

Invitation for Offer



SOLICITATION NO: **40023-S23006**
ISSUE DATE: June 14, 2022

BID OPENING DATE AND TIME:
July 28, 2022 @ 11:00 AM CST

RETURN SEALED OFFER TO:

NORTHSHORE TECHNICAL
COMMUNITY COLLEGE
LACOMBE CAMPUS
65556 CENTERPOINT BLVD
LACOMBE, LA 70445

PURCHASING MANAGER: SHARON JONES

PHONE: 985-545-1225
FAX: 985-545-1281

SharonJones@NorthshoreCollege.edu

FISCAL YEAR: 23

**FILL IN VENDOR NAME AND
ADDRESS ABOVE BEFORE SUBMITTING**

48110000 – Vending Machines; 72151803 – Vending Machine Installation & Maintenance Services

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE INVITATION FOR OFFER, INCLUDING ALL TERMS AND CONDITIONS, SPECIFICATIONS, AND ATTACHMENTS
2. FILL IN ALL BLANK SPACES
3. ALL OFFER PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTION, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.
4. BIDS CONTAINING "PAYMENT IN ADVANCE" OR C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. SPECIFY YOUR PAYMENT TERMS: _____. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.

THE BIDDER CERTIFIES:

- COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.
- THIS OFFER IS MADE WITHOUT COLLUSION OR FRAUD.
- THAT IF MY OFFER IS ACCEPTED WITHIN _____ DAYS FROM INVITATION FOR OFFER CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION)
- DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.
- OFFERS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION AND ATTACHMENT (S).
- IMPORTANT: BY SIGNING THE OFFER, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS OFFER IS MADE WITHOUT COLLUSION OR FRAUD. THIS OFFER IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR. ALL OFFER INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

VENDOR TELEPHONE NUMBER: _____ VENDOR FAX NUMBER: _____

E-MAIL ADDRESS: _____

PRINTED NAME/TITLE: _____

SIGNATURE: _____ DATE: _____

1. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ON PAGE 1.
2. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON AND IN ACCORDANCE WITH THE BID FORMS PROVIDED AND PROPERLY SIGNED.
3. BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING DATE AND TIME IN ORDER TO BE CONSIDERED. LATE BIDS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.
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.
5. AWARDS: NTCC 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. NTCC RESERVES THE RIGHT TO REMOVE LINE ITEMS FROM THE AWARD WITH 30 DAY NOTICE WHEN IT IS DEEMED TO BE TO THE BEST INTEREST OF THE STATE.
6. PRICES: UNLESS OTHERWISE SPECIFIED BY NTCC 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. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC) AS SPECIFIED IN THE BID. CONDITIONAL BIDS ARE SUBJECT TO REJECTION IN WHOLE OR IN PART.
7. 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 NTCC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED.
8. SAMPLES MAY BE REQUIRED TO SHOW THE CHARACTERISTICS OF THE ITEMS OFFERED IN THE BID. WHEN REQUIRED, SAMPLES MUST BE RECEIVED FOR BID OPENING, FREE OF EXPENSE TO THE STATE. UPON REQUEST, SAMPLES MAY BE RETURNED AT THE BIDDER'S RISK AND EXPENSE.
9. CONTRACT RENEWALS: UPON AGREEMENT OF NTCC AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.
10. NTCC RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH A THIRTY (30) DAY WRITTEN NOTICE.

SCHEDULE OF EVENTS:

June 16, 2021 – Invitation for Offer Issued

July 5, 2021 at 5:00 PM CST – All questions regarding IFO must be submitted in writing

July 11, 2021 – Addendum will be issued to answer all questions received in writing

July 28, 2021 at 11:00 AM CST – Public Opening

Location: Northshore Technical Community College

65556 Centerpoint Blvd.,

Lacombe, LA 70445

Room 105

Preferences: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____

SPECIFY THE LINE NUMBERS: _____

SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED:

DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES: _____ NO _____

IF SO, DO YOU CERTIFY THAT AT LEAST 50% OF YOUR LOUISIANA WORKFORCE IS

COMPRISED OF RESIDENTS OF LOUISIANA? YES: _____ NO: _____

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES BIDDERS REPRESENTATION.

