
Southern University and A & M College System
REQUEST FOR PROPOSAL

LEASE OF SPACE
FOR
Vending Operations



RFP/Solicitation Number: 10320

Proposal Opening Date: MAY 10, 2024

Proposal Opening Time: 10:30 AM

State of Louisiana
Southern University and A & M College System

Date of Issuance: APRIL 5, 2024

Issued by: Southern University and A&M College
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REQUEST FOR PROPOSALS FOR Vending Operations (SU SYSTEM)

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

Southern University (SU) was initially chartered as a land-grant institution by the Louisiana General Assembly in 1880. Since that time, the Southern University System (SUS) has evolved into not only one of the world's largest historically black colleges and universities (HBCUs), but is currently the only historically black multiple-campus system in the United States.

This system includes Southern University at Baton Rouge (SUBR), Southern University at New Orleans (SUNO), Southern University at Shreveport (SUSLA), Southern University Law Center (SULC), and the Southern University Agricultural Research and Extension Center (SUAREC). The Baton Rouge and New Orleans campuses are four-year degree granting institutions; the Shreveport campus is a two-year institution; and the SULC offers a doctorate of jurisprudence degree. The office of the SUS President is located on the Baton Rouge campus, along with other system offices.

The Southern University System's goal is to improve vending operation services for all of the campus communities in Baton Rouge, Shreveport, and New Orleans, LA. SUS desires to increase net revenues by maximizing the availability of vending services and by developing creative marketing and promotional strategies that are mutually beneficial to each campus and to the awarded respondent. Vending is established and maintained as an integral element of providing excellent service and convenience to students, faculty, staff, alumni, visitors and guests of the University.

1.1.1 Purpose

The SUS requests proposals from qualified vending companies hereinafter referred to as "contractor" or "vendor", desiring to manage the operation of the Snack or Other Machine Vending services on a nonexclusive basis. The SUS proposes to enter into a Vending Services Agreement whereby the successful respondent shall be granted the privilege of installing, maintaining, repairing, servicing, and supplying cash and card operable snack or other machines on the University's campuses. Vendors responding to this RFP must describe in detail Vending operational plans and other solutions offered by the vendor that would enable SU to offer first- class and relevant vending services to the students, faculty and administration.

1.1.2 Goals and Objectives

The SUS seeks to conduct business with a vendor or vendors that can demonstrate experience in Snack or other vending service operations and management in the higher education arena. The SUS desires to make vending services available to the system's communities as follows:

- Southern University Baton Rouge – Vending Operations which include a minimum of thirty-five (35) snack machines and one (1) other type machine as described in attachment E. The campus is open to receiving additional machines if applicable.

- Southern University New Orleans – Vending Operations which include twelve (12) snack machines, one (1) other type machine, and twelve (12) beverage machines as described in attachment E.
- Southern University Shreveport – Vending Operations which include twelve (12) snack machines, one (1) other type machine, and fourteen (14) beverage machines as described in attachment E.

Changes will be made for each campus as needed

These services are an integral element of the Universities’ goal of providing excellent service and convenience to students, faculty, staff, alumni, visitors and guests of the University. SUS will choose the option(s) regarding the best interest of all campuses.

1.2 Definitions

- A. Addenda—written or graphic documents issued prior to the proposal due date which clarifies, corrects or changes any or all of the contents of the RFP.
- B. Agency—any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this State authorized to participate in any contract resulting from this solicitation.
- C. Benchmarking—for the purposes of this RFP, is the practice of assessing the current operating environment of the SUS as a higher education institution in comparison to the performance of best-in-class peer institutions.
- D. Contractor—any person having a contract with a governmental body.
- E. Cost Savings—is a reduction in the projected/budgeted resources used for any activity or business process.
- F. Discussions—for the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- G. Effectiveness—is an external measure of process output or quality.
- H. Efficiency—is generally thought of as an internal measure of process operations, although improving efficiency may benefit stakeholders as well as the organization.
- I. Firm(s)—collectively refers to a corporation, partnership or joint venture and/or other business organizations.
- J. May—the term “may” denotes an advisory or permissible action.
- K. Must—the term “must” denotes mandatory requirements.
- L. Procurement—is the purchasing, buying or otherwise obtaining of any professional, personal, consulting, social service or any combination of these services.
- M. Proposer(s)—is any prospective banking institute, firm(s) or team(s) that will respond to this RFP.

