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| INVITATION TO BID | BID DUE DATE AND TIME: Thursday, July 16, 2015 2:00PM |
| UNIVERSITY OF LOUISIANA AT LAFAYETTE | |
| SOLICITATION No. 15021 | RETURN BID TO: University of Louisiana at Lafayette Office of Purchasing Martin Hall, Room 123 104 University Circle Lafayette, LA 70503 BUYER: Kristi Montet, CPPB BUYER PHONE: (337) 482-5396 BUYER EMAIL: purchasing@louisiana.edu ISSUE DATE: Wednesday, July 1, 2015 |
| TITLE: Non-Exclusive Event Security Staffing, Campus Wide – TERM CONTRACT | |
| A <u>MANDATORY</u> pre-bid conference will be held at 9:30 am, Wednesday, July 8, 2015 at UL Lafayette, Moody Hall, Room 103, 214 Hebrard Blvd., Lafayette, LA at which time details of the solicitation will be discussed. | |

General Instructions to Bidders

1. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing UL Lafayette Campus/Department at the "Return Bid To" address stated above, until the specified due date and time. Bidder is solely responsible for the timely delivery of bid documents. The Purchasing Office is not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location.
2. 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) any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the secretary of state; or (2) an authorized representative of the corporation, partnership, or other legal entity and the bidder submits or provides upon request a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity, including registration on an electronic Internet database maintained by the public entity; or (3) entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts.
3. The bid must be submitted in a sealed envelope/package preferably with the Solicitation No. on the outside of the SEALED envelope/package.
4. Read the entire solicitation, including all terms, conditions and specifications.
5. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices are to be initialed by the bidder.
6. Bid prices shall include all delivery charges paid by the vendor, F.O.B. UL Lafayette Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the UL Lafayette purchase order are subject to rejection and non-payment.
7. Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later.
8. By signing this solicitation, 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.

STANDARD TERMS & CONDITIONS

INVITATION TO BID

SOLICITATION NO. 15021

BID DUE DATE AND TIME: Thursday, July 16, 2015 2:00 PM CT

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

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the Louisiana Procurement Code (R.S. 39:1551-1736); Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms, conditions, and specifications stated in this solicitation.

1. Bid Delivery and Receipt

To be considered, sealed bids must be received and time-stamped at the "Return Bid To" address no later than the due date and time specified herein. Sealed bids cannot be accepted by telegraph, fax, or e-mail. Price alterations and addenda to bids may be submitted by telegraph or fax, and will be considered provided bidder's sealed bid, price alterations and addenda have been received in the UL Lafayette Office of Purchasing prior to bid opening time. Late bids cannot be accepted per L.A.C. 34.I.517, and shall be returned unopened.

2. Bid Forms

Bids are to be submitted on and in accordance with the UL Lafayette solicitation forms provided, and must be signed by an authorized agent of the vendor. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the bidder's intent to be bound will not be accepted.

3. Interpretation of Solicitation/Bidder Inquiries

If bidder is in doubt as to the meaning of any part or requirement of this solicitation, bidder may submit a written request for interpretation to the Buyer-of-Record at the address and/or fax number shown above. Written inquiries must be received in the UL Lafayette Office of Purchasing no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any bidder as a result of oral discussions with any UL Lafayette employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the UL Lafayette Office of Purchasing, and mailed or delivered to all bidders known to have received the solicitation. UL Lafayette shall not be responsible for any other interpretations or assumptions made by bidder.

4. Bid Opening

Bidders may attend the public bid opening of sealed bids and proposals. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the UL Lafayette Office of Purchasing during normal working hours.

5. Special Accommodations

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the UL Lafayette 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.

6. 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. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.

7. New Products/Warranty/Patents (NOT APPLICABLE)

8. Descriptive Information

Bidders proposing an equivalent brand or model are to submit with the bid descriptive information (such as literature, technical data, illustrations, etc.) sufficient for UL Lafayette to evaluate quality, suitability, and compliance with the specifications. Failure to submit descriptive information may cause bid to be rejected. Any changes made by bidder to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, bidder must state in what respect items deviate. Bidder's failure to note exceptions in its bid will not relieve the bidder from supplying the actual products requested.

9. Bids/Prices/F.O.B. Point

- The bid price for each item is to be quoted on a "net" basis and F.O.B. UL Lafayette Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. UL Lafayette Destination may be rejected.
- Bids indicating estimated freight charges may be rejected.
- Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
- Bidders who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item basis.
- Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
- Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc), or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.

10. Taxes

Vendor is responsible for including all applicable taxes in the bid price. UL Lafayette 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.

11. Terms and Conditions

This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana.

12. Vendor Forms/ UL Lafayette Signature Authority

The terms and conditions of the UL Lafayette solicitation, purchase order and contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc.

The University's Vice President of Administration and Finance, chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any vendor contracts, forms, etc., on behalf of UL Lafayette. Departments are expressly prohibited from signing any vendor forms.

