INVITATION FOR BID

BID NAME AND NUMBER:
SECURITY GUARD SERVICES, BSV2648

BID OPENING TIME AND DATE:
MAY 3, 2021 2:00 P.M.

BUYER:
Susan Varble
sfvarble@uno.edu

RETURN ALL BIDS TO THE FOLLOWING ADDRESS:

Purchasing Office
Administrative Annex 1004G
University of New Orleans
2000 Lakeshore Drive
New Orleans, Louisiana 70148
Phone: (504) 280-6171
Fax: (504) 280-6297

General Instructions to Bidders

1 Invitation to Bid
Bids for the following items and/or services specified are hereby solicited, and will be received by the Purchasing Office until the stated bid opening time and date and then publicly opened.

2 Authority to Sign
Bids must be signed by a person authorized to bind the vendor. In accordance with R. S. 39:1594(C)(4), the person signing the bid must be: 1) A current corporate officer, partnership member or other individual specifically authorized to submit bids as evidenced in appropriate records on file with the 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 University.

3 Read Solicitation
Read the entire solicitation, including all terms, conditions, and specifications.

4 Corrections
All bids should be returned on the forms furnished and must be typed or written in ink. Any corrections or erasures must be initialed by the bidder.

5 Delivery of Bids
Bids may be submitted in person or by mail. The mailing address and e-mail address are listed on the cover sheet. Bids delivered in person or by mail should be placed in a sealed envelope and marked with the bid name and number, the bid opening time and date, and the name and address of the bidder. The same information should be affixed to any additional materials sent as a part of the bid submission.

6 Bid Alterations
Alterations to bids will be accepted provided both the bid and alterations have been received in the Purchasing Office prior to bid opening time and date.

7 Late Bids
Late bids will not be accepted and will be returned unopened. Each bidder is solely responsible for the timely delivery of its bid. The University will not be responsible for any delay in the delivery of bids.

8 Delivery/Freight Charges
Bid prices will include all delivery/freight charges paid by the vendor, F.O.B., UNO, inside delivery, New Orleans, La, unless otherwise stated in the specifications. Any invoiced delivery charges not quoted and itemized on the UNO purchase order are subject to rejection and non-payment.

9 Taxes
Vendor is responsible for including all applicable taxes in the bid price. The University of New Orleans is exempt from all Louisiana state and local sales and use taxes. By accepting an award, all 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.

10 Payment
Assuming there is no prompt payment discount provision, payment will be made within thirty (30) days from receipt of products in satisfactory condition, or within thirty (30) days from date of invoice, whichever is later. Delinquent payment penalties are governed by L.R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by the University in any dispute.

11 Acceptance
Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the University.

Bid Signature

By signing this bid, the bidder certifies compliance with all general instructions to bidders, terms, conditions, and specifications, and further certifies that this bid is made without collusion or fraud.

Bidder (Company Name)	Mailing Address
Authorized Signature	City, State, Zip Code
Printed Name	Phone Number
Title	Fax Number
E-Mail Address	Federal Tax ID #

Standard Terms and Conditions

These standard terms and conditions apply to all UNO solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of a conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Auditors
Bidders agrees that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or the University's auditors will have the option of auditing all accounts of the Bidder which relate to this purchase.

Award
Award will be made to the lowest responsible and responsive bidder. The University reserves the right to award the items, separately, grouped, or on an all-or-none basis, and to reject any or all bids and to waive any informalities including technicalities in specifications that would preclude competition.

All solicitation specifications, terms, and conditions will be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

Bidder Inquiries
If a bidder is in doubt as to the meaning of any part of a solicitation, bidder may submit a written request for interpretation to the Buyer of Record. Requests must be received in the Purchasing Office no later than ten (10) days prior to the opening of bids. Any interpretation of the documents will be made by Addendum only, issued by the Purchasing Office, and a copy of such Addendum will be sent to all known bidders. The University will not be responsible for any other explanation of the documents.

Contrary Terms and Conditions
Submittal of any terms and conditions contrary to those contained within this solicitation may cause your bid to be rejected. By signing this bid, vendor agrees that any terms and conditions which may be included in their bid are nullified.

Equal Employment Opportunity Compliance
By submitting and signing this bid, vendor 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, Executive Order 11246, 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; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate, and to render services without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Failure to comply shall be grounds for termination of any contract entered into as a result of this solicitation.

Governing Law
This purchase shall be construed in accordance with and governed by the laws of the State of Louisiana.