- N. RFP—Request for Proposal.
- O. Scope of Services—is work to be performed under this RFP.
- P. Services—are rendered by a contractor including its time and effort; the act of performing work or providing machinery or equipment to furnish or produce a specific end product or result.
- Q. Shall\Will—the terms “shall” and “will” denote mandatory requirements.
- R. Should—the term “should” denotes a desirable action.
- S. State—the State of Louisiana.
- T. SUS- Southern University System
- U. University—refers to the Southern University System—Office of the President for the purposes of this RFP.
- V. Vendor— for the purposes of this RFP, is any contactor or proposer willing to provide requested services.

1.3 Schedule of Events

<u>Event</u>	<u>Date /Time (CT)</u>
1. <i>RFP mailed to prospective Proposers and posted to LaPAC</i>	<i>April 8, 2024</i>
2. <i>Site Visits (Non-mandatory but strongly urged)</i>	
<i>Campus:</i>	
<i>SUNO</i>	<i>April 16, 2024 @ 10:00 AM</i>
<i>SUBR</i>	<i>April 17, 2024 @ 10:00 AM</i>
<i>SUSLA</i>	<i>April 19, 2024 @ 10:00AM</i>
3. <i>Deadline to receive written inquiries</i>	<i>April 26, 2024 by 5:00 PM</i>
4. <i>Deadline to answer written inquiries</i>	<i>May 3, 2024 by 5:00 PM</i>
5. <i>Proposal Opening Date (deadline for submitting proposals)</i>	<i>May 10, 2024 @ 10:30 AM</i>
6. <i>Anticipated Intent to Award</i>	<i>TBD</i>
7. <i>Contract Negotiations</i>	<i>Week of May 27, 2024</i>
	<i>(tentative)</i>

SITE VISITS/TOURS (Site visits/tours will be on the three (3) Southern University Campuses)
(Non-Mandatory Site Visits but strongly urged)

Site Visit/Tour: *April 16, 2024 @ 10:00 AM*
Location: *Southern University New Orleans*
Administration Building
Conference Room # 306
New Orleans, LA 70126
(504) 286-5020

Site Visit/Tour: April 17, 2024 @ 10:00 AM
Location: Southern University Baton Rouge
Purchasing Department
J.S. Clark Administration Building, Annex
1st Floor East—James L. Prestage Drive
Baton Rouge, LA 70813
(225) 771-4587

Site Visit/Tour: April 19, 2024 @ 10:00 AM
Location: Southern University Shreveport
Leonard C. Barnes Administration Building
First Floor, Room A-23
Shreveport, LA 71107
(318) 670-6355

NOTE: Southern University reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.

1.4 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is available in PDF format.

It is the Proposer's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. The Southern University A & M College System is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

All proposals shall be received by the Southern University Purchasing Department **no later than the date and time shown in the Schedule of Events.**

Important - - The Proposer should clearly mark outside of envelope, box or package with the following information and format:

***Proposal Name:* RFP-VENDING OPERATIONS**
***Solicitation/RFP Number:* 50016-10320**
***Proposal Opening Date:* May 10, 2024 @ 10:30 AM**

Alternate Delivery: By mail or hand-delivery

Proposals may be mailed through the U. S. Postal Service to:
Mrs. Linda Antoine, Director
Southern University
Purchasing Department
J. S. Clark Administration Building Annex
Post Office Box 9534
Baton Rouge, LA 70813

Proposals may be delivered by hand or courier service to:
Mrs. Linda Antoine, Director

