



THE UNIVERSITY OF LOUISIANA AT MONROE
INVITATION TO BID ONLY

ISSUE DATE:
June, 25 2024

Date and Time by Which
Quotation Must be Returned:
July 24, 2024
2:00 p.m. CT

for Department:
ATHLETICS

TO THE VENDOR:

To be returned on or before date specified above to:

Name and Address of Vendor (Firm or Individual)

[Empty box for vendor name and address]

THE UNIVERSITY OF LOUISIANA AT MONROE
PURCHASING DEPARTMENT
4014 LASALLE ST, COENEN BLDG. 140
MONROE, LOUISIANA 71209-2250

NOTE: THE UNIVERSITY RESERVE THE RIGHT TO
ACCEPT OR REJECT ANY OR ALL BIDS, AND WAIVE
INFORMALITIES

THIS BID IS DUE IN PURCHASING OFFICE

AS STATED ABOVE

LATE BIDS NOT ACCEPTED

REQUISITION: R0028991

BID: 50006-17

PO:

INSTRUCTIONS TO BIDDERS:

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. THIS PAGE TO BE COMPLETED AND RETURNED.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS FREE ON BOARD (FOB) DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR CASH ON DELIVERY (COD) REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
6. THIS IS A SEALED BID. MUST BE MAILED OR DELIVERED TO PURCHASING DEPARTMENT, 700 UNIVERSITY AVE., COENEN HALL 140, MONROE, LA 71209-2250
7. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER.
8. NOTE: A COMPLETE RECORD OF ALL BIDS IS KEPT ON FILE IN THE PURCHASING DEPARTMENT SUBJECT TO THE INSPECTIONS OF ANY CITIZEN. EVERY COURTESY WILL BE AFFORDED ANY CITIZEN WHO IS INTERESTED IN INVESTIGATING FOR ANY PURPOSE THE RECORD OF STATE PURCHASES. COPIES OF EVALUATION CAN BE FAXED TO YOU ONLY AFTER RECEIPT OF WRITTEN REQUEST. PLEASE DO NOT CALL.
9. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR. ALL BID INFORMATION SHALL BE MADE WITH BLUE INK OR TYPEWRITTEN.
10. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

For questions regarding this bid contact:
Shakeya Bennett: rogers@ulm.edu | 318.342.5208

TO THE VENDOR:

THIS QUOTATION IS SUBMITTED BY

Name of Vendor
(Firm or Individual) _____

Authorized Signature _____

Name (Printed) _____

Title _____

Telephone # _____

Fax # _____

Email Address _____

Vendor Quote # _____

Date Submitted _____

“ADVERTISEMENT FOR BIDS

Sealed bids will be opened and publicly ready by the Purchasing Department of the University of Louisiana at Monroe, Coenen Hall, Room 140, 4014 LaSalle Street, Monroe, La at 2:00 PM, July 25, 2024 for the following:

Annual Bid #50006-17 – Game Day Event Services

Bids must be returned to the Purchasing Office in sealed envelopes. Bids must be submitted on the form enclosed herewith, and in strict conformity with the intent of same without modifications. Bids must be signed in ink, dated, and title of person signing bid must be shown on bid.

Complete bidding documents may be obtained from the Purchasing Department, The University of Louisiana at Monroe, Monroe, Louisiana, 71209-2250, via fax request at 318/ 342-5218 or State of Louisiana LaPac site: <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. Use bid #50006-17.

No bid may be withdrawn for a period of thirty (30) days after receipt of bids.

The Owner reserves the right to reject any and all bids and to waive any informalities incidental thereto.

The University of Louisiana at Monroe adheres to the equal opportunity provisions of federal civil rights laws and regulations.”

