



## SPECIAL CONDITIONS

**LOUISIANA TECH UNIVERSITY** requests bids from licensed contractors to provide post-event custodial services to the Davison Athletics Complex, Thomas Assembly Center and the Joe Aillet Stadium Press Box in Ruston, Louisiana 72170 which is owned, leased, or rented by; **LOUISIANA TECH UNIVERSITY**.

Louisiana Tech University is a Tobacco Free facility and contractor must enforce no tobacco use or E-Cigarette use on University campus.

All contractor's employees must adhere to the current Federal, State and University regulations regarding COVID-19 safety precautions including social distancing and use of face masks.

Contractor shall screen all employees for COVID symptoms and take temperature prior to entering University facilities. A log of employees working and recorded temperature must be provided to the University upon leaving. Should an employee test positive within 14 days of working on campus the Assistant Athletic Director of Facilities must be immediately notified.

All materials used by contractor must meet the CDC's COVID-19 recommendations and be EPA approved.

Contractor should be familiar with CDC recommended Guidance for Cleaning & Disinfecting as attached.

Unless specified otherwise in a different location, bids must comply with General Instructions to Bidders.

### 1. Contractor Qualifications Requirements

a. **Contractor** shall be licensed and certified as required by the State of Louisiana, and all other applicable agencies. Provide proof of license, registration, and / or certification in your bid package.

b. **Contractor** shall not subcontract any portion of this contract. All work is to be performed directly by the **contractor** responding to this bid. Provide a statement in the bid package acknowledging that no work shall be subcontracted.

c. **Contractor's** employees must be properly trained in the latest custodial services practices and techniques.

d. **Contractor** shall currently have a minimum of three (3) large commercial accounts (equal to or greater than 50,000 square feet) within the state of Louisiana and/or three hundred fifty (350) miles of the RUSTON, LA area. Please provide a sheet detailing each account and provide contact information that includes telephone and fax numbers for each reference for each account. The University may contact these references to verify the quality of each firm's efforts and to ensure that they are in good standing with their clients.

e. **Contractor** must have operated a custodial services business for at least five consecutive years.

f. **Contractor** must respond adequately to emergency calls within a two (2) hour period. Adequately means with a crew sized sufficiently to address the emergency. Failure to respond may yield contract penalty of \$50 per call.

g. **Contractor's** employees shall maintain a neat, clean, and professional appearance at all times. **Contractor's** employees shall wear uniforms identifying the name of their company. The uniform shirt shall include the name of the employee or alternately the employee may wear an identification badge. The uniform shirt shall be worn tucked inside of the trousers at all times.

h. **Contractor** shall be required to adhere to the University's tobacco use policy which states that all tobacco products are strictly prohibited on the Louisiana Tech campus.

i. **Contractor** shall provide a complete list of all chemicals and materials that will be used to perform custodial services at Louisiana Tech. The list should include type, brand, manufacturer, and anticipated quantity.

j. **Contractor** shall provide a copy of their insurance certificate indicating proof of coverage as required in the insurance section of these bid documents.

2. Mandatory Site Visit - **Contractors** planning to submit a bid MUST personally visit each facility prior to submitting a bid. **Contractor** shall be responsible for familiarizing themselves with existing conditions. **Contractor** is also responsible for verifying all dimensions, square footages, sizes, etc. To arrange a site visit please contact Gerald Jordan, Associate Athletic Director at 318-257-5323. The University will make available floor plans to potential bidders, however, the University in no way warrants the accuracy of these floor plans. **Contractors** must verify all existing conditions.

3. Inquiry Period - all inquiries, requests for information, requests for clarification, etc. shall be made in writing to the Louisiana Tech purchasing department. Inquiries may be faxed or emailed. Email inquiries shall be sent to the Louisiana Tech Purchasing Director at [mhughes@latech.edu](mailto:mhughes@latech.edu). All inquiries are due to the University by 4:30 PM on \_\_\_\_\_. Any inquiry submitted after this time will not be acknowledged. The University purchasing office will issue an addendum to address any and all inquiries, if required. This will be the only official and binding response to any inquiry.

4. Scope of Services - **Contractor** shall provide complete post-event custodial services for Louisiana Tech University, Davison Athletics Complex and Thomas Assembly Center Ruston, Louisiana 71270 . Louisiana Tech University reserves the right to add or delete a facility.

