



BID NUMBER

SB #7602

DATE:

04/06/20

NORTHWESTERN STATE UNIVERSITY

Business Affairs – Purchasing Section
St. Denis Hall/ 200 Sam Sibley Dr.
Natchitoches, Louisiana 71497
(318) 357-4496 Fax: (318) 357-4378

INVITATION FOR BID: Sealed bid, subject to the conditions herein stated and attached hereto, will be received at this office until 2 pm Thursday, May 21, 2020 and then publicly opened for furnishing the items and/or services as described below for Northwestern State University:

DESCRIPTION

Re-bid Automated Vending
Contract- Ft. Polk Campus, Leesville, LA

BIDDERS PLEASE FILL IN ALL BLANK SPACES AND SIGN BELOW

Terms will be _____ and shipment will be received within _____ days after receipt of order.

In compliance with and subject to the conditions thereof, the undersigned offers and agrees, if this bid be accepted within thirty (30) days from date of opening, to furnish any or all of the items (or sections) at the price set opposite each item (or section).

VENDOR NAME

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

SIGNATURE AUTHORITY (Re: L.R.S. 39:1594(Act 121)

TITLE

FEDERAL TAX IDENTIFICATION NUMBER (FIN)

FAX NUMBER

DATE

ACCEPTANCE /AWARD

Date of Award and Execution

Reccomentation: _____

Approved: _____
William Phelps, Assistant Director of Purchasing

INSTRUCTIONS TO BIDDERS

1. Bid Forms: All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed. Bids submitted in the following manner will not be accepted:

1. Bid contains no signature indicating intent to be bound;
2. Bid filled out in pencil; and
3. Bid not submitted on NSU's standard forms.

Bids must be received at the address specified in the Invitation for Bids prior to bid opening time in order to be considered. Any bid received after bid opening time will be returned to sender unopened. 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.

2. Submission of Bids

Firms/individuals who are interested in providing services requested under this ITB must submit a bid containing the information specified in this solicitation. The bid must be received in hard copy (printed) version by the Purchasing Office on or before **(2:00 PM)** Central Daylight Time on the date specified. FAX or e-mail submissions are not acceptable. Bidders mailing their submittals shall allow sufficient mail delivery time to ensure receipt of their submittal by the time specified. The submitted bid must be delivered at the Bidder's expense to:

Attn: Dale Martin
Director of Purchasing
Business Affairs/St. Denis Hall
200 Sam Sibley Drive
Northwestern State University
Natchitoches, Louisiana 71497

Submittals must have ITB reference number and contractor's license number clearly printed on all documents and shipping containers, failure to clearly label submittals may result in rejection.

For courier delivery, the street address above and the telephone number is (318-357-4496). It is solely the responsibility of each Bidder to ensure that their submittal is delivered at the specified place and prior to the deadline for submission. Submittals received after the deadline will not be considered.

NSU requests that **(1)** copy of the solicitation be submitted to the Purchasing Office at the address specified. The bid shall contain original signatures of those company officials or agents duly authorized to sign bids or contracts on behalf of the organization. A certified copy of a board resolution granting such authority shall be submitted if Bidder is a corporation. The bid with original signatures will be retained for incorporation in any contract resulting from this ITB.

3. Prices: The bidder must state the prices (written in ink, in figures) for which he proposes to furnish each item and shall show the total extended amount for each based on the quantities shown. In case, however, of conflict between the unit price and the extended amount, the unit price shall govern. Unit prices should be inclusive of any freight charges.

4. F.O.B: Bid should be FOB Destination/Agency, title passing upon acceptance of merchandise. Failure to comply with this requirement may disqualify your bid.

5. Standard of Quality: Any product or service bid shall conform to all applicable Federal and State laws and regulations and the specifications contained in the ITB. Unless otherwise specified in the ITB, any manufacturer's name, trade name, brand, name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. 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 ITB.