**THE UNIVERSITY OF LOUISIANA AT MONROE
INFORMATION FOR BIDDERS AND STANDARD CONDITIONS**

1. GENERAL INFORMATION

- a. Address all inquiries and correspondence to the buyer at the phone and address as shown on cover page.
- b. Bids will be accepted in the Office of the Purchasing Department, Coenen Hall, Room 1-140, 700 University Avenue, Monroe, LA 71209-2250, until time and date as stated on cover page. Physical address for hand delivery is Coenen Hall 140, 4014 LaSalle Street, Monroe LA 71209.
- c. Formal bids, amendments thereto or requests for withdrawal of bids or any part thereof received after time specified for bid opening will not be considered, whether delayed in the mail or for any other cause whatsoever.

2. BID FORMS

- a. All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed. Bids in the following manner will not be accepted:
 - i. Bid contains no signature indicating intent to be bound;
 - ii. Bid filled out in pencil; and
 - iii. Bid not submitted on the university's standard forms.
- b. Bids must be received at the address specified in the solicitation prior to bid opening date and time in order to be considered. Telegraphic and Fax alterations to bids received before bid opening time will be considered provided formal bid and written alteration have been received and time-stamped before bid opening time. Entire bid should be returned, except item pages not bid.

3. STANDARDS OF QUALITY

- a. Any product or service bid, shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation, unless otherwise specified in the solicitation, and 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 products specified in the solicitation.
- b. Unless specifically called for in the solicitation, all products for purchase must be new, never previously used, and the current model and/or packaging and of best quality as measured by acceptable standards of the trade, and any defects in any product may cause its rejection. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation, where applicable, all products are to be covered by standard factory warranty unless otherwise specified by the University.
- c. Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for the buyer to evaluate quality, suitability, and compliance with the specifications in the solicitation. Failure to submit descriptive information may cause bid to be rejected. Any change made to manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

4. BID OPENING

Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the purchasing office of The University of Louisiana at Monroe. Bid tabulations may be secured only after written request.

5. **REJECTION OF BIDS**

Bids from bidders who have a documented history of providing substandard products and/or services will be rejected and returned unopened to the bidder.

6. **AWARDS**

- a. Unless otherwise stated, award will be made to the lowest, responsible bidder, taking into consideration the quality of the products to be supplied and their conformity with the specifications.
- b. The university reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
- c. Preference is hereby given to materials, supplies, and provisions, produced, manufactured, or grown in Louisiana, quality being equal to articles offered by competitors outside of the state.
- d. Only the issuance of a purchase order constitutes acceptance on the part of the University. The University of Louisiana at Monroe adheres to the equal opportunity provisions of federal civil rights laws and regulations.

7. **PRICES**

- a. Unless otherwise specified by the university in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period. Bids other than F.O.B. Destination may be rejected. Prices should be quoted in the unit (each, box, case, etc.) as specified in the solicitation. Failure to do so may result in your bid being rejected.
- b. The University will not aid in the unloading of any freight, nor be responsible for any additional freight charges. Charges for extra freight labor needed for unloading bulky or heavy items as defined under National Motor Freight Regulations must be included in bid prices.
 - i. **Non-Installed Merchandise.** If you are the successful bidder, you are to make notation on freight bills and bills-of-lading that shipper guarantees charges to protect University against contingency of additional freight charges. Should extra charges be necessary, they will be charged back to the shipper.
 - ii. Instruct the shipper to include on bills-of-lading and freight bills our Purchase Order Number and our company name as first or second vendor. We are more concerned from whom we purchased the merchandise than from whom the merchandise was shipped. If freight is unidentifiable, the University will be forced to refuse shipment.
 - iii. **Installed Merchandise.** All merchandise bid upon "installed" means that you are to deliver, be on hand to receive merchandise when it reaches our premises, uncrate or unpack, assemble and set in place ready for operation, and remove debris from site.
 - iv. The only exception to this statement will be those of instances where installed merchandise comes onto the Campus and is of a nature that the freight line can handle the items involved without the aid of University personnel. In these instances we will allow the freight line to unload the merchandise at the proper site, and will then notify the proper vendor that the merchandise is on hand and ready for installation.
 - v. The shipment is to be consigned to your establishment in care of THE UNIVERSITY OF LOUISIANA AT MONROE with notation on bills-of lading for the freight carrier to contact you, the vendor, before delivery. The University will take no part in the delivery of this merchandise except as noted above.
 - vi. Should for any reason merchandise of a nature requiring additional unloading labor be delivered to our Campus without the vendor being here to receive the freight, the University will refuse to receive the freight and ask the freight line to contact the vendor to arrange for proper delivery. The University will not be responsible for re-delivery charges.