5. Contractor Personnel - **Contractor** shall provide a sufficient amount of adequately trained staff to perform all required custodial services in a timely manner.

a. Supervision - the **Contractor** shall provide at least one (1) full time custodial supervisor assigned to the Louisiana Tech account. The supervisor shall be present at all times when other **Contractor** personnel are working at Louisiana Tech.

b. The University reserves the right to require the **Contractor** to remove any employee from any or all buildings employed under the contract when the University deems it to be in the University's best interest.

c. The **Contractor** shall be responsible for furnishing a replacement employee who also shall meet all previously stated requirements in the event of sickness or absence of the regular worker and notify the University contract coordinator of that replacement.

d. **Contractor's** employees will not be able to use common areas of any University facility for breaks, lunch, etc. **Contractor** shall be allowed to use the common restrooms in these facilities.

e. **Contractor** shall not bid on or otherwise contract with a public entity for the physical performance of services within the state of Louisiana unless the private employer verifies in a sworn affidavit attesting to both of the following:

1. The private employer is registered and participates in a status verification system to verify that all new employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
2. The private employer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

## 6. Schedule of Services

a. **Contractor** will be required to provide custodial services described herein immediately following each event. Many of these events will take place after normal business hours and will require late night/weekend service.

b. Emergency Call Out - **Contractor** shall provide full contact information for the supervisor assigned to the **Louisiana Tech University** account. The supervisor shall be available and able to be reached by phone at all times. If for some reason this supervisor will not be able to be reached then another employee shall be designated and their contact information provided to Louisiana Tech University. **Contractor** shall respond on site to any emergency call out within two (2) hours of receiving the telephone call.

## 7. Security

a. Keys to all facilities are the responsibility of the University. The selected **Contractor** and University personnel shall reach agreed upon terms for the receipt, issuance and control of ALL keys. Such agreement MUST be reduced to writing and signed by a responsible individual of each party. If keys are lost **Contractor** must pay \$1,000 per lost key in order to rekey locks.

b. The **Contractor** shall not disturb papers on desks, open drawers, cabinets or lockers, use telephones, radios, computers, TV's, video equipment or office equipment, or tamper with personal property.

- c. All interior doors and exterior entrance doors shall be closed, checked and locked before leaving the building each day.
- d. The **Contractor** shall report, in writing or by verbal communication to the Athletics Facilities office, room 104 or by phone 257-5323 within four (4) hours, to the University anything out of the ordinary, such as unlocked doors, stopped toilets, stopped drains, broken fixtures, lights out of order, etc.

## 8. Pricing

Pricing for all items shall be a complete, turnkey price and shall include but is not limited to: labor, equipment, tools, materials, supplies, insurance, taxes, shipping, etc. **Louisiana Tech University** is requesting several different combinations of pricing below. **Louisiana Tech University** reserves the right to award any of the options listed below.

a. **Contractor** shall submit pricing for the Thomas Assembly Center as a lump sum for all services described herein. The two required pricing options are listed below:

1. Small event – Event attendance is less than 1,500 guests.
2. Large event – Event attendance is more than 1,500 guests.

\* Basketball games and commencement will be considered large events.

b. **Contractor** shall submit pricing for the Davison Athletics Complex as a lump sum for all services described herein. The two required pricing options are listed below:

1. Interior and exterior – Post-game service will require cleaning of all interior and exterior spaces.
2. Interior only – Other special events in the Davison Athletics Complex will require interior cleaning only.

# THOMAS ASSEMBLY CENTER POST EVENT CLEANING SPECIFICATIONS

## Scope of Services

Contractor to furnish post event custodial services for Thomas Assembly Center:  
1650 West Alabama, Ruston, Louisiana 71272

Custodial service will include all labor, supervisor for personnel, equipment, materials and supplies.