IN MAKING YOUR OFFER, EACH BIDDER REPRESENTS THAT: YOU HAVE READ AND UNDERSTOOD THE INVITATION FOR OFFER DOUCMENTS AND YOU OFFER HAS BEEN MADE IN ACCORDANCE HEREWITH: YOU HAVE VISITED EACH SITE, AND HAVE FAMILIARIZED YOURSELF WITH THE LOCAL CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED.

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 "AUDIT REQUIREMENTS IN SUBPART F OF THE OFFICE OF MANAGEMENT AND BUDGET'S UNIFORM ADMIINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS" (FORMERLY OMB CIRCULAR A-133). A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED AT WWW.SAM.GOV .

THE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OF LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE INVITATION FOR OFFER.

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

PURPOSE:

The purpose of this “Invitation for Offer” (IFO) is to solicit proposals to engage the services of a qualified vending company to provide installation and servicing of vending machines, as well as the sale of products through those vending machines for the campuses of Northshore Technical Community College (NTCC) as identified below:

Lacombe Campus

65556 Centerpoint Blvd
Lacombe, LA 70445
David Revere
985-545-1210
DavidRevere@NorthshoreCollege.edu

Sullivan Campus

1710 Sullivan Dr
Bogalusa, LA 70427
Pamela Welch
985-545-1405
PamelaWelch@NorthshoreCollege.edu

Hammond Area Campus

111 Pride Drive
Hammond, LA 70401
Joseph DeBate
98-545-1517
JosephDeBate@NorthshoreCollege.edu

Florida Parishes Campus

7067 Hwy 10
Greensburg, LA 70441
Heath Rohner
985-545-1714
JerridRohner@NorthshoreCollege.edu

Livingston Campus

11640 Burgess Ave.
Walker, LA 70785
Meilenn Weiss
985-545-1801
MeilennWeiss@NorthshoreCollege.edu

SITE VISITATION:

In order to make an informed proposal, the bidders shall visit each campus site listed above to evaluate the specific needs of the campus. **Site visitation is by appointment only.** Site visitation forms, which are included in this IFO packet, shall be completed and signed by the bidder **and** the **designated** NTCC site representative who is listed above. Vendors who do not submit the completed site visitation forms with the designated NTCC representative’s signature may be disqualified from the IFO, and not be considered for award.

TYPE OF CONTRACT:

This Service Agreement serves to provide vending products to include options such as; hot foods, cold foods, coffee, ice cream, sodas, juice, water, and snacks, including delivery, maintenance, cleaning, repair, and/or replacement of vending machines owned, leased, or contracted by the Vendor. Vending products available for sale through this Service Agreement must also include healthy, nutritional food choices. Guidance as to what foods constitute healthy choices is available at the following website: <http://www.pbrc.edu/training-and-education/vending-list/>

This vending machine service agreement is governed by the IFO documents, ATTACHMENT A, which is incorporated into this IFO as well as the state of Louisiana Procurement Code.

The Issuing Office, in its sole discretion, will award a service agreement to the Vendor whom, in the judgment of the Evaluation Committee, proves to be qualified, responsible and capable of fulfilling the responsibilities attendant to the vending machine service agreement, and whose offer is determined to be the best offer for the College.

ISSUING OFFICE:

NTCC has issued this IFO on behalf of all its campuses. The point of contact is at the Lacombe Campus:
Northshore Technical Community College
Lacombe Campus
65556 Centerpoint Blvd
Lacombe, LA 70445
Attention: Sharon Jones

All inquiries regard this IFO are to be referred to the Purchasing Manager via email at:
SharonJones@NorthshoreCollege.edu

SCOPE OF WORK:

This Service Agreement will be awarded to a Vendor whose proposal demonstrates that the Vendor has more than five years of successful experience providing vending machine services, as defined in this IFO, and is a responsive, responsible vendor whose services are the most advantageous to the needs of NTCC. NTCC is seeking a single source, full management program, which will provide vending machine services/commissions to all NTCC sites as previously listed.