- c. Cash discounts will be considered and time will be counted for date of delivery at the University of Louisiana at Monroe or from date correct invoice is received from contractor, if latter date is later than date of delivery. A cash discount for less than 30 days will not be considered in making an award.
 - d. All bids must be firm prices, free of any escalator clauses.
8. **NEW PRODUCTS**
Unless specifically called for in the solicitation, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation. The manufacturer's standard warranty will apply unless otherwise specified in the solicitation.
9. **DELIVERIES**
Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation.
10. **TAXES**
Vendor is responsible for including all applicable taxes in the bid price. The University of Louisiana at Monroe, a state agency, is exempt from all state and local sales and use taxes.
11. **PAYMENT**
After receipt and acceptance of order and receipt of valid invoice, payment will be made by the University of Louisiana at Monroe within thirty (30) days. Payment will be made at the respective unit prices shown on the bid, less any percentages off list price, less Federal excise tax, less cash discount earned.
12. **CONTRACT CANCELLATION**
The University of Louisiana at Monroe has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) Failure to deliver within the time specified in the contract; (2) Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) Misrepresentation by the contractor; (4) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
13. **DEFAULT OF CONTRACTOR**
Failure of a contractor to deliver within the time specified, or failure to make replacements of rejected articles, shall permit the University to purchase in the open market articles of comparable grade to take the place of those rejected or not delivered. On all such purchases the contractor shall reimburse the University for any expense incurred in excess of contract prices. Such purchases will be deducted from contract quantities. Also in accordance with R.S. 39:1661.C states in the event any contractor fails to fulfill or comply with the term of any contract, the chief procurement office may award the contract to the next lowest responsible bidder subject to acceptance by that bidder and charge the difference in cost to the defaulting contractor.
14. **CONTRACT RENEWALS**
Upon agreement of the University of Louisiana at Monroe and the Contractor, a term contract may be extended for four (4) additional twelve (12) month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed sixty (60) months.
15. **ORDER OF PRIORITY**
 - a. In the event there is a conflict between the Instructions to bidders or Standard Conditions and the Special Conditions, the Special Conditions shall govern.
 - b. Any interpretation of the documents will be made by Addendum only, issued by the purchasing department, and a copy of such addendum will be mailed or faxed to each person receiving a set of the bid documents. The University will not be responsible for any other explanation of the documents.

16. **APPLICABLE LAW**

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

17. **COMPLIANCE WITH CIVIL RIGHT LAWS**

By submitting and signing this bid, bidder 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 Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, the Davis-Bacon Act of 1931, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

18. **SPECIAL ACCOMMODATION**

Any "Qualified individual with a Disability" as defined by the American with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office 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.

19. **INDEMNITY**

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.

20. **SIGNATURE AUTHORITY**

ATTENTION: R.S. 39:1594(C)(4) requires evidence of authority to sign and submit bids to the State of Louisiana. You must indicate which of the following apply to the signer of this bid.

PLEASE CIRCLE ONE:

1. The signer of the bid is either a Corporate Officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in Commendam as reflected in the most current Partnership Records on file with the Secretary of State. A copy of the Annual Report or Partnership Record must be submitted to this office before contract award.
2. The signer of the bid is a representative of the Bidder Authorized to submit this bid as evidenced by documents such as, Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the Resolution, Certification, or other supportive documents must be attached hereto.
3. The bidder has filed with the Secretary of State an Affidavit or Resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.

21. In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty of "nolo contendere" to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, Professional, Personal, Consulting, and Social Services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

22. **CERTIFICATION OF NO SUSPENSION OR DEBARMENT.**

By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA), in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov/portal/SAM/#1#1>

23. **FEDERAL CLAUSES, IF APPLICABLE**

ANTI-KICKBACK CLAUSE- The contractor hereby agrees to adhere to the mandate dictated by the Copeland “Anti-Kickback” Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT- The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT- The contractor will be expected to comply with Federal Statues required in the Anti-Lobbying Act and the Debarment Act.