## Clean-Up Specifications:

- a. Remove all trash (to include cups, popcorn, peanuts hulls, and other debris and liquids), from seating areas, walkways, steps, concourse, court and other arena areas.
- b. All seating areas must be swept and cleaned (this includes all areas between seats, seating area walkways, and seating area steps, ramps entering arena for outer concourse and seating area concourse). Wet mop all seating areas after each event, (this includes all areas between seats, seating area walkways, seating areas steps, ramps entering arena from outer concourse and seating area concourse. Outer concourse must be swept clean of all dirt and debris and completely wet mopped or auto scrubbed after each event. Mop water, which is used to mop outer concourse area, must be changed often to prevent streaking or leaving cloudy areas on outer concourse floor.
- c. Remove all trash and debris (including trash on and around score tables, and team benches on west side of court) sweep areas around score tables and team benches . Push or sweep entire basketball court playing surface. Place all score table chairs neatly behind score table and neatly on team benches.
- d. Remove all trash and empty all trash containers (which includes all trash containers on concourse, north and south arena level entrance tunnels, and around basketball court). Re-bag all trash containers (which includes all trash containers on concourse, north and south arena level entrance tunnels, and other areas around basketball court. Trash bags will be provided to re-bag all trash containers on arena floor and concourse. Trash bags are for re-bagging only and are not to be used for arena clean up.
- e. All Concourse restrooms cleaned. Floors shall be wet mopped with a disinfectant. Toilets shall be cleaned and disinfected with an approved bowl cleaner. Lavatories shall be cleaned, sanitized and rinsed thoroughly. Shelves and lavatory counter shall be cleaned and sanitized. Mirrors shall be cleaned. Fitting and supply pipes shall be cleaned. Stall partitions, doors and tile walls shall be cleaned and sanitized. Any graffiti shall be removed immediately. Waste receptacles shall be emptied and all debris deposited in designated areas. Waste receptacles shall be sanitized and deodorized as necessary.

- f. Any liquid that runs down walls in arena must be cleaned from walls.
- g. Secure all Thomas Assembly Center entrance doors. This includes 48 concourse entrance doors, 4 Men's and Women's Basketball Entrance doors, 3 Athletic Director entrance doors, 3 south arena level doors and 2 north freight arena level entrance doors. Turn off all lights in Thomas Assembly Center which includes all arena lights, concourse lights, hallway lights and north and south tunnel lights.
- h. Keys to concourse and arena level custodial closets, central control room, north freight entrance door will be provided for supervisor.
- i. All lost and found items such as umbrellas, coats, hats wallets, purses, eyeglasses, sunglasses, cameras will be collected and placed in locker in concourse level custodial closet. This locker will be locked and secured before leaving arena.
- j. All post event custodial services is required to be performed immediately following event so that arena will be clean and ready for use by 8:00AM the following day.
- k. Listed below is a schedule of events that will occur during September 1, 2020 to June 30, 2021.

## Louisiana Tech University Thomas Assembly Center Event Schedule 2020-2022

- Detailed schedule will be released at a later date.
- On average the facility will host 40 basketball games and 4 commencement exercises each year.
- Additional events are permitted to be schedule and the awarded bidder will be notified in advance.

## DAVISON ATHLETICS COMPLEX/JOE AILLET STADIUM PRESS BOX POST EVENT CLEANING SPECIFICATIONS

### Scope of Services

Contractor to furnish post event custodial services for Davison Athletics Complex and the Joe Aillet Stadium Press Box, 1454 W. Alabama Ave., Ruston, LA 71270. Custodial service will include all labor, supervisor for personnel, equipment, materials and supplies.

### Clean-Up Specifications:

- a. Remove all trash (to include cups, popcorn, peanuts hulls, and other debris and liquids), from seating areas and walkways.
- b. All seating areas must be swept and cleaned (this includes all areas between seats, walkways, and steps). Wet mop all seating areas after each event.
- c. Remove all trash and debris in the interior club lounge and private dining room.
- d. Vacuum all carpeted areas in the interior club lounge and private dining room. Spot treat carpet if needed.
- e. Remove all trash and empty all trash containers. Re-bag all trash containers.
- f. All club lounge restrooms cleaned. Floors shall be wet mopped with a disinfectant. Toilets shall be cleaned and disinfected with an approved bowl cleaner. Lavatories shall be cleaned, sanitized and rinsed thoroughly. Shelves and lavatory counter shall be cleaned and sanitized. Mirrors shall be cleaned. Fitting and supply pipes shall be cleaned. Stall partitions, doors and tile walls shall be cleaned and sanitized. Waste receptacles shall be emptied and all debris deposited in designated areas. Waste receptacles shall be sanitized and deodorized as necessary.
- g. Secure all exterior entrance doors on the second level of the Davison Athletics Complex and the second and third level of the Joe Aillet Stadium Press Box. This includes the east and west entry doors and the freight entrance door in the Davison Athletic Complex and the north and south elevator lobbies in the Joe Aillet Stadium Press Box. Turn off all lights in the interior spaces and the exterior seating area.
- h. Keys to the Davison Athletics Complex and Joe Aillet Stadium Press Box custodial closets and entrance door will be provided for supervisor.

