in the appropriate records filed with the Louisiana Secretary of State; or (2) an individual authorized to bind the vendor as evidenced by a corporate resolution, certificate or affidavit; or (3) other documents indicating authority which are acceptable to the public entity.

SCOPE OF WORK

Baton Rouge Community College (BRCC) is seeking services for Unarmed Security Guards at the Mid-City, Acadian, New Roads, Frazier, Westside, Port Allen, Central, and Jackson locations for the 2016 Fall Semester and 2017 Spring Semester. This increase of personnel will supplement BRCC Police and provide adequate security at these BRCC locations.

Anticipated services are to be **October 31, 2016 – May 12, 2017**, excluding holidays. Holidays are:

Thanksgiving November 24-28, 2016
Fall Semester Ends December 16, 2016
Winter Break December 23- January 2, 2017
Martin Luther King Jr.'s Birthday January 16, 2017

Mardi Gras Holiday February 28, 2017
Good Friday- Spring Break April 14-23, 2017

The hours for the listed locations in the Bid Form are for the 2016 Fall Semester. The 2017 Spring Semester hours have not been determined. For bid calculation and award BRCC will use the hours for the Fall Semester as the hours for the Spring Semester.

Security Guards are expected to provide the following services including, but not limited to active-foot patrols of campus buildings, crowd control, parking and traffic support as needed, issue campus parking citations, secure exterior doors to campus buildings and assist with enforcing the policies of BRCC when needed.

Each Security Guard will be responsible for completing a timesheet and submitting to the Sergeant, Assistant Chief of Police, or Chief of Police at BRCC upon completion of each pay period.

The Security Guard Company selected must be licensed by the Louisiana State Board of Private Security Examiners and have adequate insurance coverage. **Proof of License must be provided when bids are submitted.** The Security Company selected must also ensure the following below when their employees are providing services at BRCC locations.

- Unarmed security guards must maintain a professional appearance and demeanor and required to wear a uniform /shirt with the service provider's name on it so that they can be easily identified.
- Officers providing service at BRCC locations must have a minimum of 6 months experience as a security guard.

MID-CITY CAMPUS
201 Community College Dr.
Baton Rouge, LA 70806

ACADIAN CAMPUS
3250 North Acadian Thruway E.
Baton Rouge LA 70805

FRAZIER CAMPUS
555 Julia St.
Baton Rouge, La 70802

JACKSON CAMPUS
3337 Highway 10
Jackson, LA 70748

NEW ROADS CAMPUS
605 Hospital Road
New Roads, LA 70760

PORT ALLEN CAMPUS
3133 Rosedale Rd.
Port Allen, LA 70767

PLAQUEMINE CAMPUS
 25250 Tenant Rd.
 Plaquemine, LA 70764

CENTRAL CAMPUS
 10700 Hooper Rd
 Baton Rouge, LA 70811

BID FORM

	Monday	Tuesday	Wed	Thurs	Friday	Saturday	Week Total Hours	Hours x 26 weeks	Hourly Rate
Mid-City	7:00am- 10:00pm	7:00am- 10:00pm	7:00am- 10:00pm	7:00am- 10:00pm	7:00am- 2:00pm				
	15	15	15	15	7		67	1742	
Mid-City	7:00am- 10:00pm	7:00am- 10:00pm	7:00am- 10:00pm	7:00am- 10:00pm	7:00am- 2:00pm				
	15	15	15	15	7		67	1742	
Mid-City	7:00am- 10:00pm	7:00am- 10:00pm	7:00am- 10:00pm	7:00am- 10:00pm	7:00am- 2:00pm				
	15	15	15	15	7		67	1742	
Mid-City	7:00am- 10:00pm	7:00am- 10:00pm	7:00am- 10:00pm	7:00am- 10:00pm	7:00am- 2:00pm				
	15	15	15	15	7		67	1742	
Acadian	7:00am- 8:00pm	7:00am- 8:00pm	7:00am- 8:00pm	7:00am- 8:00pm	7:00am- 6:00pm				
	13	13	13	13	11		63	1638	
Frazier	7:00am- 7:00pm	7:00am- 7:00pm	7:00am- 9:00pm	7:00am- 7:00pm	7:00am- 5:00pm				
	12	12	14	12	10		60	1560	
Jackson	7:30am- 4:30pm	7:30am- 9:00pm	7:30am- 4:30pm	7:30am- 9:00pm	7:30am- 4:30pm				
	9	13.5	9	13.5	9		54	1404	
New Roads	7:30am- 9:00pm	7:30am- 9:00pm	7:30am- 9:00pm	7:30am- 9:00pm	7:30am- 4:30pm	8:30am- 3:00pm			
	13.5	13.5	13.5	13.5	9	6.5	69.5	1807	
Port Allen	8:00am- 6:00pm	8:00am- 6:00pm	8:00am- 6:00pm	8:00am- 6:00pm	8:00am- 5:00pm				
	10	10	10	10	9		49	1274	
Plaquemine	8:00am- 9:00pm	8:00am- 9:00pm	8:00am- 9:00pm	8:00am- 9:00pm	8:00am- 6:00pm				
	13	13	13	13	10		62	1612	
Central	7:00am- 9:00pm	7:00am- 9:00pm	7:00am- 9:00pm	7:00am- 9:00pm	7:00am- 5:00pm				
	14	14	14	14	10		66	1716	

EXHIBIT A

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall

in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.