Any such vendor contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by UL Lafayette in any dispute arising therefrom. Vendors who present any such forms to department users for signature without regard to this strict UL Lafayette policy may face contract cancellation, suspension, and/or debarment.

13. Awards

Award will be made to the lowest responsible and responsive bidder. UL Lafayette reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

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

14. Acceptance of Bid

Only the issuance of an official UL Lafayette purchase order, contract, Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. UL Lafayette shall not be responsible in any way to a vendor for goods delivered or services rendered without an official purchase order and/or contract.

15. Applicable Law

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

16. Awarded Products/Unauthorized Substitutions

Only those awarded brands and numbers stated in the UL Lafayette contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the UL Lafayette Office of Purchasing. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

17. Testing/Rejected Goods

Vendor warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. UL Lafayette reserves the right to test products for conformance to specifications both prior to and after any award. Vendor shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at vendor's risk and expense, and subject to vendor's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the vendor freight collect.

18. Delivery

Vendor is responsible for making timely delivery in accordance with its quoted delivery terms. Vendor shall promptly notify the UL Lafayette Department and/or UL Lafayette Office of Purchasing of any unforeseen delays beyond its control. In such cases, UL Lafayette reserves the right to cancel the order and to make alternative arrangements to meet its needs.

19. Default of Vendor

Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the vendor to be in default, UL Lafayette reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the vendor with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting vendor will be considered for award.

20. Vendor Invoices

Invoices shall reference the UL Lafayette purchase/release order number, vendor's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, show the amount of any prompt payment discount, and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier are not acceptable.

21. Delinquent Payment Penalties

Delinquent payment penalties are mandated and governed by Louisiana 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 UL Lafayette in any dispute arising therefrom.

22. Assignment of Contract/Contract Proceeds

Vendor shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the UL Lafayette Office of Purchasing. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by UL Lafayette in any dispute arising therefrom.

23. Contract Cancellation

UL Lafayette has the right to cancel any contract for cause, 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.

UL Lafayette 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 compliant deliverables in progress.

24. Prohibited Contractual Arrangements

Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.

25. 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; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by vendor, 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.

26. Mutual Indemnification

Each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

27. Certification of No Suspension or Debarment

By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.epls.gov.

28. Substitution of Personnel

The University intends to include in any contract resulting from this ITB the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's bid.

SPECIAL TERMS & CONDITIONS

1. **Term of Contract:** The duration of this Contract commences from the date specified herein or date of award notification and continues until University accepts final delivery of all deliverables, but not later than June 30, 2016. At the option of UL Lafayette and acceptance by the successful bidder, this contract may be renewed for four (4) additional twelve (12) month periods, or extended in partial increments thereof, at the same prices, terms and conditions of the original contract award. Total contract period not to exceed sixty (60) months.

All terms of the solicitation shall be firm for the duration of Contract.

2. **Notification of Fund Appropriation:** 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 appropriations for the year from exceeding revenues for that year or for any 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.

All bidders should be aware that our Legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

3. **Insurance Requirements:** Please note attached insurance requirements. Successful bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the University of Louisiana at Lafayette as an additional insured on all liability policies.
4. **Sealed Bid Delivery Instructions and Advisory:** To assure consideration, your bid must be submitted in a sealed envelope or package and should be clearly and prominently marked with the solicitation number and bid due date, or may be submitted in the special bid return envelope if one was furnished for that purpose. Bidders are advised that the U.S. Postal Service does not make deliveries to our physical location. USPS mail is delivered to the University's mail center and is redelivered using internal resources. Bidders may deliver bids by hand or by a courier service to our physical location at the "Return Bid To" address specified. The University shall not be responsible for any delays caused by the Bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid. Your attention is also directed to Standard Terms & Conditions No. 1 - Bid Delivery and Receipt.
5. **Number of Bid Response Copies:** Each bidder must submit one (1) signed original bid to the Office of Purchasing at the address specified in this solicitation document. The original must be marked "ORIGINAL" and CONTAIN ORIGINAL SIGNATURES of those company officials or agents duly authorized to sign on behalf of the organization. The University requests one (1) copy of the submittal documents digitally imaged and searchable on either a CD or flash drive in a Windows compatible format such as PDF.
6. **Nonperformance:** Successful bidder is required to perform in strict accordance with all contract specifications, terms, and conditions. Successful bidder will be advised in writing of nonperformance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event the successful bidder is issued three or more complaints of nonperformance, UL Lafayette reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to nonperformance may be cause to deem vendor non-responsible in future solicitations.
7. **Invoicing shall be billed by event.** Successful bidder shall administer all billing relative to this contract. Successful bidder will be paid for actual hours worked. Successful bidder will submit a separate invoice for each event. This invoice shall detail the event date, event title, purchase order number, and is to bill for the hours signed for by the University representative. The invoice shall identify the charges by position, number of personnel, hours worked. A roster listing each staff member who worked, their position, signature, report in and

out scheduled times, state license number or listed as “processing” and the total hours worked for each staff member will be provided as backup to the invoice.