- i. All lost and found items such as umbrellas, coats, hats, wallets, purses, eyeglasses, sunglasses, cameras will be collected and placed in the custodial closet and locked prior to leaving.
- j. All post event custodial services is required to be performed immediately following event so that facility will be clean and ready for use by 8:00AM the following day.
- k. Listed below is a schedule of events that will occur during September 1, 2020 to June 30, 2021. Additional events will possibly occur and will be scheduled with the supervisor.

Optional Pricing:

Should Louisiana Tech choose to have spaces fogged, University will provide written notice 48 hours prior to the date of fogging. Only those events authorized in writing by the Assistant Athletic Director will be paid.

Fogg with Low Velocity Fogger using CDC and EPA approved disinfectant. All public spaces will be fogged.

# Louisiana Tech University Davison Athletics Complex Event Schedule 2020-2021

<u>DATE</u>	<u>EVENT</u>	<u>TIME</u>
September 19, 2020	Football game	TBD
October 10, 2020	Football game	TBD
October 17, 2020	Football game	TBD
October 31, 2020	Football game	TBD
November 14, 2020	Football game	TBD

- **Additional events are permitted to be schedule and the winner bidder will be notified in advance.**

**INSERT STANDARD BID FORM INFORMATION**

Thomas Assembly Center - Large Event	\$ _____
Thomas Assembly Center – Small Event	\$ _____
Davison Athletics Complex – Inside/Outside	\$ _____
Davison Athletics Complex – Inside Only	\$ _____
Joe Aillet Stadium Press Box – Inside/Outside	\$ _____

Option 1: Per Event Price per for disinfectant fogging of Thomas Assembly Center \$ \_\_\_\_\_

Option 2: Per Event Price per for disinfectant fogging of Davison Athletic Center \$ \_\_\_\_\_

Option 3: Per Event Price per for disinfectant fogging of Joe Aillet Stadium Press Box \$ \_\_\_\_\_

For evaluation **ONLY** assume the following quantities:

	Price from Bid Sheet	# of Events	Extended Price
--	----------------------	-------------	----------------

Thomas Assembly Center

Large Event		44	
Small Event		4	

Davison Athletic Center

Inside/Outside		6	
Inside Only		12	

Joe Aillet Stadium Press Box

Inside/Outside		6	
----------------	--	---	--

Total \_\_\_\_\_

# GUIDANCE FOR CLEANING & DISINFECTING

## PUBLIC SPACES, WORKPLACES, BUSINESSES, SCHOOLS, AND HOMES



SCAN HERE FOR MORE INFORMATION

### 1 DEVELOP YOUR PLAN

**DETERMINE WHAT NEEDS TO BE CLEANED.** Areas unoccupied for 7 or more days need only routine cleaning. Maintain existing cleaning practices for outdoor areas.

**DETERMINE HOW AREAS WILL BE DISINFECTED.** Consider the type of surface and how often the surface is touched. Prioritize disinfecting frequently touched surfaces.

**CONSIDER THE RESOURCES AND EQUIPMENT NEEDED.** Keep in mind the availability of cleaning products and personal protective equipment (PPE) appropriate for cleaners and disinfectants.

Follow guidance from state, tribal, local, and territorial authorities.

### 2 IMPLEMENT

**CLEAN VISIBLY DIRTY SURFACES WITH SOAP AND WATER** prior to disinfection.

**USE THE APPROPRIATE CLEANING OR DISINFECTANT PRODUCT.** Use an EPA-approved disinfectant against COVID-19, and read the label to make sure it meets your needs.

**ALWAYS FOLLOW THE DIRECTIONS ON THE LABEL.** The label will include safety information and application instructions. Keep disinfectants out of the reach of children.

