

Bid Number: 40010-10575

Date: July 13, 2022

LOUISIANA DELTA COMMUNITY COLLEGE

Louisiana Delta Community College

7500 Millhaven Road

Monroe, LA 71203-6922

(318) 678-6290

INVITATION FOR BID: Sealed bid, subject to the conditions herein stated and attached hereto, will be received until August 8, 2022 @ 2:00 P.M.CST and then publicly opened for furnishing the items and/or services described below for the Campus of Louisiana Delta Community College.

DESCRIPTION:
PROVIDE SNACK VENDING
AS PER ATTACHED SPECIFICATIONS
PLEASE FILL IN ALL BLANK SPACES

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

In compliance with and subject to the conditions thereof, the undersigned offers and agrees if this bid be accepted within 60 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
(39:1594)

Signature Authority (RE: L.R.S.)

Address

Title

City, State and Zip

Tax Identification Number

Telephone Number

Fax Number

Louisiana Contractor's Number

Date

Acceptance/Award

Date of Award and Execution

Recommendation: _____

Approved: _____

Gayle Doucet
Chief Purchasing Officer

INSTRUCTIONS TO BIDDERS

1. Bid Forms

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

- A. Bid containing no signature indicating intent to be bound;
- B. Bid filled out in pencil; and
- C. Bid not submitted on the state'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 retained in bid file 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. Special Envelope

Ensure consideration, all bids should be submitted in the special bid envelope if furnished for that purpose. In the event bid contains bulky subject material, the special bid envelope should be firmly affixed to the mailing envelope.

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 IFB. Unless otherwise specified in the IFB, any manufacturer's name, trade name, brand name, or catalog number used in 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 this bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the IFB.

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 LDCC Purchasing to evaluate quality, suitability, and compliance with the specifications in the IFB. 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. LDCC shall be the sole judge as to whether or not the equipment/supply 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 will be examined within 72 hours after opening. Information pertaining to completed files may be secured by appointment only to the Purchasing Dept. at LDCC. Written bid tabulations will not be furnished. Copies will not be furnished.

8. Award

Award will be made to the highest qualified responsible bidder, taking into consideration the price, quality of the products/service, their capabilities with specifications, their demonstrated resources, and the time for delivery. LDCC reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and to 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 selected bidder offering products which, in the opinion of the LDCC, 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.

11. Inspection and Acceptance

Upon delivery of each item to the Agency, inspection of the item will be made by LDCC, 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 LDCC 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 discount 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: Louisiana Delta Community College, Accounts Payable, 7500 Millhaven Road, Monroe, LA 71203. We must pay from ORIGINAL, ITEMIZED invoices as required by the State Legislative

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 applicable taxes in the price.

16. New Products

Unless specifically called for in the IFB, 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 IFB. The manufacturer's standard warranty will apply unless otherwise specified in the IFB.

17. Contract Renewals

Upon Agreement of LDCC 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 36 months.

18. Contract Cancellation

LDCC reserves the right to cancel a contract with a thirty (90) days written notice. Cancellation can occur anytime, but will remain active until annual anniversary date.

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 LDCC Purchasing has determined the contractor to be in default, LDCC 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 contractor will be considered.

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 by 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 and governed by the laws of the State of Louisiana.

23. EEOC COMPLIANCE

By submitting and signing this bid, bidder certifies that he agrees to adhere to the mandates indicated by Title VI and VII of the Civil Rights Act of 1964, as amended; The Vietnam Era Veteran's Readjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973; Section 202 of Executive Order 11246, as amended; and The Americans with Disabilities Act of 1990. Bidder agrees to keep informed of any compliance with all federal, state and local laws ordinances and regulations which affect his employees or prospective employees.

24. 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.

25. 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.

26. 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).

27. 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.

28. ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

29. 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 product is manufactured or converted _____

B. A preference 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).

30. Preference for United States Products.

In accordance with the provisions of R.S. 39:1595.7, in the event a contract is not entered into for products purchased under the provisions of R.S. 39:1595, each procurement officer, purchasing agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of this chapter may purchase such materials, supplies, products, provisions, or equipment which are manufactured in the United States, and which are equal in quality to other materials, supplies products, provisions, or equipment, provided that all of the following conditions are met:

- (1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.
- (2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.
- (3) In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.
- (4) The vendor certifies that such items are manufactured in the United States.