The selected Vendor will be responsible for all aspects of vending machine services on designated NTCC property. Vendor responsibilities under the Service Agreement include, but are not limited to:

- Installation, maintenance and replacement of vending machines and associated equipment as needed or as directed by NTCC, which shall be secured in a manner where they will cause no damage to floors and walls.
- Procure and keep in effect, at the vendors expense, all necessary permits and licenses required for performance under service agreement, and display in a prominent place such permits and/or notices as are required by law.
- Sale and management of products through vending machines;
- Regular inspection of vending machines/sites and collection of vending machine proceeds;
- Maintenance of accurate records regarding machine receipts, machine maintenance, applicable health, safety or other certifications as may be required by law;
- Timely submittal to individual Deans of Campus Administration of reports reflecting revenue, disbursements, calculation of gross sales and commissions, vending machine activity, and other customer service or problem resolution activity as may have occurred during the reporting period;
- Reports are to be accompanied by commission payments payable to the NTCC campus as applicable, equal to an amount no less than the percentage of monthly gross sales or per unit sold as stipulated in the executed service agreement.

COMMISSION:

Vendor shall quote the percentage of commission rate that the Vendor shall pay NTCC based on the gross sales (defined below). Commission may also be quoted in a per item sold format. The Vendor will be responsible for payment of all costs (labor, equipment, materials, taxes, license fees, maintenance, bonds, insurance, etc.) necessary to execute the designated service agreement in full conformity with the IFO. The Vendor shall be responsible for any and all applicable Federal, State, Parish, Municipal or other taxes. Vendor shall quote the same commission rate for all campuses listed in IFO.

The Vendor shall submit, at the least, quarterly commission checks with a detailed report. The report should include monthly gross sales and commissions per location, per machine, per month. The report shall be received by NTCC no later than the 15th of the month following the end of the previous month/quarter.

“Gross sales” is defined as the total invoice value of sale, before any deductions. E.g. sales tax, customer discounts, returns, or expense allowances.

The Vendor’s quoted commission must be consistent through the entire pricing range as listed on Exhibit A.

The Vendor's quoted commission is equally applicable to all machines the Vendor services regardless of the products dispensed.

Detailed information regarding Vendor reporting responsibilities, reporting schedules, reporting format, reporting mechanisms, etc. is presented in ATTACHMENT A of this IFO and will be incorporated into the award of this service agreement.

All covered NTCC locations identified at the time of the award will be included in the final service agreement. Increases in the number of covered locations will be incorporated into that contract by way of subsequently-approved, written amendments. The number, type, and locations of machines will fluctuate and no minimum is guaranteed.

At the discretion of NTCC, locations noted above now, or in the revised list at a later date, may be removed from this list.

Vending machines covered under the service agreement resulting from this IFO, regardless of being owned or leased equipment, must comply with the following:

- All vending machines are, and will remain, the property and responsibility of the Vendor.
- The Vendor will take such action as is reasonably required for the protection of the vending machines against loss, pilferage or destruction;
- The Vendor and all vending machines at all NTCC locations must be fully insured against loss, damage, and theft. The Vendor must also be fully insured against personal injury liability associated with its vending machines and their use at all NTCC locations.
- Evidence of required insurance coverage must be presented with Vendor's response to this IFO;
- All vending machines must be maintained in proper mechanical and electrical working order at all times;
- All vending machines must be cleaned, fully stocked, secured, energy efficient, and maintained in safe and sanitary condition to the satisfaction of NTCC and in compliance with prevailing laws and regulations.
- All vending machines must be Americans with Disabilities Act (ADA) compliant;
- All vending machines provided by the Vendor must be equipped with energy misers, non-resettable cash counters and outfitted with industry-standard, web-based data format tracking system in order that they specifically provide real time sales information;
- Vending machines will be equipped with dollar bill validating, coin counters, credit/debit card option, locks on doors and coin boxes.

Vending machines not equipped and/or maintained in the manner consistent with the requirements of this IFO will be determined unacceptable. Failure to abide by the stated requirements will result in the termination of the vending machine services agreement.