Legislators Prohibited

According to LAS-R.S. 42:113(D)) the University is prohibited from entering into any contract or subcontract with a legislator or person who has been certified by the Secretary of State as elected to the Legislature or spouse of a legislator, or any corporation, partnership, or other legal entity in which the Legislator or his/her spouse owns an interest, except publicly traded corporations. Each bidder **must** return the enclosed Disclosure Form as a part of his bid.

DISCLOSURE FORM

EACH BIDDER IS TO DISCLOSE THE FOLLOWING INFORMATION BY ANSWERING YES OR NO TO THE FOLLOWING QUESTIONS:

1. Is the bidder a legislator or person who has been certified by the Secretary of State as elected to the Legislature? _____

2. Is the bidder a spouse of a legislator? _____

3. If the bidder is a corporation, partnership, or other legal entity, does a legislator or his spouse own any interest in that corporation, partnership or other legal entity?
_____

4. If the bidder is a corporation, is it a publicly traded corporation? _____

LOUISIANA PREFERENCES

FAILURE TO SPECIFY BELOW INFORMATION **WILL** CAUSE ELIMINATION FROM PREFERENCE. Preferences shall not apply to service contracts.

In accordance with the Louisiana Revised Statutes 39:1595, a preference of 10% may be allowed for products produced, manufactured, grown or assembled in Louisiana of equal quality.
Do you claim this preference? YES _____ NO _____

Specify Item Numbers:
_____

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

Do you have a Louisiana Business workforce? YES _____ NO _____

If so do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents?

YES_____ NO _____

Special Terms and Conditions

1. At the option of the University and acceptance by the contractor, this contract may be extended for four additional twelve (12) month periods at the same prices, terms, and conditions. The initial contract period will be from date of award through June 30th of the initial contract year. Renewals will be from July 1st through June 30th of the remaining contract years. Contract shall not exceed sixty (60) months.

2. It shall be specifically agreed and understood that the Bidders may attend the Bid opening. It shall also be specifically agreed and understood that the decision of the University shall be final.

3. The University reserves the right to cancel this contract upon thirty (30) days written notice for failure of the Vendor to deliver on time, for delivery of unsatisfactory merchandise, or for any unsatisfactory performance by the Vendor as determined by the University.

4. This agreement may be terminated by either party with 30 days advance notice in writing.

5. Successful Vendor shall be required to provide a certificate of insurance as per the attached insurance requirements. In addition, successful vendor will be required to provide Professional Liability coverage with a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. Evidence of such coverage shall be presented to the Director of Purchasing before commencement of the contract.

6. In case of default by the Vendor, the University reserves the right to purchase any or all items in default on the open market, charging Vendor with any excessive costs. Should such charge(s) be assessed, no subsequent bids of the defaulting Vendor will be considered until the assessed charge(s) have been satisfied.

7. The successful bidder will be required to assume responsibility for all services and/or products offered in his/her bid whether or not he/she produces them. Further, the University of New Orleans will consider the selected bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

8. List of distributors: The Vendor signing the bid shall be designated as the Prime Vendor on any contract/agreement resulting from this bid. If additional Vendors are authorized to receive orders for items covered under this proposal, the Vendor must submit, with bid, a list of those additional authorized distributors.

9. Scope of Work: Work shall include all labor, materials, and services required to produce a completed repair/installation which is acceptable to the University.

10. Fiscal Funding: The continuation of any agreement entered into as a result of this bid past the current fiscal year 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, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

11. The University reserves the right to add or subtract sites/locations to this contract during the course of the agreement. The University will request the addition/subtraction from the Vendor.

12. Prior to any renewal term, the contractor may request a price increase for that renewal term based on documented increased costs. The University reserves the right to approve or disapprove the price increase.

SPECIFICATIONS

The University of New Orleans is seeking bids from qualified firms that will satisfy the need for a uniformed/unarmed security officer to provide security services at various locations for the period:

JULY 1, 2021 THROUGH JUNE 30, 2022.

with the option to renew for (4) consecutive one (1) year periods, if mutually agreeable.

The University reserves the right to cancel contract upon thirty (30) days written notice to contractor.

The University reserves the right to award each location separately.

Prior to commencement of services, Vendor must provide applicable license(s), to perform this service.

Proof of insurance as specified in the bid will be required from the successful low bidder prior to the issuance of a purchase order.

The University of New Orleans reserves the right to reject any personnel who do not meet the criteria.

Location 1 – UNO Maestri Field

The University of New Orleans Maestri Field is seeking bids from qualified firms that will satisfy the need for uniformed/unarmed security guards to provide security during New Orleans baseball games and other events. No specific number of events, hours, or guards are guaranteed. Scheduling is subject to the baseball schedule and other events, and is on an as needed basis.