For the purposes of this preference,

- (1) "Manufactured in the United States" means produced by a process in which the manufacturing, final assembly, processing, packaging, testing, and any other process that adds value, quality, or reliability to assembled articles, materials, or supplies, occur in the United States.

(2) "United States" means the United States and any place subject to the jurisdiction of the United States.

Do you claim this preference? _____ YES

Specify line number(s): _____

Specify the location within the United States where this product is manufactured:

(NOTE: If more space is required, include on a separate sheet.)

31. 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 the 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 IMPORTANT

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 relected 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 COLLEGE

**Combined Recommended Language for Invitations to Bid (ITB)
Veteran-Owned and Service-Connected Disabled Veteran-Owned (Veteran Initiative) and
Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Program**

This procurement has been designated as suitable for Louisiana certified small entrepreneurship participation.

The State of Louisiana Veteran and Hudson Initiatives small entrepreneurship programs are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Bidders that are not eligible for certification are encouraged to use Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship where sub-contracting opportunities exist. To be responsive to this solicitation, the bidder shall be either a Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship or have put forth a good-faith effort to use certified Veteran-Owned or Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship as sub-contractors(s). By signing and submitting this bid, the bidder certifies compliance with this requirement.

For a good faith effort, written notification is the preferred method to inform Louisiana certified Veteran Initiative and Hudson Initiative small entrepreneurship of potential subcontracting opportunities. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a current list of Hudson Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://www.prd.doa.louisiana.gov/osp/lapac/Vendor/srchven.asp>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "SmallE".

Copies of notification to at least three (or more) certified Veteran Initiative and Hudson Initiative small entrepreneurship will satisfy the notification requirements. Notification must be provided to the certified entrepreneurship by the bidder in writing no less than five working days prior to the date of bid opening. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact. If a certified Veteran-Owned or Service-

Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship was not selected, the bidder must certify and maintain written justification of the selection process. The state reserves the right to request confirmation of this information at any time.

In the event questions arise after an award is made relative to the bidder's good faith efforts, the bidder will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. (*Agencies should indicate their specific requirement, i.e. where to send information and when - with bid, after clear lien, etc.*)

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII.Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors.

If you are a Certified Small Entrepreneur (Hudson Initiative), Veteran Owned Small Entrepreneurs, or Service-Connected Disabled Veteran-Owned (Veteran Initiative) vendor, please state your Certification Number below.

Certification No./date of certification.: _____

LOUISIANA DELTA COMMUNITY COLLEGE
Monroe, LA 71203

Louisiana Delta Community College desires to enter into a contract to provide food vending machines and service (except for soft drinks) on Louisiana Delta Community College Campuses.

TERMS OF CONTRACT: The length of this contract will be for the period date of award through June 30, 2025. At the option of the College 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 cancelled 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 College'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 COLLEGE: Compensation to the College shall be based on whichever greater, a percentage of gross receipts of consumer prices or an annual guarantee. Gross receipts shall be defined as total collections from machines less refunds. 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 College and must be approved by the College. All items vended are to be limited to those enjoying national and local acceptances.

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 of food items with portion size, merchandising schedule, price and maximum product shelf life. A list of products and suppliers shall be included for commissary-prepared food items.

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

EQUIPMENT: All vending machines must be approved by the College prior to installation. The College requires all equipment to be in good operating condition, similar design, and sturdy and equipped with electronic coin/bill changer mechanisms. The equipment may be new and/or updated. New equipment shall be of the most recent model and not manufactured prior to 2005, and be equipped with electronic sales totalizers capable of providing digital display of total sales. Updated equipment shall be 2000 models or more recent and shall be rebuilt and reconditioned prior to installation.

Machines shall be equipped with not-reset item sale counters. The College 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 the College 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 College. 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 College 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.

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.

LOCATION OF MACHINES: The College 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 College approval.

The successful Contractor will provide machines for seven (7) locations at the LDCC campuses. Additional machines may also be required. The successful Contractor will provide at least (1) one Change Machine at each location.