NOTE: Vendor will provide a price list reflecting the snacks, beverages, healthy choices, nutritional foods, hot foods, and cold foods it will offer in covered vending machines Labeled as **Exhibit A**. NTCC will determine the acceptability of proposed items and prices.

Changes of product prices from those shown in Exhibit A, are not permitted without prior written consent granted by the Purchasing Manager. If the Vendor wishes to offer a new product (s) or offer product (s) in a package size not listed in Exhibit A, the Vendor must provide an updated product list/pricing schedule and obtain written approval

from the Purchasing Manager for the product price and continue to remit NTCC its commission at the rate quoted in the bid. **Any pricing changes must be negotiated and mutually agreed upon at the renewal date of this service agreement.** If a mutual agreement cannot be obtained, the agreement will not be renewed and NTCC will rebid this service agreement.

The percentage rate used to calculate vending machine commissions and proposed by a Vendor in response to this IFO:

- Must be consistent through the entire pricing range as presented in Exhibit A;
- Will not be reduced or recalculated following the effective date of the contract resulting from this IFO.

Vendor is encouraged to explore and suggest upgrades, additions, and improvements to each vending machine location in order to maximize profitability. As the need for changes and/or improvements to equipment is identified, the Vendor must consult with NTCC Purchasing Manager about the proposed changes.

Written approval is required for the Vendor to change, remove, or add vending machines at any location. Such approval must be secured in writing from the NTCC Purchasing Manager.

VENDOR PRIOR EXPERIENCE SUBMITTAL:

This information will contain at a minimum the following:

Five (5) Company Name and Addresses, Contact Information, Project Name, Project Start and End Dates, and brief description of the project: Use separate sheet for this information labeled **Exhibit B**. Attach this sheet to the IFO response.

MOBILIZATION AND IMPLEMENTATION PLAN:

Vendors responding to this IFO will include with its bid a Mobilization and Implementation Plan, beginning with the date of notification of contract award labeled as **Exhibit C**.

The Vendor's Mobilization and Implementation Plan must include the following elements:

- A detailed timetable for a mobilization and implementation period not to exceed thirty (30) calendar days beginning with the date of formal service agreement notification. This Plan must clearly demonstrate how the Vendor will have the service agreement executed and operational from the date of notification of the award. A clear timetable of activities to occur during that period must be included as part of the Mobilization and Implementation Plan.
- The Vendor's plan for the deployment and use of management, supervisory or other key personnel during the mobilization and implementation period. The Mobilization and Implementation Plan should show all management, supervisory and key personnel, who will be assigned to manage, supervise and monitor the Vendor's mobilization and implementation of the contract within the period of no more than thirty (30) calendar days from the service agreement award.
- The Issuing Office and Vendor will determine the appropriate snacks, beverages and/or any other vending product required for the NTCC sites covered by the contract. This will require close coordination with NTCC management and Vendor in order to insure access can be granted to as much vending machine space as needed. A successful Vendor's Mobilization and Implementation Plan will detail how the activity is to be accomplished.

NOTE: An incomplete or inadequate Mobilization and Implementation Plan may cause a Vendor's submitted offer to be considered non-responsive and may be grounds for rejection of the offer. The Mobilization and Implementation Plan, when approved by NTCC, will be incorporated into the awarded service agreement.

AWARD OF SERVICE AGREEMENT:

Any service agreement resulting from this IFO will be awarded to the Vendor whose proposal contains the combination of qualifications, prices of vended products, quality of service, references and commission that offers the best overall value to NTCC and its students by the Evaluation Committee.

OTHER:

Following the award of this service agreement, NTCC will notify its locations listed above that a new service agreement has been awarded and will identify the awarded Vendor. Upon expiration or termination of the resulting service agreement, the current Vendor will be notified that it will have thirty (30) days to remove all of its vending equipment from all of the vending locations at their own expense, and vacate the premises. Through this transition period, NTCC will contact the new Vendor and arrange for services to begin as soon as the previous Vendor vacates the premises. NTCC will coordinate the transition with the goal of minimizing downtime and insuring as little interruption of vending services as possible.