8. Official University Recognized Holidays

The following is a list of officially recognized University Holidays:

New Year’s Day

Martin Luther King Day

Mardi Gras Day

Good Friday

Memorial Day

July 4th

Labor Day

Thanksgiving Day

Acadian Day

Christmas Day

- 9. No Smoking Campus:** The Successful bidder shall be responsible for compliance with all University policies, security measures and vehicle regulations. Specifically, the University is a NO SMOKING campus and all prospective bidders are cautioned that smoking will not be permitted inside or outside on ANY part of this facility at any time. Any 4 employee who is found to be in violation of this policy will be subject to immediate dismissal.

MANDATORY BID REQUIREMENTS

Failure to meet all of the listed mandatory requirements will result in rejection of bid without further consideration.

1. PRE-BID CONFERENCE

A **MANDATORY** pre-bid conference will be held at **9:30 am, Wednesday, July 8, 2015** at Moody Hall, Room 103, 214 Hebrard Blvd., Lafayette, LA, at which time details of solicitation specifications will be discussed. Bidders shall assemble in the designated location on the UL Lafayette campus on the date and time specified. Bidders must allow sufficient time to participate in the entire conference. No other arrangements for an on-site inspection shall be made for any Bidder unable to attend on the date and time specified. Bidders in attendance shall be required to sign in on a Registration Log. **Failure to be represented at the mandatory pre-bid conference shall result in rejection of the bid without further consideration.**

2. LICENSING

Louisiana Security Company Number: Bidder shall have a valid LA Security Company Number in accordance to LA R.S. 37 (Professions and Occupations) and LA Administrative Code Title 46. Contractors shall also comply with all applicable laws and administrative policies of the Louisiana State Board of Private Security Examiners.

3. BACKGROUND/REFERENCES

Background: Bidder shall submit, with bid, a brief history of the company, i.e. number of years in business, client list past and present, list of any accounts terminated in the last five (5) years, disclose the reason for termination in managing and operating event staffing; the names of the officers, directors or principal stockholders; and the number of event staff employees on payroll full and part-time.

References: Bidder SHALL SUBMIT WITH BID a list of **SEVEN (7)** references of similar organizations, other than the University, where such services (EVENT STAFFING) were, and, are currently provided. The seven (7) references shall be made up of at a minimum, one (1) current client and one (1) former client. Bidder must include name, title, telephone number and e-mail of a contact person at each organization.

4. INSURANCE INFORMATION

Bidder shall submit proof of insurance coverage by providing the following information: Policy number(s), names and addresses of carriers and agents, amounts of coverage, types of coverage and effective dates.

5. CERTIFICATION STATEMENT

The Bidder **must** sign and include the Certification Statement as set forth in solicitation document. The signature of Bidder's Authorized Representative **must contain an ORIGINAL signature** and should be in **blue ink**.

6. BID FORM

The bidder must submit bid on the form herein provided. The proposal must be signed in ink, with the blank space(s), filled in for each and every item. The bidder must state the UNIT price (written in ink or typewritten) for each item and shall show the total amount for each item based on the quantities shown.

7. SAMPLE REPORTS

Contractor **shall** provide a sample **after action** report with the bid packet.

Contractor **shall** provide a sample **incident report** with the bid packet.

CONTRACTOR REQUIREMENTS

1. General Scope of Services

Contractor shall be a non-exclusive provider of highly specialized, full service unarmed uniformed security personnel on an as-needed basis for various sporting, entertainment, and exhibition events at the University of Louisiana at Lafayette Campus for crowd management, tail gating, and security services on the University campus. These events may include athletic competitions, concerts, fairs, commencement, and other events as designated by the University. Contractor will provide a variety of security service, implementing UL Lafayette's security objectives according to policies and procedures which may include, but is not limited to the following general tasks:

- a. Entry and egress access control
- b. Roving patrols of interior and exterior building areas
- c. Visitor and building employee identification verification
- d. Responding as necessary to support other life safety duties as identified in post orders and standard operating procedures
- e. Performing hand-held metal detection screening
- f. Performing walk-through metal detection screening
- g. Screening bags brought into the facility for prohibited items and contraband
- h. Other specific tasks as required

2. Uniforms and Equipment

The Contractor shall furnish uniforms to their security personnel. Uniforms shall be of consistent color, appearance, and in good condition. The uniform shall be a yellow polo shirt for security officers and a light blue polo shirt for security supervisors. The contractor's logo shall be printed on the left breast of the polo shirt and the words "SECURITY" or "EVENT STAFF" shall be printed across the rear of the polo shirt. All of the Contractor's employees shall be attired in black pants, black belt, black socks, and solid black shoes. Inclement weather gear will also be provided by the contractor with consistent colors and labeling. Shirts shall be tucked into the pants at all times. Contractor shall ensure that their employees are uniformed correctly.