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

OPERATIONS AND SERVICE: The machines shall be operated during the entire year but may have reduced locations and/or selections arrived at by mutual agreement for the summer session and College 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 routemen 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. The successful Contractor must leave at a minimum of \$15.00 in change for refunds in the Bursar's office located at each campus.

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

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 College business polices and practices.
2. Agree that he will contract for goods, services and employment in his firm's name and will not implicate the College 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 College facilities placed at his disposal to be used for purposes other than the operation and service of automated food vending machines.
4. Maintain separate and distinct records on each machine. Post prominently on the inside of each vending machine the standard inventory of items. Keys to all machines will be supplied to the College in order that tests for accuracy of inventories and commissions can be made at the option of the College. The College reserves the privilege of accompanying the Contractor's employees on service calls and when meter counts and collections are made at time determined by the College.

Receipts collected from equipment may be jointly counted by a method mutually agreed on by College and Contractor.

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

5. Make commission payment to the Bursar's Office or other designated personnel by the 20th of each month covering the operation of the preceding month.

Commission payments and statements are to be mailed to: LDCC Bursar's Office, 7500 Millhaven Road, Monroe, LA 71203

6. Be solely responsible for machines placed in the designated locations, and the products within the machines, as well as machine receipts, and the College will in no way be liable for destruction or theft of the property of the Contractor through vandalism or any other cause. The College 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 College.)
9. It is agreed that the Legislative Auditor of the State of Louisiana shall have the right to audit all accounts that related to this contract.
10. The machines used must display product in a first in, first out method.

The award is to be made to the bidder offering the highest percentage of gross receipts and/or the largest guaranteed annual lump sum minimum and who is in conformance with the intent of the specifications. The College will determine which overall bid is in its best interest.

If at the end of each contract year, the total payments made to the College for that year are less than the guaranteed annual lump sum minimum, the difference shall be paid to the College. Therefore, it is mandatory that bids be submitted on each provision, percentage and guarantee. In case of any discrepancy between the amount written in the bid and that given in figures, the amount in writing will be considered as the bid.

The service of candy, pastry, food, milk and snack vending machines will be completed by 8:00 a.m. in all areas.

The successful bidder shall provide vending machines for the following locations and any other as designated by the Director of Purchasing

The following is a list of machines and their locations. As stated previously, this quantity and their location may vary, Louisiana Delta Community College does not guarantee either.

Campus Locations:

**Louisiana Delta Community College
7500 Millhaven Road
Monroe, LA 71203**

Five (5) snack machines (Chips, Crackers, Candy, Pastry, Gum, Cup Noodle, and Mints)

Two (2) Dollar Changers (Large capacity machine for changing One and Five Dollar Bills to Coins).

**LDCC
Lake Providence Campus
156 Louisiana
Lake Providence, LA 71254**

Three (3) snack machines (Chips, Crackers, Candy, Pastry, Gum, and Mints)

One (1) Hot/Cold Food Machine (Turkey on wheat, ham & cheese on wheat, sausage biscuits, pizza, tuna salad, turkey and swiss sandwiches, twin chili dog, submarine sandwich, super cheeseburger, hot pockets, burritos, chicken nuggets, ½ pint of milk, soups, ham and cheese croissant, cup noodle, and other food items may be substituted or added as approved by the College) The dates must be checked weekly on food items and expired food items must be removed from the machine and replaced with fresh food items.

One (1) Dollar Changer (Large capacity machine for changing One and Five Dollar Bills to Coins).

**LDCC
Tallulah Campus
132 Old Highway 65S
Tallulah, LA 71282**

Two (2) snack machines (Chips, Crackers, Candy, Pastry, Gum and Mints)

One (1) Hot/Cold Food Machine (Turkey on wheat, ham & cheese on wheat, sausage biscuits, pizza, tuna salad, turkey and swiss sandwiches, twin chili dog, submarine sandwich, super cheeseburger, hot pockets, burritos, chicken nuggets, ½ pint of milk, soups, ham and cheese croissant, cup noodle and other food items may be substituted or added as approved by the College) The dates must be checked weekly on food items and expired food items must be removed from the machine and replaced with fresh food items.

One (1) Dollar Changer (Large capacity machine for changing One and Five Dollar Bills to Coins).