6. Descriptive Information: Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for NSU Purchasing to evaluate quality, suitability, and compliance with the specifications in the ITB. Failure to submit descriptive information may cause bid to be rejected. Any change made to a 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 the item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

MANUFACTURER'S NUMBERS AND TRADE NAMES: Where manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Such name and number is meant to establish the standard, type, quality, style, etc. Northwestern State University shall be the sole judge as to whether or not the equipment offered is equal to that specified.

7. 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 72 hours after request is made. Information pertaining to completed files may be secured by visiting Northwestern State University Purchasing during normal working hours. Written bid tabulations will not be furnished.

8. Award: Award will be made to the lowest responsible bidder, taking into consideration the quality of the products to be supplied, their conformity with specifications, the purposes for which they are required, and the time for delivery. Northwestern State University Purchasing 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.

9. Purchase Order: If any bid or bids are accepted, an initial purchase order or orders for the entire number of units or part thereof, will be issued not later than thirty (30) days after receipt of bids by the Owner to the lowest bidder offering products which, in the opinion of the University, meet the requirements of these specifications.

10. Conditions of Purchase Orders: We will not in any manner be responsible for goods delivered or work done for our account without a written order. No allowance for boxing or crating. **If you cannot fill order as directed, return for advice.** Quantities in excess of the order may be returned or held subject to shipper's order, expense and risk. By accepting the order you hereby warrant that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agree that this warrant shall survive acceptance of the merchandise and that you will bear the cost of inspecting merchandise rejected. Northwestern State University reserves the right to purchase additional quantities at the same price, terms and conditions for a period of three months from the date of order based upon vendor acceptance.

11. Inspection and Acceptance: Upon delivery of each item to the Agency, inspection of the item will be made by Northwestern State University, or their representative, at the point of delivery, or in special cases, at point of origin. Acceptance of the item will be made after inspection determines that all requirements of the specifications and the proposal have been met.

12. Reject: All rejected goods will be at seller's risk and expense, subject to seller's prompt advice as to disposition. Unless otherwise arranged all rejected goods will be returned and charged back including all transportation and handling costs. All packages must reflect the NSU purchase order number or it will be refused and returned at vendor's expense.

13. Payment Terms: Cash discounts for less than 30 days or less than 1% or greater than 5% will be accepted, but will not be considered in determining awards. On indefinite quantity terms contracts, cash discounts will be accepted and taken but will not be considered in determining awards. Bids containing “payment in advance” or “COD” requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later. Invoices shall be submitted to: Northwestern State University, Business Affairs, Accounts Payable Section, St. Denis Hall, Natchitoches, LA 71497. We must pay from ORIGINAL, ITEMIZED invoices as required by the State Legislative Auditor.

14. U.S. Taxpayer Identification Number: Enter your taxpayer identification number in the appropriate space on the Specifications and Bid Form Page. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. **PAYMENT CANNOT BE PROCESSED WITHOUT YOUR TAX I.D. NUMBER.**

15. Taxes: The State is exempt from sales/use tax. Vendor is responsible for including all applicable taxes in the bid price.

16. New Products: Unless specifically called for in the ITB, 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 ITB. The manufacturer’s standard warranty will apply unless otherwise specified in the ITB.

17. Contract Renewals: Upon Agreement of Northwestern State University Purchasing and the contractor, an open-ended requirements contract may be extended for 2 additional 12-month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed 60 months.

18. Contract Cancellation: Northwestern State University reserves the right to cancel this contract with thirty (30) days written notice.

19. Default of Contractor: Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the Northwestern State University Purchasing has determined the contractor to be in default, NSU Purchasing reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting

20. Davis Bacon Act: The Davis-Bacon Act, United States Code, Title 40, Chapter 3, Section 276(a) requires all laborers and mechanics employed by contractors and subcontractors who work on construction projects financed federal assistance to be paid wages not less than those established by the Secretary of Labor for the locality of the project when required by federal grant program legislation.