24. **PIGGYBACK**

ULM and eight other institutions are governed by the University of Louisiana System. ULM declares that the successful bidder may extend the same product or services requested under this Request for Quotation to any of the University of Louisiana System institutions under the same terms as represented to ULM in the bidder’s response, all in accordance with the provisions of LA R.S. 39:1702(A). Other University of Louisiana System institutions include: Grambling State University, Louisiana Tech, McNeese State University, Nicholls State University, Northwestern State University, Southeastern Louisiana University, University of Louisiana at Lafayette, and University of New Orleans.

SPECIAL CONDITIONS

University of Louisiana at Monroe invite your bids from contractors to provide Gameday Event Services to the Athletic Department Malone Stadium, Fant-Ewing Coliseum, in Monroe, Louisiana 71209 which are owned, leased, or rented by; **UNIVERSITY OF LOUISIANA AT MONROE (ULM)** for the period of August 1, 2024 through June 30, 2025. Please advise this is a blanket bid and the prices quoted are to remain firm for this period.

Based upon mutual agreement between The University of Louisiana at Monroe and the successful bidder, this contract may be extended for four (4) additional twelve (12) month periods at the same price and terms. Both parties must agree to any extension, and the decision will be made at each interval. These renewals are contingent upon funding by the Louisiana State Legislature.

This is a blanket bid and event staffers will be requested on an "as needed" basis by the ULM Athletics Department.

1. Contractor Qualifications Requirements

- a. **Contractor** will have all necessary licenses and certifications as may be required and maintained by the State of Louisiana and all other applicable agencies. As applicable, provide proof of license, registration, and/or certification in your bid package.
- b. **Contractor** shall not subcontract any portion of this contract. All work is to be performed directly by the **contractor** responding to this bid. Provide a statement in the bid package acknowledging that no work shall be subcontracted.
- c. **Contractor's** employees must be properly trained in the latest event staffing practices and techniques.
- d. **Contractor** must provide a Fidelity Bond of \$50,000.
- e. **Contractor** must respond adequately to emergency calls within a two (2) hour period. Adequately means with a crew sized sufficiently to address the emergency. Failure to respond may yield a contract penalty of \$50 per call.
- f. **Contractor's** employees shall maintain a neat, clean, and professional appearance at all times. **The contractor's** employees shall wear uniforms identifying the name of their company. The uniform shirt shall be worn tucked inside of the trousers at all times.
- g. **Contractor** shall be required to adhere to applicable University policies as well as the University's tobacco use policy which states that all tobacco products are strictly prohibited on the University of Louisiana at Monroe campus.
- h. **Contractor** shall provide a complete list of all equipment and materials that will be used to perform gameday event staffing services at University of Louisiana at Monroe.
- i. **Contractor** shall provide a copy of their insurance certificate indicating proof of coverage as required in the insurance section of these bid documents.

2. Mandatory Site Visit - **Contractors** planning to submit a bid **MUST** personally visit each facility prior to submitting a bid. **The contractor** shall be responsible for familiarizing themselves with existing conditions. **The contractor** is also responsible for verifying all gate positions, usher positions, parking, etc. To arrange a site visit, please contact Michael Gammon at 480.773.9130 and/or Maddy Katchen at 224.639.2928. The University will make available floor plans to potential bidders, however, the University in no way warrants the accuracy of these floor plans. **Contractors** must verify all existing conditions.

3. Inquiry Period - all inquiries, requests for information, requests for clarification, etc. shall be made in writing to the University of Louisiana at Monroe purchasing department. Inquiries may be faxed or emailed. Fax inquiries shall be sent to 318.342.5218. Email inquiries shall be sent to Shakeya Bennett at rodgers@ulm.edu. All inquiries are due to the University by 4:00 PM on **July 10, 2024**. Any inquiry submitted after this time will not be acknowledged. The University purchasing office will issue an addendum to address any inquiries if required. This will be the only official and binding response to any inquiry.