Contractor shall provide radios to necessary contact personnel for communication purposes at no expense to UL Lafayette. The Contractor shall agree to adhere to frequency coordination and requirements set forth by the UL Lafayette OC. Radio numbers shall be sufficient for the staffing of an event so that the contractor can provide adequate communications in a timely fashion to all of their personnel.

Contractor shall supply hand-held metal detectors, if required for event.

3. Post Orders

Contractor shall develop a comprehensive set of Post Orders (written document clearly outlining duties, responsibilities, and expectations of security staff) documenting both general procedures as well as site specific responsibilities.

Post Orders must be prepared prior to the commencement of the contract and must be reviewed and approved by assigned University representative within fifteen (15) days from the commencement of Contractor's services. All security officers will be required to read and verify that they understand the Post Orders and at minimum, shall be tested during the on-the-job training (OJT), annually or more frequently during site inspections. Contractor shall ensure hiring, training, and administration of motivated and professional employees that meet or exceed both Contractor's and University standards.

4. Staffing Requirements

- a. Contractor must have an established local staff pool to sufficiently administer University events. Subcontracting is not allowed. All event staffing requests from University will be in written form and sent via email to the address provided by Contractor. Contractor shall be required to meet all quantities of staff requested, per event.
- b. Contractor shall provide requested security and management staffing with at least forty-eight (48) hours' notice prior to actual report time.
- c. Contractor shall provide appropriate and necessary management and supervision for all Contractor's employees and shall be solely responsible for instituting and invoking disciplinary action of employees not in compliance with Contractor's rules and regulations, as well as any other policy established by the contracting parties.
- d. Contractor shall assign one (1) supervisor for every ten (10) employees. Contractor shall also assign one (1) event coordinator/manager for any event that requires more than twenty-two (22) officers.
- e. Contractor shall assign personnel, as requested by UL Lafayette, to attend any University training deemed necessary by UL Lafayette. University will incur the costs of training at the agreed upon contractual hourly rate.
- f. Contractor's employees are prohibited from carrying any type of weapons including but not limited to firearms, knives, pepper spray, or impact weapons. Contractors shall not arrest patron for any violations. Arrest is the responsibility of University law enforcement and other law enforcement agencies.
- g. One supervisor will be staffed at every event. In instances in which only one person is required, that person may be considered working the assignment in addition to being the duty supervisor.
- h. Reporting for duty: Contractor's staff shall report to the event site no later than 30 minutes prior to the scheduled start time for briefing and instructions from University personnel.

5. Penalty/Liquidated Damages

Because the safety of all patrons may be compromised, failure to meet the expected numbers of staffing arranged for an event will result in liquidated damages. Liquidated damages will be assessed as outlined **for each required staff member below arranged number:**

- a. Contractor's invoice for the event will have amount deducted that will cover the expense of supplemental law enforcement officers. **The penalty shall be calculated by the officers hourly rate times the number of officers used to supplement.**
- b. The number of law enforcement officers used to supplement each event will be on a one to one basis; for each staff member below the requested amount one law enforcement office will be used.
- c. Law enforcement officer's rate of pay will be calculated based on the amount charged to the University by the law enforcement agency where each officer originates.

6. Removal of Personnel

Successful bidder shall agree to remove from the site, whenever required to do so by University, any employee considered to be unsatisfactory or undesirable, subject to any and all applicable laws. The University may dismiss any individual inappropriately dressed, demonstrating unprofessional behavior, or who has an uncooperative attitude. In this event, the successful bidder's employees who do not meet the University's standards or have been place on the list due to poor customer service, failure to follow directions after warning, or other reasons deemed a concern by the University. Successful bidder's employees so designated shall not be assigned to any future University event.

7. Licensing

- a. **NCS4 CSVS (National Center for Spectator Sports Safety and Security Certified Sport Venue Staff):** Contractor is responsible for training all personnel at their expense. Contractor shall insure all staffing is certified through NCS4 CSVS and said certification is current. This certification will be required in writing for each employee. Contractor shall submit to University assigned representative a list of all staff assigned to each event seven (7) days prior, which will be reviewed for compliance with NCS4 certification. If contractor provides staff who are not certified under NCS4 they will be removed from the assigned duty and asked to leave the premises.

NCS4 certification shall be obtained by successful vendor upon notification of contract award by the Purchasing office. Vendor shall have completed the certification process prior to start of contract. Appropriate University official shall provide NCS4 with required information after award, for successful vendor to proceed with NCS4 training. More information regarding NCS4 Certification can be found at <https://www.ncs4.com/csvs>.

Restrictions on background checks to include but may not be limited to felony convictions, disqualifying guards to work on University property. Periodic proof of compliance will be required. **The Background check process is a part of the NCS4 certification process and is a mandatory component.**

Training at a minimum must include NCS4 certification and must possess State of Louisiana certification as a security officer. Contractor shall forward quarterly to the University a copy of their staff roster that will include each associate: Job Title, Employment Status, Last Name, First Name, Hire Date and license number.