NTCC will ensure that its properties furnish all necessary electric and electrical service connections for operation of the approved vending machines. The final connections of electric, will be made by the Vendor.

ATTACHMENT A
Service Agreement Requirements

A. General Requirements:

1. Proposed Vending Company shall provide automatic currency/card operated vending machines for the following Northshore Technical Community College (NTCC) campus locations:
 - a. Lacombe Campus, 65556 Centerpoint Blvd., Lacombe, LA 70445;
 - b. Sullivan Campus, 1710 Sullivan Dr., Bogalusa, LA 70427;
 - c. Hammond Area Campus, 111 Pride Drive, Hammond, LA 70401;
 - d. Florida Parishes Campus, 7067 Hwy 10, Greensburg, LA 70441;
 - e. Livingston Campus, 11640 Burgess Ave., Walker, LA 70785;in accordance with the provisions of this Invitation for Offer (IFO) and such service agreement as may result from this IFO.
2. Awarded Vendor shall provide vending machine services for the locations as identified above and locations which may be added at later dates throughout the course of the vending machine service agreement. Issuing office reserves the right to add/remove NTCC locations as required.
3. For the purpose of this IFO, vending machine services shall include furnishing, installing, securing, stocking, maintaining, servicing, repairing and/or replacing vending machines at the above identified NTCC locations.
4. All vending machines shall remain the property of the Contractor. Contractor must remove all vending machines at its own expense, upon expiration/termination of the service agreement.

B. Vending Machine Specifications:

1. Within 30 days of the Award of Service Agreement, Vendor must install and have operational the quantity and types of vending machines as specified/required in this IFO. If circumstances warrant changes to the quantity, types and/or specifications of the vending machines, Vendor shall make the changes as required by the Issuing Office, including removal of, addition of, or other changes to vending machines, Vendor shall make such changes only upon receipt of written approval from the Issuing Office.
2. Vendor shall install attractive new vending machines or vending machines refurbished to "like new" condition. The position of the Issuing Office as to the acceptability of refurbished vending machines shall be final and binding on all parties.
3. Vendor shall remove and/or replace any vending machine which, in the opinion of the Issuing Office, have deteriorated to the extent that the machine is not mechanically able to provide reliable service, or the exterior of which has aesthetically deteriorated to the degree that it detracts for the décor of the site in which it is located.

4. Vendor must equip all vending machines with transaction counters that cannot be reset. The transaction counters must maintain a cumulative reading of all transactions for each vending machine in which all products are sold at different prices, the transaction counters must maintain a cumulative reading of all money accepted, less change returned. Transaction counters must be sealed and incapable of being reset without physical removal from the vending machine and disassembly of the counter. Vendor may not use any computer inventory and cash accounting software programs that contain an "r" factor (sales reduction calculation percentage) or any other type of program that effectively reduces the amount of commissions due to NTCC.
5. Title to the vending equipment required by the service agreement resulting from this IFO shall be held by and vested in the Vendor. NTCC shall not be liable in the event of loss, incident, destruction, theft, damage, etc. arising out of the ownership, selection, possession, operation, control, use, maintenance, delivery, return, and/or installation of the equipment provided by the Vendor. It is the Vendor's sole responsibility to obtain insurance coverage for such loss in an amount Vendor deems appropriate.

C. Product Specifications:

1. Vendor must maintain ample stock of all products dispensed in the vending machines.
2. Vendor assures that the majority of products vended under the service agreement resulting from this IFO are nationally advertised name brands of first quality.
3. If directed to do so in writing by the Issuing Office, Vendor shall remove products which do not, in the opinion of the Issuing Office, meet standards as referenced, or furnish additional products in contract-covered vending machines as customer demands change and new products become available.
4. Vendor must mark all perishable food products with a clearly visible expiration date, and must immediately replace all products that have expired or will expire prior to the next service date.