21. Order of Priority: In the event there is a conflict between the Instructions to Bidders or General Conditions and the Special Conditions, the Special Conditions shall govern.

22. Applicable Law: All contracts shall be construed in accordance with governed by the laws of the State of Louisiana.

23. Discrimination and EEOC COMPLIANCE: The contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of 1972, Federal Executive Order 11246, the 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 of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act

1972, and contractor agrees to abide by the requirements of the Americans With Disabilities Act of 1990: Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or in accordance with KBB 2004-54 because of an individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

24. Standard Preference:

A. In accordance with Louisiana Revised Statutes 39:1595, a preference not to exceed 10% may be allowed for paper and paper products manufactured or converted in Louisiana of equal quality. For paper supplied in wrapped reams, each carton and each individual ream shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper is manufactured or converted. For paper and paper products supplied in bulk or in other forms, the smallest unit of packaging shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper or paper product is manufactured or converted.

Do you claim this preference? Yes _____
Specify Item Number(s) _____

Name and location within Louisiana where such paper or paper product is manufactured or converted:

B. A preference not to exceed 10% may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.

Do you claim this preference? Yes _____
Specify Item Number(s) _____

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

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

Yes: _____ No: _____

[**Note:** If more space is required, include on separate sheet. Failure to specify above information may cause elimination from preferences. Preferences shall not apply to service contracts.]

25. Scope of Contract: Furthermore submittal of any terms and conditions contrary to those of the State of Louisiana may cause your bid to be rejected. By signing this form terms and conditions which may be included in your bid are nullified, and contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

(Members of firm or person authorized to sign bids for corporation)

BIDDERS MUST SIGN IN INK

I M P O R T A N T

Signature Authority: In Accordance with L.R.S.39:1594 (Act 121), the person signing the bid must be:

1. A current corporate officer, partnership member of other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
 2. **An individual authorized to bind the vendor as reelected by an accompanying corporate resolution, certificate or affidavit; or**
 3. **An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.**
- By signing the bid, the bidder certified compliance with the above.

WE ARE AN EQUAL OPPORTUNITY UNIVERSITY

INDEMNIFICATION AGREEMENT

The _____ agrees to protect, defend, indemnify, save, and hold harmless the
(Contractor/Subcontractor/Lessee/Supplier)
 State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents,
 servants and employees, including volunteers, from and against any and all claims, demands, expense and
 liability arising out of injury or death to any person or the damage, loss or destruction of any property
 which may occur or in any way grow out of any act or omission of _____,
(Contractor/Subcontractor/Lessee/Supplier)
 its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by
 _____ as a result of any claim, demands, and/or causes of action
(Contractor/Subcontractor/Lessee/Supplier)
 except those claims, demands and/or causes of action arising out of the negligence of the State of
 Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or
 employees. _____ agrees to investigate, handle, respond to, provide
(Contractor/Subcontractor/Lessee/Supplier)
 defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs
 and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? ____ Yes ____ No

Contract No. _____ for _____
State Agency Number and Name

PURPOSE OF CONTRACT: _____

NORTHWESTERN STATE UNIVERSITY
NATCHITOCHEs, LA 71497

Northwestern State University desires to enter into an exclusive **Automated Vending Contract** inclusive of beverages, snacks and food items on the **Ft. Polk Campus**, Leesville, LA.

TERMS OF CONTRACT: The length of this contract will be for the period July 1, 2020 through June 30, 2023. At the option of the University and acceptance by the Contractor, the contract may be renewed for two additional twelve (12) month periods at the same price, terms and conditions. This multi-year contract will be canceled only if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first; however, this does not affect either the University's rights or the Contractor's rights under any other termination clause in the contract. The contract may be terminated by either party with sixty (60) days written notice.

COMPENSATION TO UNIVERSITY: Compensation to the university shall be based on an annual guarantee. Applicable federal, state, and municipal taxes and permits shall be paid by the Contractor.