Return with Proposal (you may print on both sides)

Southern University
Purchasing Department
J.S. Clark Administration Building, Annex
1st Floor East—James L. Prestage Drive
Baton Rouge, LA 70813

Note: If you use the alternate proposal delivery (by mail or hand-delivery) include an original and 6 copies and USB, if applicable

Use link to submit proposal online:

Electronic system to submit RFQ:

<http://www.sus.edu/bidcertification>

Include original and a redacted copy, if applicable

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Southern University A & M College System is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY NAME OF PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.5 Proposal Response Format - REQUIRED

Proposals submitted for consideration must follow the format and order of presentation described below:

- A. **Mandatory Response Form:** Attachment D, Mandatory Response Form, must be the first page of the Proposer's Response to this RFP. Proposers must provide a schedule of proposed commissions and financial arrangements to be offered to the Southern University A & M College System. Other requirements such as refundable deposits, bid bonds, etc. if applicable should immediately follow the response form, and precede the required Cover Letter or Executive Summary.
- B. **Cover Letter or Executive Summary:** The cover letter should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

Proposer should indicate in the Cover Letter which of the following applies to the signer of this proposal.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Southern University Purchasing Department before contract award.**

2. The signer of the proposal is a representative of the Proposer authorized to submit this proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents must be attached to the Cover Letter.**
3. The Proposer has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the Southern University Purchasing Department before contract award.**
4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Southern University Purchasing Department.

The cover letter should also:

- Provide proposer's federal tax identification number;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

C. **Table of Contents:** Organized in the order cited in the format contained herein.

D. **Vendor Information:** Each Proposer should provide the following:

1. Information demonstrating the Proposer's background, experience and qualifications for operating vending machines.
2. A list of institutions currently serviced and their enrollments. Proposers should also identify local operations and provide a list of institutions whereby the proposer has done business within the past three years, and no longer has a contract for service.
3. References for at least three states, government agencies, or private firms for whom similar or larger scope of services are currently being provided. Include a contact person and telephone number for each reference.
4. Organizational chart of the proposer's management structure. Include information on staffing and management to be used.
5. Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).

E. **Operational Plan:** Each Proposer should provide information demonstrating their understanding of the nature and scope of this project regarding operational and work plans for implementation at all three site locations.

The operational plan should include:

1. Information describing the operating philosophy of the firm and in detail, the services and products to be offered or that will be provided.
2. Information describing the vendor's policies, procedures, strategies, and pricing structures relating to operations, implementations, customer service, organizational support services and system controls.
3. Information describing the management of operations relating to quality assurance, reporting, auditing and communication.
4. Information describing the technology that is to be used in the operation of the vending machines.
5. Information describing marketing plans for the campuses. Include any merchandising and promotional plans of operation and customer service if applicable. Include a list of minority owned vendors the firm currently does business with.
6. Any other information deemed pertinent by the Proposer.

F. **Financial Proposal:** The products supplied by the Proposer shall include nationally-advertised brands and shall include the following items. Proposals must indicate the percentage of gross sales, by category that the respondent proposes to return to the University.

1. Snacks:

- Candy, gum, and mints
- Crackers, cookies, chips, and snacks
- Milk and chocolate milk
- Fresh pastries
- Coffee, hot chocolate, and hot tea
- Microwave popcorn
- Other pastries
- Packaged sandwiches
- Canned food
- Other food items as approved by the University
- Soda & Other Beverages in separate machine

2. Other Items:

- Hair Products
- Technology Products
- Sundry Items
- Other Miscellaneous Items as approved by the University

Proposers must indicate a minimum guaranteed annual amount proposed to the University.

Proposals should describe any other monetary or non-monetary contributions to the University which the respondent proposes to make, including, but not limited to, promotions, contests, giveaways, products, awards, and scholarships.

Proposals must include complete product information, including, but not limited to, the identification of all products sold or distributed by the respondent and the pricing structure proposed by the respondent.