D. Specific Personnel and Service Requirements:

1. Vendor shall provide names and telephone numbers of service personnel to the Issuing Office and to the designated contact at each NTCC service location who oversees operation of the vending site (s) in order that machine malfunctions or problems may be reported immediately as well as contact information of the designated representative within the contractor's agency with which all official communication will be conducted.
2. Vendor shall provide a trained, experienced route service/sales person for the vending machine services covered by this IFO. That person must have relevant knowledge, skills and abilities to provide effective and efficient vending machine support and services.
3. Vendor is responsible for customer refunds. A uniform system of refunding money, must be in operation at all times, including the visible posting of refund instructions for

the customers, envelopes and other supplies needed to facilitate the customers' request for refund and prompt remittance of customers' refunds.

4. Vendor shall visibly post instructions for customers to report vending machine malfunctions.
5. Vendor's service employees shall comply with requirements of vending site location management regarding the stocking/servicing of the vending machines.
6. Vendor shall be responsible for obtaining security background checks for all personnel engaged in the servicing of, or support for, covered vending machines. Vendor is responsible for all costs associated with the security background checks.
7. Vendor must dispose of waste and maintain vending machines in compliance with standards of health and sanitation required by federal, state and local law or regulation.
8. Vendor will ensure that the area around the vending machines is clean and maintained in an orderly fashion to include, but not be limited to, the proper disposal of their trash, garbage and debris.

E. Accounting Requirements:

1. On a quarterly basis, at the least, Contractor shall return to the Issuing Office a percentage of commission of the **total gross sales**, from all service agreement-covered vending machines.

Total gross sale is defined as the total invoice value of vending machine sales **before** deducting customer discounts, returns, allowances or any other expenses.

Commissions stipulated in the contract resulting from the IFO shall be calculated monthly, with the cumulative total commissions submitted to the Issuing Office. Commissions shall be accompanied by a detailed fiscal report reflecting each individual month's vending machine gross receipts upon which the Vendor's commission payment is calculated.

2. Vendor's report shall include each machine's identification number, product, and the beginning and ending readings on the machine's transaction counter.
3. Vendor's reports shall be accompanied by the accurate commission payment that corresponds to the reporting time period.
4. Vendor shall submit required commission payments in the form of a check, cashier's check or USPS money order. Commission payment checks/money orders will be made payable to Northshore Technical Community College, (insert campus location and address). Commission payment checks will be annotated showing the beginning and ending dates of the reported commission.
5. Vendor shall be responsible for sales tax and shall not deduct such tax from the commissions paid to the Issuing Office.

6. Vendor shall use generally accepted accounting principles (GAAP) as promulgated by the American Institute of Certified Public Accountants in maintaining its fiscal records as related to the vending machine service agreement awarded through this IFO.

F. Other Contractual Requirements:

1. The service agreement expresses the complete agreement of the parties and shall be governed solely by the specifications and requirements contained in this document.
2. Service Agreement Amendment – Any change to the service agreement, whether by modification and/or supplementation, must be accomplished by a formal service agreement amendment signed and approved by and between the duly authorized representatives of the Issuing Office and the Vendor prior to the effective date of such modification. Vendor expressly and explicitly understands that no other method and/or no other document, including acts or oral communications by or from any person, shall be used or construed as an amendment or modification to the service agreement.
3. Service Agreement Period – The original service agreement period shall be as stated on page one of the IFO. The service agreement shall not bind, nor suggest binding NTCC or the Vendor for any contractual commitment in excess of the original service agreement period. Issuing Office has the right, at its sole option to renew the service agreement for two additional one-year periods, but not in excess of thirty-six (36) months, or any portion thereof.
4. Renewal Periods – Should the Issuing Office exercise the right of contract renewal, Vendor agrees that the rate of percentage commission and product prices shall be the same shown in the original contract.
5. Transition – Upon expiration, termination or cancellation of the service agreement, Vendor shall assist the Issuing Office to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to a successor organization designated by the Issuing Office. Vendor shall provide and/or perform responsibilities as follows:
 - a. Continue to deliver any part or all of the vending machine services in accordance with the terms and conditions, requirement and specifications of the contract for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the service agreement for the percentage commission set forth in the service agreement.
 - b. If Vendor assistance in the transition of vending machine services is not requested, Vendor shall discontinue providing vending machine orders or accepting new assignments under the terms of the contract on the date specified by the Issuing Office in order to insure the completion of such service prior to the expiration of the service agreement. Vendor will have a thirty (30) day period to remove all of its vending equipment from all the contract-covered vending machine locations then vacate those premises.