**LDCC
1710 Warren Street
Winnsboro, LA
71295**

Three (3) snack machines (Chips, Crackers, Candy, Pastry, Gum, cup noodle and Mints)

One (1) Dollar Changer (Large capacity machine for changing One and Five Dollar Bills to Coins).

LDCC
1010 James Street
Ruston, LA 71270

One (1) snack machine (Chips, Crackers, Candy, Pastry, Gum, cup noodle and Mints)

One (1) Dollar Changer (Large capacity machine for changing One and Five Dollar Bills to Coins).

LDCC
6376 Airport Road
Bastrop, LA 71220

One (1) snack machine (Chips, Crackers, Candy, Pastry, Gum, cup noodle and Mints)

One (1) Dollar Changer (Large capacity machine for changing One and Five Dollar Bills to Coins).

LDCC
609 Vocational Pkwy
West Monroe, LA 71292

Admin Bldg-

2 snack vending machines
1 ice cream/food machine
1 sandwich/food machine
TOTAL FOOD- 4 machines

One (1) Dollar Changer (Large capacity machine for changing One and Five Dollar Bills to Coins).

One (1) Hot/Cold Food Machine (Turkey on wheat, ham & cheese on wheat, sausage biscuits, pizza, tuna salad, turkey and swiss sandwiches, twin chili dog, submarine sandwich, super cheeseburger, hot pockets, burritos, chicken nuggets, ½ pint of milk, soups, ham and cheese croissant, cup noodle and other food items may be substituted or added as approved by the College) The dates must be checked weekly on food items and expired food items must be removed from the machine and replaced with fresh food items.

One (1) snack machine (Chips, Crackers, Candy, Pastry, Gum and Mints)

Trades Bldg- 1 snack/food machine
1 sandwich/food machine
TOTAL FOOD- 2 machines

One (1) Dollar Changer (Large capacity machine for changing One and Five Dollar Bills to Coins).

One (1) Hot/Cold Food Machine (Turkey on wheat, ham & cheese on wheat, sausage biscuits, pizza, tuna salad, turkey and swiss sandwiches, twin chili dog, submarine sandwich, super cheeseburger, hot pockets, burritos, chicken nuggets, ½ pint of milk, soups, ham and cheese croissant, cup noodle and other food items may be substituted or added as approved by the College) The dates must be checked weekly on food items and expired food items must be removed from the machine and replaced with fresh food items.

One (1) snack machine (Chips, Crackers, Candy, Pastry, Gum and Mints)

Barber Bldg-

1 snack vending machine
1 food vending machine
TOTAL FOOD- 1 machine

One (1) Dollar Changer (Large capacity machine for changing One and Five Dollar Bills to Coins).

One (1) Hot/Cold Food Machine (Turkey on wheat, ham & cheese on wheat, sausage biscuits, pizza, tuna salad, turkey and swiss sandwiches, twin chili dog, submarine sandwich, super cheeseburger, hot pockets, burritos, chicken nuggets, ½ pint of milk, soups, ham and cheese croissant, cup noodle and other food items may be substituted or added as approved by the College) The dates must be checked weekly on food items and expired food items must be removed from the machine and replaced with fresh food items.

One (1) snack machine (Chips, Crackers, Candy, Pastry, Gum and Mints)

Annual Sales June 1, 2020 – May 31, 2021 - \$24,316.53

Annual Sales June 1, 2021 – May 31, 2022 - \$35,666.17

**COMPENSATION INSURANCE, PUBLIC LIABILITY AND PROPERTY DAMAGE
INSURANCE, AS OUTLINED BELOW ARE REQUIRED IN THIS BID**

CONTRACTOR' S LIABILITY INSURANCE:

Proof of insurance should be supplied with this Quotation and will be required before work can commence. The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, it's agents, representatives, employees or subcontractors.

Insurance coverage specified below shall be furnished with the following minimum limits:

Workers Compensation

Workers Compensation Insurance shall be in compliance with the Workers Compensation Law of the State of the Contractor's headquarters. Employers liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the employers liability limit increased to a minimum of \$1,000,000. A.M. Best's Insurance Company rating requirement may be waived for Workers Compensation Coverage Only.