Proposals must include the method used to validate sales reports and information provided to the University. Proposer shall also provide details of any scholarship fund(s), student awards, etc. proposed.

- G. **Proposed Changes:** The Proposer shall submit all proposed modifications, substitutions, and exceptions in the last section of the proposal submitted. Any exceptions to the Contract terms presented in this document are to be included. It will be assumed that the Vendor accepts all terms presented unless the exceptions are clearly stated in the proposal response. The University reserves the right to reject any proposed exceptions. All exceptions must be presented with reference to the exact item and page numbers within this RFP.

1.5.1 Number of Response Copies (see 1.4)

Each Proposer shall submit one (1) signed original response. Six (6) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable & USB (See Section 1.6).

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested should be submitted with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The financial proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of its proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained on pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation

purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, the State will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the State and hold the State harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the State to disclose the information. If the owner of the asserted data refuses to indemnify and hold the State harmless, the State may disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to Southern University Purchasing Department personnel, the Office of the Governor, or other State agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification by the Southern University Purchasing Department. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-Proposal Conference/Site Visit

A site visit to ALL campuses shall be completed by **April 24, 2024**. The site visits are non-mandatory, but strongly urged. We recommend attendance on dates provided herein for campus site visits (**April 16, 17, 19, 2024**). For any additional or different date desired to visit a campus, one of the following should be contacted.

- **Baton Rouge (SUBR)**/ Contact: LaTonya Green-Jones (225) 771-4856 or Linda Antoine (225) 771-4587 or (225) 771-2804 (SUBR includes the Southern University Agriculture Center and the Southern University Law Center)
- **Southern University New Orleans (SUNO)**/Contact: Marilyn Manual (504) 286-5020 or Arlean Wehle (504) 284-5474
- **Southern University Shreveport (SUSLA)**/Contact: Earnestine Lewis (318) 670-9355 or Brandy Jacobsen (318) 670-9371

Note: Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the University will be stated in writing in response to written questions.

1.7.2 Proposer Inquiry Periods

The University shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations. The University reasonably expects and requires *responsible and interested* Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during the Pre-proposal conference). All inquiries must be received by the close of business on the Inquiry Deadline date set forth in Section 1.3 Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the SUS. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, or hand to:

Mrs. Linda Antoine, Director
Southern University
Purchasing Department
Post Office Box 9534
J.S. Clark Administration Building, Annex
1st Floor East—James L. Prestage Drive
Baton Rouge, LA 70813
Phone: (225)771-4587
E-Mail: linda.antoine@sus.edu

An addendum will be issued and posted at the Office of State Purchasing LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all RFP documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any State/University employee or State/University consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The University is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the *specifications* contained therein, has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to the Director of the Southern University Purchasing Department at least *two days* prior to the deadline for submitting proposals.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the State of Louisiana Procurement website <https://www.wcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. We recommend your register with LaPAC. All potential vendors should register in the LaGov portal. Registration is intuitive at the following link: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg and help scripts are available on OSP website under vendor center at <http://www.doa.louisiana.gov/osp/vendorcenter/regnhelp/index.htm>.

1.8 Errors and Omissions in Proposal

The University will not be liable for any error in the proposal. Proposers will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The University reserves the right to make corrections or clarifications due to patent errors identified in proposals by the University or the Proposer. The University, at its option, has the right to request clarification or additional information from the Proposer.

1.9 Proposal Guarantee

Proposals must be made in the official name of the firm or individual under which business is conducted (showing an official business address); be signed by a person or persons authorized to legally bind the person, partnership, company or corporation submitting the proposal; and be accompanied by a refundable proposal security deposit of \$5,000.00 via certified or cashier's check or proposal bond written by a company licensed to do business in Louisiana.