6. Insurance – Vendor must acquire and maintain adequate liability insurance in form(s) and amount(s) sufficient to protect the state of Louisiana, its agencies, its employees, its customers and general public against such loss, damage and/or expense related to the Vendor’s performance under the service agreement. Such insurance shall include the state of Louisiana and NTCC.
7. Authorized Personnel – Vendor shall employ with personnel authorized to work in the United States in accordance with all applicable federal and state laws.

If the Vendor is found to be in violation of this requirement or of applicable state, federal, and local laws or regulations, and if the Issuing Office has reasonable cause to believe that the Vendor has knowingly employed with persons who are not eligible to work in the United States, the Issuing Office shall have the right to cancel the service agreement immediately without advance notice and without incurring penalty or recourse.

Vendor agrees to fully cooperate with any audit or investigation by federal, state or local law enforcement agencies related to this requirement.

8. Vendor Status – Vendor shall represent himself/herself to the general public as an independent contractor offering vending machine services through a service agreement with the state of Louisiana and shall not represent himself/herself, or his/her employees, to be an employee of the state of Louisiana.

Vendor shall assume all legal and financial responsibility for taxes, FICA, employee benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc. and agrees to indemnify, save and hold the state of Louisiana, its agents and employees harmless from and against any and all loss; cost (including attorney fees): and damage of any kind related to such matters.

9. Property of State – All documents, data, reports, supplies, equipment and accomplishments prepared, furnished or completed by the Vendor pursuant to the terms of the vending machine services agreement shall become the property of the State of Louisiana, and hence public record. Any confidential or proprietary information should not be included in response to IFO. Upon expiration, termination or cancellation of the service agreement such information shall remain the property of the Issuing Office.

10. The state of Louisiana is not responsible for any liability incurred by the Vendor, the Vendor’s employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the Vendor.

G. Required Documents for Consideration:

1. Proposal letter entailing:
 - a. Introduction of Company

- b. Commission Schedule/Minimum Annual Commission Offer if Applicable
 - c. Campuses Served
 - d. Number of Machines per Campus Served
 - e. Refund Process for Customers
 - f. Refill Schedule
 - g. Maintenance and Upkeep plan
 - h. Any Other Unique Benefits/Services Offered
 - i. Added Value Offerings
2. Product and Price List (Exhibit A)
 3. References and Contact Information (Exhibit B)
 4. Mobilization and Implementation Plan as well as Exit Strategy (Exhibit C)
 5. Certificate of Insurance
 6. Signed Indemnification Waiver
 7. Site Visitation Form for Each NTCC Location Listed on IFO (5)



INDEMNIFICATION AGREEMENT

The Contractor/Vendor hereinafter referred to as PROVIDER shall execute the below Indemnification Agreement prior to rendering services.

PROVIDER agrees to protect, defend, indemnify, save and hold harmless the 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, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of PROVIDER, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by PROVIDER as a result of any claim, demands, and/or causes of action except of 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. PROVIDER agrees to investigate, handle, respond to, provide 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:

Provider (Name of Business)

Signature (Authorized Officer)

Title

Date Accepted

CONTRACT FOR: Northshore Technical Community College

CONTRACT NO.: _____

PURPOSE OF CONTRACT:



SITE VISIT FORM

This certifies that _____
(PRINT NAME)

Of _____ did visit
(PRINT COMPANY NAME)

The Northshore Technical Community College LACOMBE MAIN Campus

And viewed the site described in the bid specifications on

(DATE)

(SIGNATURE OF AGENCY REPRESENTATIVE FOR NTCC)

NTCC - FLORIDA PARISHES CAMPUS
NTCC - HAMMOND AREA CAMPUS
NTCC - LACOMBE CAMPUS
NTCC - LIVINGSTON CAMPUS
NTCC - SULLIVAN CAMPUS
NTCC - YOUTHBUILD BOGALUSA
NTCC - ADULT EDUCATION - MILITARY RD