4. Scope of Services - **The contractor** shall provide complete gameday event staffing for University of Louisiana at Monroe Athletics, Malone Stadium, Fant-Ewing Coliseum, and all other University of Louisiana at Monroe Athletics facilities in Monroe, Louisiana 71209. University of Louisiana at Monroe reserves the right to add or delete a facility.

5. Contractor Personnel - **The contractor** shall provide a sufficient amount of adequately trained to know University of Louisiana at Monroe Athletics Gameday Policies and Procedures. Please refer to the staffing numbers on page 11.

a. Supervision - the **Contractor** shall provide at least one (1) full-time Event supervisor assigned to the University of Louisiana at Monroe account. The supervisor shall be present at all times when other **Contractor** personnel is working.

b. Background Checks - the **Contractor** shall perform a full background check for every employee assigned to ULM account prior to that employee beginning work. The background check shall include a check of criminal, felony, and misdemeanor history. Employees shall also be checked against the sex offender registry. A report of the background check shall be submitted to **University of Louisiana at Monroe** prior to that employee beginning work. **ULM** shall review each background check and reserves the right to either approve or deny the employment of each employee based on the results of the background check.

c. Drug & Alcohol Testing - **The contractor** shall require employees to submit to a standard drug and alcohol test if there is a reasonable suspicion that the employee may be under the influence of drugs or alcohol. The University may request that the **Contractor** perform a standard drug and alcohol test on any of the **Contractor's** employees. Also, the **Contractor** must perform a drug and alcohol test following any workplace incident/accident on University of Louisiana at Monroe property within two (2) hours of the incident/accident. Anyone who tests positive for drugs and/or alcohol shall no longer be allowed to work at University of Louisiana at Monroe.

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

e. The Contractor shall be the primary employer of the temporary staffing service employees and, in its sole discretion as an employer, reserves the right to hire, assign, reassign and/or terminate its own employees. The University is not a co-employer of employees of the Contractor.

f. The Contractor will act as an independent Contractor conducting business with the University and as such will comply with all Federal, State, and Local laws regarding working conditions, hours of employment, overtime regulations, and methods of payment. All work shall be performed in compliance with all applicable Federal, State, and Local laws, codes, and regulations.

g. The Contractor's employees shall NOT be entitled to participate in any of the employee benefit plans of the University or State Agency using these services, including retirement, deferred compensation, insurance, paid leave and holidays, and other similar plans, programs, and agreements, whether reduced to writing or not. Any benefits accruing to the temporary staffing employees shall be the responsibility of the temporary staffing service Contractor.

h. The services provided to accomplish the requirements of this Contract shall be under the control, management, and supervision of the Contractor, unless otherwise stated.

i. The Contractor must provide its employees with Worker's Compensation and Unemployment Compensation Insurance and must deduct all applicable Federal, State, and Local taxes from employees' checks. The employees provided under this Contract must be employees of the Contractor; the employees provided SHALL NOT be considered to be independent Contractors by the Contractor.

j. The Contractor will be responsible for wages, salaries, fringe benefits, withholding and payment of any taxes, federal, state, social security, and any other taxes or levies upon the Contractor's employees at the State Agencies using these services.

k. No employee of the Contractor may supervise a University employee.

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

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

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

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

6. Schedule of Services

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

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

7. Security

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

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

c. All interior doors and exterior entrance doors shall be closed, checked, and locked before leaving the building each day.

d. The **Contractor** shall report, in writing or by verbal communication to the Athletics Facilities office in Malone Stadium, room 105, or by phone 318.342.5592 within four (4) hours, to the University anything out of the ordinary, such as unlocked doors, stopped toilets, stopped drains, broken fixtures, lights out of order, etc.

8. Pricing

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

a. **Contractor** shall submit pricing for the University of Louisiana at Monroe Athletics Gameday Event Staffing as a lump sum for all services described herein.