Security company should have a minimum of two (2) years providing event security in an Arena/Stadium setting and provide three (3) references.

The services to be provided are as follows:

- Monitor and restrict access into certain areas of Maestri Field
- Assist, as needed, with patron inspection for items not allowed into Maestri Field and grounds, which may include wanding and patting down of guests
- Guards should be in security style uniform supplied by company, to be approved by the University of New Orleans athletics
- Guards should be punctual, articulate, friendly, and able to handle patron situations in an appropriate manner
- Security company should provide 1 supervisor for every 10 guards
- Security company will be directly supervised by the New Orleans Athletic Dept.
- Security company employees will follow the University of New Orleans Rules & Regulations while on the premises
- Security company employees scheduled to work at Maestri Field must have cleared a security background check before working on site at Maestri Field, at contractor's expense, and provide evidence of those employees

Successful vendor is to adhere to all University policy and procedures and those set forth for this specific service.

Personnel furnished by successful bidder must possess neat appearance, have no prior criminal record, and be of unquestionable character.

The University reserves the right to request that a certain individual not be assigned to the post in question or that if a guard is found to be out of order or absent, that he be immediately replaced by another guard.

Location of 2 – UNO Lakefront Arena

The University of New Orleans Lakefront Arena is seeking bids from qualified firms that will satisfy the need for uniformed/unarmed security guards to supplement the Lakefront Arena security guards at various special events. No specific number of events, hours, or guards is guaranteed. Scheduling is subject to Arena events and is on an as needed basis.

Security company should have a minimum of two (2) years providing event security in an Arena special event/concert setting and provide three (3) references.

The services to be provided are as follows:

- Monitor and restrict access into certain areas of the Arena
- Monitor crowd activity for safety issues and concerns

- Assist as needed with patron inspection for items not allowed into Arena and grounds, which may include wanding and patting down of guests
- Guards should be in security style uniform supplied by company, to be approved by the Lakefront Arena
- Guards should be punctual, articulate, friendly, and able to handle patron situations in an appropriate manner
- Security company should provide 1 supervisor for every 10 guards
- Security company will be directly supervised by the Lakefront Arena Director of Security
- Security company employees will follow the Lakefront Arena Rules & Regulations while on the premises
- Security company employees scheduled to work at the Lakefront Arena must have cleared a security background check before working on site at the Lakefront Arena, at contractor's expense, and provide evidence of those employees
- Supply venue guard to be able to monitor alarms and control venue access from Arena security office

Unarmed Security Guard Hourly Rate

Security Guard Hourly Rate $ _____

/per hour (bidder to complete)

Security Guard Supervisor Hourly Rate $ _____

/per hour (bidder to complete)

REFERENCE FORM

Note: Make sure all blanks are complete

1. _____ _____
(Company Name) (Contract Administrator)

_____ _____
(Address) (Phone Number)

_____ _____
(Email Address) (Number of Connections)

2. _____ _____
(Company Name) (Contract Administrator)

_____ _____
(Address) (Phone Number)

_____ _____
(Email Address) (Number of Connections)

3. _____ _____
(Company Name) (Contract Administrator)

_____ _____
(Address) (Phone Number)

_____ _____
(Email Address) (Number of Connections)

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 $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability**
   Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual 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 accident of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability 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 Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

   b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages

   a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

   b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

   c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

   d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

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

2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

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

2. The Certificate Holder Shall be listed as follows:

   State of Louisiana
   University of New Orleans, Its Officers, Agents, Employees and Volunteers
   2000 Lakeshore Drive, New Orleans, LA 70148
   Contract #:

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

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

F. SUBCONTRACTORS

Contractor shall include all subcontractors as 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

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the University of New Orleans, 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 University of New Orleans, its officers, agents, servants, employees and volunteers.

2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The University of New Orleans may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

INDEMNIFICATION AGREEMENT

The _____{Contractor/Lessee} agrees to protect, defend, indemnify, save, and hold harmless, the University of New Orleans, 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/Lessee}, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by _____ {Contractor/Lessee} 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 University of New Orleans, its officers, agents, servants, employees and volunteers.

_____{Contractor/Lessee} agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The University of New Orleans may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

Accepted by _____
Company Name

_____
Signature

_____
Title

Date Accepted _____

Is Certificate of Insurance Attached? _____Yes _____No

Bid BSV2648 for the University of New Orleans