1.10 Performance Bond

The Contractor awarded the proposal will be required to submit a Performance Bond in the sum mutually agreed upon for the period the contract is in effect. The bond should be made payable to Southern University. The Contractor will be notified by letter to secure a Performance Bond from a surety or insurance company currently on the U.S. Department of Treasury Financial Management Service list of approval bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-:VI or higher rating in the latest printing of the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-:VI rating by A.M. Best up to a limit of ten percent of policy holders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. The bond must be received within twelve (12) working days from the date of notification.

1.11 Changes, Addenda, Withdrawals

The University reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

1.12 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Southern University Purchasing Department.

1.13 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

1.14 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

1.15 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so.

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

1.16 Ownership of Proposal

All materials (paper content only) submitted in response to this request become the property of the State/University. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State/University and not returned to Proposers. Any copyrighted materials in the response are not transferred to the State.

1.17 Cost of Offer Preparation

The State/University is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

1.18 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.19 Taxes

Any taxes other than State and local sales and use taxes, from which the State is exempt, shall be assumed to be included within the Proposer's cost. Please see ATTACHMENT G.

1.20 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.21 Prime Contractor Responsibility

The selected Proposer shall be required to assume responsibility for all items and services offered in its proposal whether or not it produces or provides them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.22 Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the State urges the prime contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the appropriate SUS personnel.

Information required of the prime contractor under the terms of this RFP shall also be required for each subcontractor. The subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

1.23 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

1.24 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

1.25 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the SUS Evaluation Committee for the purpose of selecting the Proposer with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award will be made to the Director of the Southern University Purchasing Department for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana and University, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the State and University.

1.26 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the University's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the University may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements.

1.27 Contract Award and Execution

The University reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the University.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract in Attachment A of this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the State/University may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana/University price and other factors considered.

The University intends to make an award to ONE Proposer for Vending Operations.

1.28 Notice of Intent to Award

Upon review and approval of the evaluation committee's and agency's recommendation for award, the Southern University Purchasing Department will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the State/University, the State/University may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous Proposer.

The Southern University Purchasing Department will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Director of the Southern University Purchasing Department, within fourteen days of the intent to award.

1.29 Debriefings

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with Mrs. Linda Antoine, Director of the Southern University Purchasing Department. Contact shall be made by E-mail to linda_antoine@subr.edu.

1.30 Insurance Requirements

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by the RFP (see Attachment "B"). The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates shall be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time.

1.31 Subcontractor Insurance

The Contractor shall include all subcontractors as insured's under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

1.32 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, *without limitation*, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.33 Fidelity Bond Requirements

NOT REQUIRED FOR THIS RFP.

1.34 Payment

1.34.1 Payment for Services

The Contractor may invoice the agency monthly at the billing address designated by the agency. Payments will be made by the SUS within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the SUS. Invoices shall include the contract and file number, using department and service purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided. Payment shall not be made in advance for services performed.

1.34.2 Late Payments

Interest due by a State Agency for late payments shall be in accordance with La. R.S. 39:1695 and 13:4202.

1.35 Termination

1.35.1 Termination of the Contract for Cause

The State may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

1.35.2 Termination of the Contract for Convenience

The State may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.35.3 Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Louisiana legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.36 Assignment

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from

assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

1.37 No Guarantee of Quantities

NOT APPLICABLE FOR THIS RFP.

1.38 Audit of Records

The State legislative auditor, federal auditors and internal auditors of the SUS, the Louisiana Division of Administration (DOA), or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.39 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act 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 1975, 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 the contract and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

1.40 Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

1.41 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

1.42 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.43 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the Southern University Purchasing Department.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.44 Substitution of Personnel

NOT APPLICABLE FOR THIS RFP.

1.45 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to La. R.S. 39:1481-1526; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

1.46 Claims or Controversies

Any claims or controversies shall be resolved in accordance with R.S. 39:1524-1526.

1.47 Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment: By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.epls.gov>.

1.48 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 sub-grantee 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 it is otherwise entitled.

1.49 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.

1.50 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).

1.51 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.

1.52 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.