University of Louisiana at Monroe

Schedule 2024-2025

- **Detailed schedule will be released at a later date if other sport teams utilize gameday event services.**
- **Additional events are permitted to be scheduled and the winning bidder will be notified in advance.**

EVENT STAFFING SPECIFICATIONS

Scope of Services

Contractor to provide gameday event services to Malone Stadium, Fant-Ewing Coliseum, and any other Athletic Facility, Monroe, Louisiana 71209 which are owned, leased, or rented by; **University of Louisiana at Monroe**. Event Staffing service will include all labor, supervisor for personnel, equipment, materials, and supplies.

Event Staffing Specifications:

- a. Greet patrons as they enter the performance venue
- b. Check tickets for appropriate seating
- c. Become familiar with various event layouts
- d. Show patrons where to find exits, bathrooms, and concession stands
- e. Answer various questions to the best of his/her knowledge
- f. Ensure all patrons' needs are met
- g. Identify fraudulent tickets
- h. Take tickets, and tear off portions for patrons to keep
- i. Assist individuals on and off elevators as needed
- j. Locate lost or missing articles
- k. Provide emergency instructions
- l. Ensure everyone adheres to safety rules
- m. Hold doors open for patrons as they exit
- n. Assisting patrons with disabilities or other impairments as needed
- o. Monitoring the guest's activity to ensure the safety of the event
- l. Enforcing event rules and relevant health and safety regulations
- m. Ensuring that the lobby and facilities are neat and organized
- n. Following all emergency protocols and guiding audience members to the exits in an orderly manner

- o. Monitors students, staff, patrons, and visitors during assigned events within a variety of school environments (e.g. special events, sporting events, etc.) to ensure the safety and welfare of students, staff, patrons, and visitors.
- p. Reports observations and incidents relating to specific students (e.g. accidents, fights, inappropriate social behavior, violations of rules, etc.) to communicate information to appropriate instructional and/or administrative personnel for follow-up action.
- q. Performs other related duties, as assigned, to ensure the efficient and effective functioning of the work unit.
- r. Support the philosophy and vision of University of Louisiana at Monroe
- s. Listed below is a schedule of events that will occur from August 1, 2024, to June 30, 2025. Additional events will possibly occur and will be scheduled with the supervisor.

**University of Louisiana at
Monroe**

**FOOTBALL GAMEDAY
Event Schedule 2024-2025**

<u>DATE</u>	<u>EVENT</u>	<u>TIME</u>
August 31, 2024	Football game	TBD
September 7, 2024	Football game	TBD
October 5, 2024	Football game	TBD
October 12, 2024	Football game	TBD
November 9, 2024	Football game	TBD
November 30, 2024	Football game	TBD

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

For all work that is required by the bidding documents for ULM Gameday Event Staffing we bid the sum of:

_____ (\$ _____)

The quantity of event staffers needed is an approximate number which will be required during this period; however, The University of Louisiana at Monroe reserves the right to request more or less staff members for any given athletic event held on the campus of the University of Louisiana at Monroe.

<u>Description</u>	<u>Quantity</u>	<u>Hourly Rate</u>
Field Attendant Staff Member	20	_____
Ticket Staff Member	10	_____
Parking Staff Member	20	_____
Stadium Ushers	10	_____

THE UNIVERSITY OF LOUISIANA AT MONROE

Purchasing, Coenen Hall
4014 LaSalle Street, Room #140
MONROE, LA 71209-2250

INSURANCE REQUIREMENTS

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 coverage 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.

The Contractor is to provide the owner with this signed statement of insurance preferably with the proposal. Otherwise, this statement is to be furnished before any work whatsoever starts at the site. Further, the owner reserves the right to require the contractor to furnish a certificate(s) of insurance from his agent(s) at any time before or during progress of the work.

INSURANCE-STATEMENT

This is to certify that we carry the Workmen's compensation & Employer's Liability Insurance & General Liability Insurance and Automobile Liability Insurance as outlined above with: Company(s).

Bid or Request for Quotation

Number 50006-17

SIGNED: _____

FIRM: _____

TITLE: _____

DATE: _____