*Uncertified individuals considered in the “process” of obtaining their security officer license from the state shall comprise less than 5 % of the total staffing. Persons who are not certified or uncertified will not be permitted to assume security or crowd control positions.

- b. **Louisiana Security Company Number:** If temporary licenses are issued to event staff, Contractor shall have seven (7) days to submit proof of license filing with the appropriate state board (payment receipt, etc.) to University representative.

If your company has had more than three (3) regulatory sanctions from the Louisiana State Board of Private Security Examiners in the past three (3) years you are not eligible for award of contract

- i. **At no time shall the contractor provide less than 95% of a fully licensed staff which includes NCS4 CSVS and state security license.** Uncertified individuals considered in the “process” of obtaining their security officer license from the state shall comprise less than 5 % of the total staffing. Persons who are not certified or uncertified will not be permitted to assume security or crowd control positions.

All staffing personnel added through the term of contract to work any University event shall be subject to all licensing requirements and shall provide proof upon request.

- c. **Incident Command System (ICS):** Major events utilize the Incident Command System (ICS) and the successful bidder must have ICS training for its entire command staff deployed for major events. Proof of this certification is required at the time of contract signing.

8. Security Policy

When University of Louisiana at Lafayette contracts with staffing services for security work, Contract Security Company personnel will be working at the University of Louisiana at Lafayette, therefore they are considered Campus Security Authorities by a Federal Law, the Jeanne Clery Disclosure of campus Security Policy and Crime Statistics Act. As such, any employee of the company who works at any location that is owned, leased or

controlled by the University of Louisiana at Lafayette is required to immediately report any crime reported to him/her to the reporting structure of the institution, which is the UL Lafayette Police Department. The Contract Security Company must add this requirement to the Standard Operating Procedures read by the officers and supervisors who work on site any University owned, leased or controlled properties.

9. General Position Description

The positions/assignment duties and responsibilities include but are not limited to the following:

a. Security Supervisor:

- i. **Description** - Supervisor are used at a ratio of 1/10. Supervisors shall ensure all staff are in position and following their job description. For the purposes of this contract- all event management staff must have a Louisiana security license.
 1. Security Supervisor shall demonstrate:
 - a. Mature judgement
 - b. Assertiveness
 - c. Ability to analyze the conduct of patrons, determines the appropriateness of that behavior, and responds accordingly
 - d. Have a working knowledge of local, state and Federal laws; event policies, rules and regulations, ICS, and University All Hazards Emergency Operations Plan to include evacuation procedures.
 - e. Excellent customer service is of paramount consideration in all University events.
 2. Shall perform the following duties:
 - a) Evaluate and assign available personnel according to individual strengths and abilities.
 - b) Communicate effectively with University event and public safety officials
 - c) Attend all event briefings and debriefings
 - d) Provide substantive input regarding staff management
 - e) Reports to the event site earlier than other personnel. Time will be determined by University representative.
 - f) Perform labor such as moving supplies and equipment as required.
 - g) Assign clerical personnel to sign in and out all staff members on the staffing roster and certify by signing said roster.
 - h) Communicate with the contractor's staff.
 - i) Ensure contractor's personnel have adequate breaks.
 - j) Act as the liaison between contractor's staff and the University management unless the EOC is activated and there are multiple supervisors working under the EOC supervisor (large events such as football).
 - k) Contractor shall position security within the event site and in surrounding areas for crowd control and maintaining order.
 3. Traits:
 - a. Highly adaptable to changing circumstances
 - b. Cordial and respectful, yet firm in manner
 - c. Proactive, rather than reactive, to difficult situations
 - d. Possess all the required certifications and company issued photo identification.

b. Event Manager (Operations Center Supervisor):

- i. **Description** – The Operations Center (OC) Supervisor (Event Manager) will make command decisions for all event staffing needs. Supervisors will communicate directly to the OC supervisor to handle staff needs and issues. For the purposes of this contract- all event management staff must have a Louisiana security license.
 1. This position shall possess all those of the Supervisor and be able to effectively manage multiple supervisors from an operations center.

c. Security Officers:

- i. **Description** - Any position that controls or restricts the flow of persons and must have a Louisiana security license. Tailgating, Set Up, Parking lot assignments, Ticket Takers and Ushers are considered Event Security/Crowd Control Personnel.

1. Control patron access at the event site and, at the discretion of the University representative, deny access to patrons, who, on the basis of their behavior, are intoxicated, impaired, or could be a threat to themselves or other people.
2. Conducts visual checks of all patrons. This includes coats and jackets, bags, and other hand-carried items. Metal-detection checks and/or same sex pat-down searches may be required.
3. Control disorderly or disruptive incidents. At the discretion of the University representative, patrons in such circumstances may be evicted from the event or facility.
4. Clear the event site of all patrons in a reasonable, orderly manner at the conclusion of the event.
5. Remain on site after all patrons have departed for debriefing by University personnel.
6. Be capable of assuming any position, other than Supervisor, Manager, or EOC Supervisor. (NCS4 training)
7. Be experienced in event security and crowd management duties, ushering, ticket-taking, bag/bottle checks; pat downs, metal detection credential checking, and dressing/locker room responsibilities.
8. Assist with set-ups or breakdowns which may include light lifting.
9. Excellent customer service is of paramount consideration at all University events.
10. Security personnel may NOT use force except for self-defense or to protect the individual or others from injury or harm unless attempting to administer first aid. Security may not administer first aid unless trained to do so, and then will not deliver treatment beyond their training.
11. Additional security officer duties include but are not limited to:

○ **Tailgating and permit parking area:**

Description—Staff assists pass holders to the correct lot location. Passes are checked twice by law enforcement before entering the permitted parking area. If a vehicle is not permitted the issue is addressed by the law enforcement officer. Monitor parking lot areas to ensure University procedures are followed and activities are maintained in a safe environment. Any underage drinking shall be reported to the operations room for a law enforcement response. Approach misbehaving patrons and advise them to cease inappropriate behavior. In the event of non-compliance, contact the operations center for law enforcement assistance. Assess violence or fighting and notify the operations center for law enforcement assistance.

Staff is to be trained in tailgating policies by the contractor prior to assignment.

○ **Parking Lot and Tailgating Set Up:**

Description – Paint lines and numbers for all tailgating spots the week prior to each game. Position approximately 500 barricades as needed in parking lots and bag check areas, approximately 3 days prior to each game. Contractor must provide an appropriate sized truck to haul a roll of flagging to separate each parking lot.

○ **Permits pass puncher:**

Description – Staff shall punch a hole in the corresponding game number as the vehicle enters the field. If a vehicle has an issue with the pass to be punched, the fan assistance staff contacts the law enforcement assigned to that gate.

○ **Athletic Complex Monitor:**

Description – Staff shall monitor the interior of the athletic complex. If an issue is discovered they are to contact the law enforcement officer located inside the complex.

- **Bag Checker:**
Description – Bag Checkers shall be assigned at the entrance points to check baggage for illegal content and proper size.
- **Ticket Taker:**
Description – Ticket takers shall scan tickets and ID cards as the fans enter/exit the stadium.
- **Ushers:**
Description – Ushers will have knowledge of the facility layout. Ushers are to assist fans in finding the correct seating area during normal game conditions. If a conflict with patrons/seating is found they are to contact the law enforcement posted in their area. In the case of a stadium evacuation they are to assist in directing fans to exits, and announce the area fans are to move to.
- **Basketball Event Staff:**
Description – Set up barricades and flagging on game day for reserved lines. Provide approximately 10 parking attendants. Basketball games last approximately 4 hours in length.
- **Softball Event Staff:**
Description – Set up barricades and flagging on game day for reserved lines. Provide approximately 2 parking lot attendants.

d. Administrative/Clerical positions:

- i. **Description** – Personnel used for checking event staff in and out, handing out equipment or any other staff member in non-security position.

10. Reporting Requirements

- a. Contractor shall submit a post event after action report for all major events as designated by the University (football games and other major events where crowds size exceeds 10,000). **Contractor shall provide a sample after action report with the bid packet.**
- b. Contractor shall use an incident report to document said incidents. The incident report shall be forwarded to the event supervisor and University representative. **Contractor shall provide a sample incident report with the bid packet.**
- c. Contractor shall forward to the University, each quarter (4 times annually) a copy of their complete staff roster that will include each employee's job title, employment status, last name, first name, hire date and security guard license number, and NCS4 CSVS certification and background disposition status. If the employee's status is uncertified, "processing" will be used in place of the license number.

11. Additional Contractor Requirements

- a. Contractor will provide the University contact information for off hours to include home and cell number for emergency purposes. This information must be updated whenever there is a change in contractor's personnel.
- b. Contractor will conduct at least two (2) annual, site inspections of staff during University events by senior management personnel. This site inspection will include a review of the company's personnel and will be followed with a written summary of their observations including problems or inadequacies observed along with corrective action taken on that day of the event and any implemented changes for long-term resolution. The written summary will be forwarded to the University's Office of Public Safety within two weeks of the visit.

- c. Contractor must, at a minimum, use the following as a screening process in their employee screening process (sample application and additional supporting documents must be submitted to verify format to be used in hiring employees for this contract): Personal reference check – minimum of three (3) people who are not related to the applicant; Pre-employment drug screening; random drug screening program in place; 5 year work history; educational history reviewed; specialized/skill/history experience; NCS4 CSVS background check completed; prior employment discharge status.