VENDING PRICES, MINIMUM PORTIONS AND PRODUCT SPECIFICATIONS: Vending prices, minimum portions, and product specifications will be comparable to vended items within the market area of the University and must be approved by the University. All items vended are to be limited to those enjoying national and local acceptances.

Beverages vended shall include Coca-Cola™ and a minimum of six (6) other soft drinks and natural juice selections.

Snack items shall include candy, nuts, gums, mints, cookies, chips, and pastries.

Food items shall include a variety of hot and cold fresh food items. The bid shall include a comprehensive list a food items with portion size, merchandising schedule, price, and maximum commissary-prepared food items.

Changes in product prices, portions, and specifications must be submitted to the University in writing for approval prior to implementation.

EQUIPMENT: All vending machines must be approved by the University prior to installation. The University requires all equipment to be in good operating condition, similar design, and sturdy and equipped with electronic coin/bill changer mechanisms. The equipment maybe new and/or updated. New equipment shall be of most recent model and not manufactured prior to 2006, and be equipped with electronic sales totalizers capable of providing digital display of total sales. Updated equipment shall be 2012 models or more recent and shall be rebuilt and reconditioned prior to installation.

Machines shall be equipped with non-reset item sale counters. The University shall designate when machines in service shall be rebuilt, reconditioned, or replaced. The vending machines shall be the same height and be compatible in terms of décor when two or more machines are placed in the same location except as otherwise mutually agreed by University and Contractor.

Equipment must be installed in unified banks with necessary spacers, headings, paneling, and decorations provided at Contractor's expense.

Where necessary, utilities shall be brought to the equipment by the University. The contractor shall be responsible for paying the cost of connecting the equipment to the provided utility source and other installation costs.

The contractor will be required to provide the University with a written plan of preventive maintenance and replacement of worn, damaged, or malfunctioning equipment, which will be instituted and carried out by the contractor during the term of the contract.

Scaled Bid # 7602

The contractor shall provide equipment maintenance and repair 24 hours a day, seven days a week. Equipment that cannot be returned to full service within 72 hours of notifications shall be replaced with comparable equipment of like quality until original equipment is returned to service. A telephone number to call in the event a machine is not in operation or out of products shall be prominently displayed on each machine.

SPECIAL VENDING REQUIREMENTS: The University is continually striving to enhance and/or upgrade the debit card system to provide its community with a state of the art debit card system. The successful bidder will be required to upgrade machines to include debit card readers to accommodate the current system or any new system that the University purchases.

The following are basic requirements that the successful bidder must meet in order to integrate with the University's current debit system:

- Machines must support an Online Vending Reader compatible with, and approved for use with Heartland 1Card System.
- The vending machines must be able to support an industry standard IMDB controller (for Multidrop Bus Vending Machines) or must support the multi-price/single-price readers available from Heartland 1Card Systems. Single-price machines have 8 pin Jones plugs (Large Connectors) while multi-price machines have 12 or 15 pin Jones plugs.
- Vending machines that will be online for the University's One card system must include the card reader and cabling for proper operation of the card reader in the vending machines.
- Vendor will be responsible for commissioning and maintenance of card readers, controllers and cables.

Responder may contact the One Card Office at 318-357-5131 or gjeringm@nsula.edu , for more information regarding the Vending Machine card readers. The successful bidder will be fully responsible for the costs associated with this requirement. The successful bidder shall provide personnel knowledgeable of debit card acceptor maintenance, operation and use of the University card system.

The accounting for debit card transactions will be determined and agreed upon by the successful bidder and the University **prior** to installation of the debit card acceptors. All money spent in vending machines through the debit card program will be refunded to the vendor on a monthly basis.

LOCATION OF MACHINES: The University has the exclusive right to designate where machines are placed and the number of machines in each location. Request to remove or replace unprofitable machines from a location must be submitted in writing for University approval.

The successful Contractor will provide machines for different vending locations on the Shreveport campus.