Vendor Representative



SITE VISIT FORM

This certifies that _____
(PRINT NAME)

Of _____ did visit
(PRINT COMPANY NAME)

The Northshore Technical Community College SULLIVAN Campus

And viewed the site described in the bid specifications on

(DATE)

(SIGNATURE OF AGENCY REPRESENTATIVE FOR NTCC)

- NTCC - FLORIDA PARISHES CAMPUS
- NTCC - HAMMOND AREA CAMPUS
- NTCC - LACOMBE CAMPUS
- NTCC - LIVINGSTON CAMPUS
- NTCC - SULLIVAN CAMPUS**
- NTCC - YOUTHBUILD BOGALUSA
- NTCC - ADULT EDUCATION - MILITARY RD

Vendor Representative



SITE VISIT FORM

This certifies that _____
(PRINT NAME)

Of _____ did visit
(PRINT COMPANY NAME)

The Northshore Technical Community College FLORIDA PARISHES
Campus

And viewed the site described in the bid specifications on

(DATE)

(SIGNATURE OF AGENCY REPRESENTATIVE FOR NTCC)

NTCC - FLORIDA PARISHES CAMPUS

NTCC - HAMMOND AREA CAMPUS

NTCC - LACOMBE CAMPUS

NTCC - LIVINGSTON CAMPUS

NTCC - SULLIVAN CAMPUS

NTCC - YOUTHBUILD BOGALUSA

NTCC - ADULT EDUCATION - MILITARY RD

Vendor Representative



SITE VISIT FORM

This certifies that _____
(PRINT NAME)

Of _____ did visit
(PRINT COMPANY NAME)

The Northshore Technical Community College HAMMOND AREA Campus

And viewed the site described in the bid specifications on

(DATE)

(SIGNATURE OF AGENCY REPRESENTATIVE FOR NTCC)

- NTCC - FLORIDA PARISHES CAMPUS
- NTCC - HAMMOND AREA CAMPUS
- NTCC - LACOMBE CAMPUS
- NTCC - LIVINGSTON CAMPUS
- NTCC - SULLIVAN CAMPUS
- NTCC - YOUTHBUILD BOGALUSA
- NTCC - ADULT EDUCATION - MILITARY RD

Vendor Representative



SITE VISIT FORM

This certifies that _____
(PRINT NAME)

Of _____ did visit
(PRINT COMPANY NAME)

The Northshore Technical Community College LIVINGSTON Campus

And viewed the site described in the bid specifications on

(DATE)

(SIGNATURE OF AGENCY REPRESENTATIVE FOR NTCC)

- NTCC - FLORIDA PARISHES CAMPUS
- NTCC - HAMMOND AREA CAMPUS
- NTCC - LACOMBE CAMPUS
- NTCC - LIVINGSTON CAMPUS**
- NTCC - SULLIVAN CAMPUS
- NTCC - YOUTHBUILD BOGALUSA
- NTCC - ADULT EDUCATION - MILITARY RD

Vendor Representative

REQUIRED DOCUMENT CHECKLIST

- ___ PROPOSAL LETTER ENTAILING
 - COMMISSION SCHEDULE
 - CAMPUSES SERVED
 - NUMBER/TYPES OF MACHINES PER CAMPUS SERVED
 - REFUND PROCESS FOR CUSTOMERS
 - REFILL SCHEDULE
 - MAINTENANCE AND UPKEEP PLAN
 - ANY OTHER UNIQUE BENEFITS/SERVICES OFFERED

- ___ PRODUCT AND PRICE LIST (EXHIBIT A)

- ___ REFERENCES AND CONTACT INFORMATION (EXHIBIT B)

- ___ MOBILIZATION AND IMPLEMENTATION PLAN (EXHIBIT C)

- ___ CERTIFICATE OF INSURANCE

- ___ SIGNED INDEMNIFICATION WAIVER

- ___ SITE VISITATION FORM FOR EACH NTCC LOCATION LISTED IN ITB