### 3 MAINTAIN AND REVISE

**CONTINUE ROUTINE CLEANING AND DISINFECTION.** Continue or revise your plan based upon appropriate disinfectant and PPE availability. Dirty surfaces should be cleaned with soap and water prior to disinfection. Routinely disinfect frequently touched surfaces at least daily.

**MAINTAIN SAFE PRACTICES** such as frequent handwashing, using cloth face coverings, and staying home if you are sick.

**CONTINUE PRACTICES THAT REDUCE THE POTENTIAL FOR EXPOSURE.** Maintain social distancing, staying six feet away from others. Reduce sharing of common spaces and frequently touched objects.

For more information, please visit [CORONAVIRUS.GOV](https://www.cdc.gov/coronavirus)

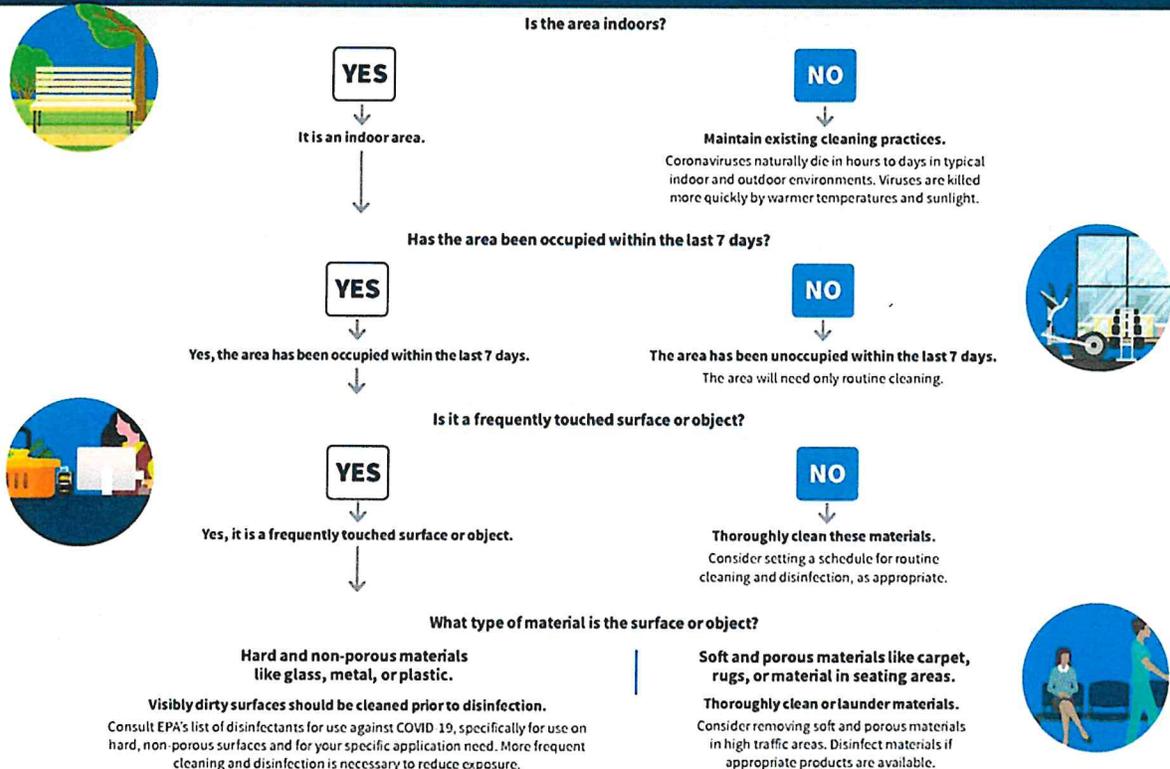


CS-10-039 April 23, 2020 1:56 PM

### MAKING YOUR PLAN TO CLEAN AND DISINFECT

**Cleaning** with soap and water removes germs, dirt, and impurities from surfaces. It lowers the risk of spreading infection.

**Disinfecting** kills germs on surfaces. By killing germs on a surface after cleaning, it can further lower the risk of spreading infection.