Commercial General Liability

Commercial General Liability Insurance, including personal and advertising injury liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The insurance services office (ISO) commercial general liability occurrence coverage form CG 00 01 (Current form approved for use in Louisiana), or equivalent, is to be used in the policy, claims made form is unacceptable.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (Current Form approved for use in Louisiana), or equivalent, is to be used in the policy. This Insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

A. The Agency, its, officers, agents, employees and volunteers shall be names as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (Current form approved for use in Louisiana) or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

B. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

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

D. The Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the policy limits.

Workers Compensation and Employers Liability Coverage

The Insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency

All Coverages

Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the Insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notification shall comply with the standard cancellation provisions in the Contractor's policy.

Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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

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

Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the project is located. Insurance shall be placed with the Insurers with a A.M. Best's Rating of A-:VI or higher. This rating requirement may be waived for Workers Compensation Coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best Rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

Verification of Coverage

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

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

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

Subcontractors

Contract shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's certificates at any time.

INDEMNIFICATION AGREEMENT

The _____ (Contractor) 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, 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), its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by

(Contractor) as a result of any claim, demands, and/or causes of action 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.

(Contractor) 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. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No _____ for **LOUISIANA DELTA COMMUNITY COLLEGE**
State Agency Number and Name

Purpose of Contract: _____

BID FORM

TO: Louisiana Delta Community College
Purchasing Department
7500 Millhaven Road
Monroe, LA 71203
Attn: Gayle Doucet

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 percentage/guarantee stated below according to same.

Commission Percentage of Gross
Receipts from all food vending sales _____**

Annual Guarantee _____

** It is pointed out that although the commission rate is a very important factor in awarding a contract of this nature, the College shall reserve the right to select the operator who in the College's opinion is best qualified on the basis of experience to provide the required service, all factors considered.

BIDDER'S INITIALS _____

BIDS MUST BE RETURNED TO THE FOLLOWING ADDRESS:

BOSSIER PARISH COMMUNITY COLLEGE
ATTN: GAYLE DOUCET
6220 EAST TEXAS STREET
BOSSIER CITY, LA 71111

LOUISIANA DELTA COMMUNITY COLLEGE

BID RESPONSE FORM

BIDDER'S NAME: _____

TELEPHONE NO. _____ FAX NUMBER: _____

ADDRESS: _____
MAILING CITY STATE ZIP

SCOPE: Provide SNACK VENDING as per attached Specifications and Requirements and bid response form.

Contract Term:

I/we do hereby acknowledge receipt of the following addenda (if any):

No. _____ Dated _____ No. _____ Dated _____

To The Vendor:

Whenever brand name specifications or catalogue numbers are used to describe the standard of quality, performance and other characteristics, the use of such specifications shall not restrict unless otherwise specified, the submission of equivalent products.

Taxes: Any taxes, other than state sales and use tax, shall be included within the bidder's unit price. The College is currently exempt from state sales and use tax.

Signature to the Bid Response Form shall be construed of acceptance of the Invitation to Bid in its entirety.

AUTHORIZED OFFICER: _____
Name) (Signature) (Print or Type)

TITLE: _____ DATE: _____

CERTIFICATION STATEMENT

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

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

Date: _____ Official Contact Name: _____

A. E-mail Address: _____

B. Telephone number with area code: () _____

C. Facsimile Number with area code: () _____

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

1. The information contained in its response to this ITB is accurate;
2. Bidder complies with each of the mandatory requirements listed in the ITB and will meet or exceed the requirements specified therein;
3. Bidder agrees to provide all tasks, services and deliverables listed in Scope of Services for the total cost stated on Bid Form;
4. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in the ITB.
5. Bidder confirms that its bid will be considered valid until award is made.
6. In making this bid, each bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
7. Bidder certifies, by signing and submitting a proposal of \$25,000 or more, that their company, any subcontractors, or principles are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov).

Title: _____

Official Company Name: _____

Federal Identification Number: _____

Street Address: _____

City: _____

State: _____ Zip: _____

SIGNATURE of Bidder's Authorized Representative: _____

(Signature MUST be HAND SIGNED and should be in BLUE ink)

Date: _____