1.53 Hudson & Veteran Initiatives and Other General Terms and Conditions

Please see ATTACHMENT F for Hudson & Veteran Initiatives details. Please see ATTACHMENT G for additional information, instruction, and details of SU's Purchasing Terms & Conditions.

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The SUS seeks to conduct business with one or more qualified vendor to provide vending operation services to the SUS community at all three site locations on a non-exclusive basis. Contractor shall provide vending operation service as requested below for each of the SUS campuses:

- Southern University Baton Rouge – Vending Operations which include at a minimum thirty-five (35) snack machines and one (1) other machine. Current and desired equipment is listed in attachment E. Southern University Baton Rouge location has a separate contract for beverages and is interested in a variation of snack machines only. Other type machines will also be considered.
- Southern University New Orleans – Vending Operations which include twelve (12) snack machines, one (1) other machine and twelve (12) beverage machines. Current and desired equipment is listed in attachment E. Southern University New Orleans location is interested in a variation of snack machines AND beverage machines. Other type machines will be considered.
- Southern University Shreveport – Vending Operations which include fourteen (12) snack machines, one (1) other machine, and fourteen (14) beverage machines. Current and desired equipment is listed in attachment E. Southern University Shreveport location is interested in a variation of snack machines AND beverage machines. Other type machines will be considered.

These services are an integral element of the University's goal of providing excellent service and convenience to students, faculty, staff, alumni, visitors and guests of each campus. SUS reserves the right to choose the option of SNACK ONLY for all campuses or SNACK, BEVERAGE and OTHER based on the best interest of the university.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on July 1, 2024 and will continue to June 30, 2029.

2.3 Service Expected

- a.) The Contractor shall install, maintain, repair, service, and supply all cash and card operated snack or other vending machines on the University's campuses.
- b.) The Contractor shall arrange a satisfactory method with the University for the payment of refunds due individuals as a result of machine failures or unsatisfactory products.
- c.) The contractor shall provide appropriate retail items that are responsive and sensitive to the needs of students, faculty, research personnel and staff, and compatible with the educational and cultural objectives and atmosphere at the University.
- d.) The contractor shall also stock, in sufficient quantities, recommended and requested items and/or other merchandise approved by the University (in certain areas) such as USBs, school supplies, personal items, etc. if applicable.
- e.) The contractor shall only purchase materials, goods, promotional items and/or advertisements bearing the name, seal, logos and other indicia of the University from appropriate trademark licensees. The contractor shall pay to University a trademark license fee as determined by University for all such items manufactured/produced and sold by the contractor, if not purchased from a trademark licensee.
- f.) The contractor shall not permit any business arrangement or payment problem with any of its vendors to delay any delivery of merchandise. If any action or non-action by the contractor has or will cause a delay, the contractor shall make appropriate arrangement by whatever means necessary to have the merchandise, or other temporary items to be timely delivered.
- g.) The contractor shall provide machines capable of accepting payment via cash, coin, debit and credit card, Apple Pay, Google Pay, and other virtual payment types (including the University's ID card).
- h.) In support of the University's educational, cultural and other programs, the contractor shall, if requested and within its ability to do so, provide services in other locations on campus or other University controlled property or facilities in connection with special University events (i.e., athletic events, symposia, lectures and concerts). Any additional commission/compensation to be paid by the contractor in connection therewith shall be mutually determined.
- i.) The contractor shall agree to promptly withdraw from display and sale any item which the University requests not be sold in the Vending Machines. Such University requests shall not be made arbitrarily or capriciously and shall be based on reasonable safety, health or security concerns; competent legal counsel; campus environment; or, with respect to items affecting the education program, the considered decision of the appropriate faculty bodies. The contractor shall be provided the opportunity to discuss with appropriate University officials or counsel, and request reconsideration of requests for withdrawal of items.
- j.) The contractor shall post, conspicuously and without equivocation, prices of all products, contact information and emergency numbers on each machine.
- k.) The University is open to proposals which include any measures that may deter or prevent vandalism of machines and/or theft of product. Such measures must be visually acceptable to the setting in which they may be placed. The University will be the final approver of such device.
- l.) All product vended will be priced on a fair and competitive basis in order to maximize the sales and provide the maximum return.