# THIS IS A REQUEST FOR A SEALED BID INSTRUCTIONS TO BIDDERS

1. Read the entire bid, including all terms and conditions and specifications.
2. Louisiana Tech University is not liable for any cost incurred by the bidders prior to execution of a contract and the issuance of a purchase order. Any bidder who ships or otherwise expends time or money prior to award as defined does so at the bidder's own risk.
3. All bid prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices should be initialed by the bidder. If the bidder needs to submit a change or addenda, such shall be submitted in writing, signed in original ink by a representative of the bidder, cross-referenced clearly to the relevant bid section, in a sealed envelope, prior to the bid opening date. Such shall meet all requirements for the bid. Unless received as specified above, all bid information will remain unchanged.
4. This bid is to be manually signed in ink.
5. Bid prices shall include all delivery charges paid by the vendor, F.O.B. Destination, unless otherwise provided in the solicitation. Bids requiring deposits, "payment in advance" or "C.O.D" may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
6. Amount of bid bond required: every bid submitted for in excess of fifty thousand dollars shall be accompanied by a bid bond guaranteed by a surety company qualified to do business in the state of Louisiana. The bid bond shall be for five percent of the official bid amount.
7. To assure consideration of your bid, all bids and addenda should be returned in an envelope or package clearly marked with the bid opening date and the bid number; or submitted in the special envelope, if furnished for that purpose.
8. Bids submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; Purchasing rules and regulations; executive orders; standard terms and conditions; special conditions; and specifications listed in this solicitation.
9. Important: By signing the 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. This bid is to be manually signed in ink by a person authorized to bind the vendor (see no. 26). All bid information shall be in ink or typewritten.
10. Address all inquiries and correspondence to the Louisiana Tech University Office of Purchasing at the address and telephone number listed herein.
11. Bid forms: All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, and properly signed (see no. 27). Bids submitted in the following manner will not be accepted:
  - A. Bid contains no signature indicating intent to be bound;
  - B. Bid sent by facsimile equipment;
  - C. Bid filled out in pencil; and
  - D. Bid not submitted on the designated bid forms.
12. Bids must be received at the address specified in the solicitation prior to bid opening time in order to be considered.
13. Standards of quality – Any product or service bid shall conform to all applicable federal, state, and local laws and regulations, and the specifications contained in the solicitation. If bidding other than the requested brand or product number (or style), enclose sufficient literature to determine compliance with specifications. Failure to comply with this request may eliminate your bid from consideration. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand

and model name of the product offered in the bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation. See bid document for full requirements.

14. New Products: Unless specifically called for in the solicitation documents, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation documents. The manufacturer's standard warranty will apply unless otherwise stated in the solicitation.
15. Louisiana Tech University reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
16. This agreement is non-exclusive and shall not in any way preclude Louisiana Tech University 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.
17. 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 Louisiana Tech University Purchasing Office during normal working hours. Written bid tabulations will not be furnished prior to 72 hours.
18. Prices: Unless otherwise specified by Louisiana Tech University in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period.
19. Taxes: Vendor is responsible for including all applicable taxes, fees, and tariffs in the bid price. Louisiana Tech University is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.
20. Contract renewals: Upon agreement of the State of Louisiana agency and the contractor, a term contract may be extended for two additional 12-month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed 36 months.
21. Contract cancellation: Louisiana Tech University has the right to cancel any contract, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. Louisiana Tech University has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for complaint deliverables in progress.
22. Applicable law: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
23. In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

24. The bidder agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable shall be grounds for termination of any contract entered into as a result of this solicitation.
25. Special accommodation: Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the bid opening, must notify the Louisiana Tech University Office of Purchasing in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.
26. Indemnity: Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.
27. Signature authority: Attention: R.S. 39:1594(c) (4) requires evidence of authority to sign and submit bids to the State of Louisiana. You must indicate which of the following apply to the signer of this bid.

Please circle one:

- 1) The signer of this bid is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. A copy of the annual report or partnership must be submitted to this office before contract award.
  - 2) The signer of this bid is a representative of the bidder authorized to submit this bid as evidenced by documents such as Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the resolution, certification, or other supportive documents must be attached hereto.
  - 3) The bidder has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.
  - 4) The signer of the bid has been designated by the bidder as authorized to submit bids on the bidder's vendor registration on file with this office.
28. In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid form, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950; professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.
  29. It is agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts which relate to this contract.

30. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any 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 contract.
31. Whenever a public entity enters in to a contract in excess of five-thousand dollars (\$5,000) for the construction, alteration, or repair of any Public Works, the official representative of the public entity shall reduce the contract to writing and have it signed by the parties. When an emergency as provided in R.S. 38:2212(D) is deemed to exist for the construction, alteration, or repair of any Public Works and the contract for such emergency work is less than fifty-thousand dollars (\$50,000), there shall be no requirement to reduce the contract to writing (R.S. 38:2241).
32. For each contract in excess of twenty-five thousand dollars (\$25,000) per project, the public entity shall require of the contractor a bond with good, solvent, and sufficient surety in a sum of not less than fifty percent (50%) of the contract price for the payment by the contractor or subcontractor to claimants as defined in R.S. 38:2242. The bond furnished shall be a statutory bond and no modification, omissions, additions in or to the terms of the contract, in the plans or specifications, or in the manner and mode of payment shall in any manner diminish, enlarge, or otherwise modify the obligations of the bond. The bond shall be executed by the contractor with surety or sureties approved by the public entity and shall be recorded with the contract in the office of the recorder of mortgages in the parish where the work is to be done not later than thirty days after the work has begun.
33. For construction projects falling within classifications of 37:2150 the bidder must be fully qualified under any state or local licensing law for contractors in effect at the time and at the location of the work before submitting his bid. In the state of Louisiana, revised statutes 37:2150, et seq. Will be considered, if applicable. The contractor shall be responsible for determining that all of his sub-bidders or prospective subcontractors are duly licensed in accordance with law. On any bid in excess of fifty thousand dollars (\$50,000), the Contractor shall certify that he is licensed under R.S. 37:2150-2163 and show his license number on the bid. The bid envelope shall be identified on the outside with the Name of the Project, Bid Number, Bid Time, the Name of the Bidder and the License Number of the Bidder.

TO: Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships

RE: Veteran Initiative – Act 167 of the 2009 Legislative Session

➤ **ARE YOU ELIGIBLE FOR PARTICIPATION?**

- Are you a veteran-owned small entrepreneurship or a service-connected disabled veteran-owned small entrepreneurship in accordance with documentation from the United States Department of Veteran Affairs or the Louisiana Department of Veteran Affairs?
- Are you a Louisiana domiciled business?
- Do you have less than fifty (50) full-time employees?
- Are your annual gross revenue receipts \$5,000,000 or less (for construction) or \$3,000,000 for (non-construction) for each of the previous three (3) tax years?

If your answers are yes, your company may be eligible for participation in the Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurship Program, also known as the Veteran Initiative.

➤ **WHAT IS THE VETERAN INITIATIVE?**

The Veteran Initiative, created by LRS 39:2171 through 2179 and LRS 51:931, provides additional opportunities for certified Louisiana-based small entrepreneurships to participate in contracting and procurement with the State. Key features of the programs are:

- This is a goal-oriented program
- It is race and gender neutral
- Participation is restricted to Louisiana-based certified veteran-owned and service-connected disabled veteran-owned small entrepreneurships

The rules governing the implementation of the program are located at <http://www.doa.louisiana.gov/osp/se/se.htm>.

➤ **WHY IS CERTIFICATION IMPORTANT?**

Certification is required for the participation in the Veteran Initiative. Under this program, you may be given increased opportunity to participate in Louisiana state contracts. Certain contracts may be awarded to your business without competition. And, certification is one of the methods that the State of Louisiana will utilize as a basis for benchmarking for annualized procurement and contracting goals.

➤ **WHAT AGENCY IS RESPONSIBLE FOR CERTIFICATION?**

The Louisiana Department of Economic Development (LED) is responsible for certifying Small Entrepreneurships for participation in the program. The (LED) Small Business Certification System may be accessed by <https://smallbiz.louisianaeconomicdevelopment.com/Account/Login>. For additional information regarding certification, please contact the LED at 800.450.8115 or 225.342.3000.

➤ **WHAT IS THE ROLE OF THE DEPARTMENT OF VETERANS AFFAIRS?**

The Louisiana Department of Veterans Affairs is responsible for disseminating information on this program and other veterans' benefits to Louisiana veterans. Information on this program and other veterans' benefits can be accessed at [www.vetaffairs.louisiana.gov](http://www.vetaffairs.louisiana.gov).

The State of Louisiana is committed to the success of this program and encourages your participation.