12. University Duties and Responsibilities

- a. The University shall determine the number of hours and staff required for each event.
- b. The University reserves the right to cancel or modify staffing requirements with at least 24 hours' notice. In the event of an official University closing, or other issues that results in an event being cancelled, within a 24 hour period, Contractor will cancel staff to avoid them reporting for duty. The University will pay for the minimum time for those employees that report to work.
- c. The determination of staff roles, duties, assignments, and reporting functions shall be a shared responsibility of the University and Contractor. However, the University retains the right to determine the specific skills and qualities of staff for a given event.
- d. The assigned University representative will be responsible for verification of attendance for hour worked by the Contractor's staff and will sign the supporting document.
- e. The University will provide the Contractor with an appropriate facility for the purpose of conducting staff briefings and other administrative functions related to the Contractor's services.
- f. Parking for the Contractor's staff will be provided on the University campus in designated locations at no charge during assigned staff hours on the day(s) of the events.
- g. The University shall make the final determination on the need for and number of radios for specific events. As required, the Contractor shall provide hand-held radios and/or head set communication devices for its staff.

INSURANCE REQUIREMENTS

Successful bidder will be required to provide the University with Certificates of adequate insurance indicating coverage required at time of contract signing.

WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: The Contractor shall, before commencing any work to be conducted under this contract, procure Workmen's Compensation and Employer's Liability insurance with a limit of liability as required by the Labor Code of the State of Louisiana with an insurance company authorized to write such policies of insurance in the State of Louisiana. It shall be the further responsibility of the Contractor to require that all subcontractors have in full force and effect, a policy of Workmen's Compensation and Employer's Liability insurance before proceeding with any of the work required under this contract.

GENERAL LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE: Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage and indicate on the Certificate of Insurance which of the following coverages is not included in the policy, if any:

1. Premises - Operations;
2. Broad Form Contractual Liability;
3. Products and Completed Operations;
4. Use of Contractors and Subcontractors;
5. Personal Injury;
6. Broad Form Property Damage

BUSINESS AUTOMOBILE LIABILITY INSURANCE: Business Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverages:

1. Owned automobiles;
2. Hired automobiles;
3. Non-owned automobiles.

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation to Bid (ITB), including any attachments.

OFFICIAL CONTACT. The University requests that the Bidder designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Telephone Number with area code: () _____

C. Facsimile Number with area code: () _____

Bidder certifies that the above information is true and grants permission to the University to contact the above named person or otherwise verify the information provided. By its submission of this Proposal and authorized signature below, Bidder certifies that:

1. The information contained in its response to this ITB is accurate;
2. Bidder complies with each of the mandatory requirements listed in the ITB and will meet or exceed the requirements specified therein;
3. Bidder agrees to provide all tasks, services, and deliverables listed in Scope of Services for the total cost stated on Bid Form;
4. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in this ITB.
5. Bidder confirms that its bid will be considered valid until award is made.
6. Bidder understands that if selected as the successful Bidder, he/she will have seven (7) calendar days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
7. In making this bid, each bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
8. Bidder certifies, by signing and submitting a proposal for \$25,000 or more, 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 via the internet at www.epls.gov.)

Title: _____

Official Company Name: _____

Federal Identification Number: _____

Street Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Bidder's Authorized Representative: _____
(Signature MUST be HAND SIGNED and should be in Blue ink)

Date: _____

BID FORM

FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, PERMITS, ETC. NECESSARY TO PROVIDE EVENT STAFFING SERVICES AS NEEDED FOR THE UNIVERSITY OF LOUISIANA AT LAFAYETTE, LAFAYETTE, LOUISIANA, IN STRICT ACCORDANCE WITH THE CONDITIONS AND SPECIFICATIONS OF BID FOR THE HOURLY RATES LISTED BELOW.

| STAFFING POSITION | EST. NO. of HOURS | HOURLY RATE | TOTAL |
|--|-------------------|-------------|--------------------|
| Security Officer | 10000 hours | _____ | _____ |
| Security Supervisor | 1100 hours | _____ | _____ |
| Event Manager (Ops. Center Supervisor) | 100 hours | _____ | _____ |
| Administrative personnel | 75 hours | _____ | _____ |
| | | | TOTAL _____ |

Holiday Pay Rates (If Applicable) _____

Holiday pay rate to be effective on holidays listed in Special Terms and Conditions. Holiday pay rate for informational purposes only, not used to establish total low bid. The University reserves the right to use contractor staff on holidays listed if services are needed. Use of contractor staff is not guaranteed for any University holiday.

Hourly rates listed to be inclusive of all fees necessary to complete assigned deliverables. Travel expenses will not be reimbursed to Contractor. Hourly rates shall be firm for duration of contract.

Estimated Number of Hours: Estimated number of hours is approximate and not guaranteed. Estimated hours will be used to establish a total price. Contractor will bill University for actual hours ONLY.

LA SECURITY COMPANY NO. _____

FIRM NAME _____

AUTHORIZED SIGNATURE _____

PRINTED NAME OF SIGNATORY _____

SAMPLE CONTRACT

UL LAFAYETTE TERM CONTRACT – SPECIAL CONDITIONS

These special conditions shall apply to UL Lafayette Term Contracts, in addition to all Standard Terms and Conditions, and all Special Terms & Conditions of UL Lafayette's Invitation to Bid Solicitation No. 15021, project:

A "Term Contract" is defined as an agreement with a Vendor to provide specified goods and/or services on an as-needed basis at established prices, terms and conditions during a specific period of time (or term), and does not guarantee usage. Such pricing agreements are commonly referred to as standing agreements, open end contracts, and requirements contracts. Purchase orders issued against term contracts serve as the Vendor's authorization to ship goods and/or provide services.