2.4 Equipment Provided by University

Under this agreement, the University shall provide at its own expense, and the Contractor will be permitted the space located in designated buildings on the University's campus. University will provide adequate ingress and egress, including a reasonable use of passageways and driveways. It will also provide heating, lighting, ventilation, and the utilities required for the provision of such services.

2.5 University Responsibilities

a.) The University will maintain and repair the building structure, including the maintenance of water, sewer, and electrical lines, existing ventilation facilities, electrical light fixtures, heating and air conditioning; provided that the Contractor shall bear the expense of repair necessary because of his own or his employee's fault.

b.) The University will not be liable to the Contractor for any loss, damage, cost, or expense which might result from the interruption of such service so long as the University undertakes to restore such services as promptly as possible following an interruption.

c.) The University will have the final decision as to the location of all vending machines.

d.) The University will provide a named representative (Director of Auxiliary Services) authorized to advise Contractor of University's approvals, consents and instructions under this agreement.

e.) University may prohibit sale of items it finds offensive or inappropriate.

f.) The University will appoint an advisory committee composed of faculty, staff and students whose charge shall be, as often as necessary, to review the Vending Operations and report their findings to the Director of Auxiliary Services of the University. It is anticipated that the Committee and the contractor shall share information and views regularly throughout the year.

2.6 Equipment Provided by Contractor

At its own expense, the Contractor shall install, maintain, repair, service, and supply all of the equipment and product required for the snack and other vending operations at each site. All capital equipment purchased and furnished by the Contractor shall remain the property of the Contractor.

2.7 Contractor's Responsibilities

a.) Contractor will comply with all federal, state and local laws, ordinances, rules, regulations, and orders.

b.) Contractor shall maintain and operate the equipment and provide services included in this contract in a courteous, efficient, and orderly manner and in conformance with all applicable laws and regulations.

c.) Contractor shall obtain all required licenses and permits, pay all required fees, taxes and other charges, and shall conduct the vending operations without undue interference with the general and normal operations of a University.

d.) Contractor agrees to use reasonable care in the use of the space assigned under the contract, and upon termination of the contract, shall have such space in as good condition as when received except for ordinary wear and tear, and damage or destruction beyond Contractor's control and not due to Contractor's fault or

negligence. Contractor shall be responsible for any loss or damage to property owned by University that is in Vendor's possession or control, or is cause by vendor or its employees or agents in the course and scope of their employment.

e.) The Contractor shall keep the machines stocked at all times with fresh products suitable to the University campuses.

f.) The Contractor shall service and repair all machines within twenty-four (24) hours after being advised of a malfunction at no cost to the University.

g.) University reserves the right to at any time to inspect products. After such inspections, the Contractor will be advised in writing of unsatisfactory conditions, if any, for which the Contractor is responsible. Deficiencies shall be corrected promptly by the Contractor.

h.) Contractor shall ensure that all Contractor's personnel and agents observe all regulations in effect at the University to include, but not limited to personal conduct, appearance, and traffic and parking.

i.) Contractor shall provide adequate vehicles, such as a van, in order to transport related items necessary in the normal operation of the contract.

j.) Contractor agrees to keep energy consumption at a minimum and shall comply with energy conservation practices and policies and shall endeavor to conserve the use of energy thereof. The University shall not be liable for any loss that may result from the interruption of failure of any such utility.

k.) Contractor shall submit, in writing to the Director of Auxiliary Services, the names and phone numbers of supervisory and other personnel that may be contacted in the event of an emergency or problem; and the names, addresses, and phone numbers of all employees to be utilized in entering any facility on campus. The Contractor is responsible for keeping this information current and up-to-date at all time.

l.) The Contractor's service personnel shall be fully insured and bonded. Access to University residence halls shall be at entrances, during hours, and under conditions specified by the University.

m.) The Contractor may not change the pricing structure for products as agreed upon in the Snack Vending Services Agreement without the University's prior approval.