Initial and subsequent equipment installation shall be identified by equipment serial number, manufacturer, meter reading, and location for the permanent files of the University. Prior to any vending equipment changes or relocations, University approval must be requested in writing.

OPERATIONS AND SERVICE: The machines shall be operated during the entire year but with reduced locations and/or selections arrived at by mutual agreement for the summer session and University vacations.

In addition to the necessary operation instructions, the Contractor shall provide each machine location with information to the user where malfunction reports, products quality comments and refund requests can be made.

The Contractor shall supply products to the equipment a minimum of three days per week Monday, Wednesday, and Friday between the hours of 7:00 a.m. and 4:30 p.m. during the fall and spring semesters. A mutually agreed upon service schedule will be developed during the summer sessions and vacations. If specific locations require more frequent service than three times per week to maintain an adequate product variety, the Contractor will make necessary arrangements to provide satisfactory service, 24 hours per day.

The Contractor must provide factory-trained repairmen and well-qualified, uniformed route men available 24 hours per day, seven days per week for emergencies.

GENERAL SPECIFICATIONS

REFUNDS: Refunding patrons for money lost in the machines shall be the responsibility of the Contractor. In those locations where personnel are available, the University will make refunds on behalf of the Contractor and provide an accounting.

SUBCONTRACTING: The successful bidder shall not subcontract any part of this contract without written approval of the University.

The successful bidder shall:

1. Maintain his facilities and conduct his business in compliance with state and local laws appertaining thereto and in conformance with general University business policies and practices.
2. Agree that he will contract for goods, services, and employment in his firm's name and will not implicate the University directly or by inference in these transactions.
3. Agree that during the terms of this contract he and his employees will conduct themselves in a careful and prudent manner and that he will not permit the University facilities placed at his disposal to be used for purposes other than the operation and service of automated vending machines.
4. Maintain separate and distinct records on each machine. Posts prominently on the inside of each vending machine the standard inventories or items. The University reserves the privilege of accompanying the contractor's employees on service calls and when meter counts and collections are made at a time determined by the University.

Furnish the Director of Auxiliary Services a detailed accounting of each machine by the 20th of each month covering the operation of the preceding month.

Records of the Contractor will be subject to inspection by a designated representative of the University.

5. Make annual payment to Business Affairs by the 20th of the first month covering the operation of the contracted year.
6. Be solely responsible for machines placed in the designated locations, and the products within the machines, as well as machine receipts, and the University will in no way be liable for destruction or theft of the property of the Contractor through vandalism or any other cause. The University will cooperate to that extent it deems feasible in guarding against such occurrences.
7. Purchase all licenses necessary for the conduct of these operations and shall pay local, state, and federal taxes applicable to the operation of this contract.
8. Agree that upon the termination of the contract the Contractor shall remove his equipment and surrender the premises in as good condition as when received, ordinary wear and use excepted. (Ordinary wear and use will be determined by the University.)
9. It is agreed that the Legislative Auditor of the State of Louisiana shall have the right to audit all accounts that relate to this contract.

BID Form
Automated Vending Contract
Ft. Polk Campus
Leesville, Louisiana

Contract Period 07/01/20 to 06/30/23

To: Northwestern State University
Business Affairs-Purchasing Section
St. Denis Hall
Natchitoches, LA 71497

To Whom It May Concern:

The undersigned certifies that he/she has carefully examined the specifications, terms, and conditions hereto attached and hereby proposes to furnish said services at the guarantee stated below according to same. Minimum annual guarantee is \$1,000.

**The University will select the bidder with the highest annual guarantee rate provided the bid is responsive and the bidder is responsible.

TOTAL
BID
AMOUNT _____ \$ _____
(Words) (Figures)

VENDOR NAME

SIGNATURE (Re: L.R.S. 39:1594(Act 121))

ADDRESS

TITLE

CITY, STATE, ZIP

FEDERAL TAX IDENTIFICATION NUMBER (FIN)

DATE