1. Scope of Contract

This solicitation is issued to establish a term contract for the specified goods and/or services for the period beginning upon date of award notification and ending June 30, 2016, in accordance with all specifications, terms, and conditions.

2. Initial Contract Period

UL Lafayette intends to award all items for the initial contract period specified above. Award delays beyond the anticipated contract begin date may result in an initial award less than the specified contract period.

3. Contract Renewals/Extensions

At the option of UL Lafayette and acceptance by the Vendor, this contract may be renewed for four (4) additional twelve (12) month periods, or extended in partial increments thereof, at the same prices, terms and conditions of the original contract award. Total contract period not to exceed sixty (60) months.

4. Estimated Quantities

Solicitation quantities shown are estimated only and may be based on historical contract usage and/or projected needs; where usage is not available, a quantity of one (1) indicates a lack of history on this item. Vendors are cautioned that regardless of the quantity shown in the solicitation, UL Lafayette shall not be obligated under the contract to purchase any specific or minimum amount. Vendor must supply any order requirements at the bid/contract prices, whether the total of such requirements are more or less than the estimated quantities shown.

5. Firm Pricing

Contract prices shall remain firm for the duration of the contract term; and no price increases will be allowed, unless escalation/de-escalation provisions are specifically provided for herein. Prices may not exceed the current nationally advertised and available General Services Administration (GSA) Price Schedule if one exists.

6. Insurance Requirements

If an automobile is utilized in the execution of the contract, including deliveries made with company owned, hired, and/or non-owned vehicles, Vendor shall be required to furnish a certificate of insurance evidencing coverages per attached insurance requirements. The University of Louisiana at Lafayette shall be named as an additional insured on all liability policies.

7. Vendor Non-Performance

Vendor is required to perform in strict accordance with all contract specifications, terms, and conditions. Vendor will be advised in writing of non-performance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event Vendor is issued three (3) or more complaints of non-performance, UL Lafayette reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to non-performance may be cause to deem the Vendor non-responsible in future solicitations.

8. Penalty/Liquidated Damages

Contractor shall be assessed Liquidated Damages for each staff member below the requested staff amount on a per event basis.

- a. Contractor's event invoice will have amount deducted that will cover the expense of supplemental law enforcement officers. The deduction shall be calculated by the officers hourly rate times the number of officers used to supplement.
- b. The number of law enforcement officers used to supplement each event will be on a one to one basis, for each staff member below the requested amount one law enforcement office will be used.
- c. Law enforcement officer's rate of pay will be calculated based on the amount charged to the University by the law enforcement agency where each officer originates.

9. Contract Amendments

Requests for contract changes must be made in writing by an authorized agent/signatory of the Vendor and submitted to UL Lafayette Office of Purchasing for prior approval. Requests shall include detailed justification and supporting documentation for the proposed amendment.

Contract revisions shall be effective only upon approval by UL Lafayette Office of Purchasing and issuance of a formal UL Lafayette Contract Amendment. The Vendor shall honor purchase orders issued prior to the approval of any contract amendment as applicable.

10. Price Reductions

Whenever price reductions are made by the Vendor/Manufacturer during the UL Lafayette contract term, and which are offered to similarly-situated customers [i.e. those contracting under similar terms, conditions, periods, etc], and which are lower than UL Lafayette contract prices, said reductions shall be afforded to UL Lafayette.

Vendor shall give prompt written notice to UL Lafayette Office of Purchasing of any such price reduction and effective date for issuance of a formal contract amendment. Price reductions must be offered to all departments. Vendors found to have knowingly and willfully withheld such price reductions may be required to reimburse UL Lafayette of any overcharges.

11. Non-Exclusivity

This agreement is non-exclusive and shall not in any way preclude UL Lafayette 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.

12. Contract Usage Report

The Vendor shall keep records of all purchases under this contract and shall be prepared to furnish a contract usage report to UL Lafayette upon request at any time during the contract term. Contract usage reports must minimally capture and report the following: item numbers and brief item descriptions; total quantities and dollars for each item subtotaled by using department names; and overall contract quantities and dollars.

13. Contract Evaluation

UL Lafayette Office of Purchasing welcomes suggestions for contract improvements to effectively meet the needs of the departments we serve. Department feedback relative to the incumbent Vendor's performance will be requested for consideration when determining our contract options for renewal or re-solicitation. Vendor performance will be monitored for compliance with contract terms and conditions, and reports of deficient performance will be appropriately addressed with the Vendor.

14. Termination for Non-Appropriation of Funds

The following condition shall apply to any contract covering multiple fiscal years:

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. 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 of 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 have not been appropriated.

15. Substitution of Personnel

If, during the term of this contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's bid.

SIGNATURE SPACE