2.8 Operation

a.) The Contractor shall provide expert supervision in all phases of vending service management.

b.) The Contractor shall be responsible for the entire vending operation including: maintaining an adequate product supply in all designated equipment; maintenance and proper care of the equipment; and employment of all personnel required to properly operate the complete service at the University.

c.) The Contractor shall maintain high standards of sanitation and cleanliness at all times. The Contractor shall keep the inside, outside, top and underneath of all vending machines in a clean and sanitary condition at all times and shall furnish adequate mechanical service, as needed, at no expense to the University. All city, county, state and federal laws concerning health and sanitation shall be observed.

d.) The Contractor will furnish suitable waste receptacles, as needed, convenient to the machine locations and will be responsible for the cleanliness of the receptacles and the area around them and the machines at all times. A regular program of steam cleaning of waste receptacles or the furnishings and use of plastic

liners, or both if needed, will be required. The University personnel will assist in emptying the receptacles when practical.

e.) A date coding system must be used for all perishable foods. Expiration dates must be visible on all products in the machines.

f.) The process for, and number and location of, refund stations may be changed by mutual agreement of the Contractor and University.

g.) In the event of a change in the cost of merchandise sold through the machines exceeding 10 per cent or a sales tax increase, the commission or the vending price may be adjusted to reflect such change upon a mutually agreeable basis without in any way affecting any of the other provisions of this contract. The Contractor shall be required to justify the change to the satisfaction of the University. No change in the commission rate or vending price shall be applicable until reduced to writing and signed by both parties.

2.9 Security

a.) The contractor shall collaborate with appropriate University officials concerning questions of discipline, enforcing regulations, and internal security and theft control. The contractor shall not, except in physically dangerous or other emergency situations, summon public emergency services except through the public safety dispatcher. If a student of the University is suspected of theft and is to be arrested by public authorities or prosecuted, the contractor will advise the Campus Police, Vice President of Student Affairs, and inform the Director of Auxiliary Services.

b.) The contractor shall control all keys to the Vending Machines. No keys shall be in the possession of the University.

c.) The University will provide effective and prompt support to the contractor in its efforts to assure the security of its equipment and stock. If the contractor feels the measures taken by the University for the resolution of any security problem are insufficient, the contractor shall have the right to present its views and recommendations to the Vice President of Finance and Administration who shall not unreasonably deny its requests.

2.10 Machine Criteria

The number, type, and location of all machines must be approved by the University. The placement, removal, or expansion of vending locations shall be determined by mutual agreement to best maximize revenues and resultant commissions.

a.) The Contractor shall furnish the labor and materials necessary for the installation of vending equipment according to plans mutually agreed upon by both the University and the Contractor, and shall pay the costs of the installation, except for water and electricity lines which are to be furnished by the University.

b.) All machines must be new or newly remanufactured as in Appendix C, and must be state-of-the-art. The equipment must be modern and a regular program of preventative maintenance, renovating and replacing machines (as required) must be instituted. The University shall be the final judge as to the acceptability of equipment.

c.) All machines shall be equipped with-sold-out indicators on each selection or shall be capable of giving a refund. The University requires the Vendor to install machines equipped with cash bill acceptors and validators.

d.) All machines proposed shall be from recognized manufacturers and carry the N.A.M.A. Seal where applicable. The colors, models, types and designs of these machines shall be mutually agreed upon by me University and the Contractor. The University reserves the right to approve product advertising on the machines. Machines are to be uniform in size and color, unless otherwise specified.

e.) Proposals must provide exact information about the machines to be used in the respondent's proposed snack vending operations, including, but not limited to, the number of item selections, by category, available on machines proposed for installation, and other machine features.

f.) The University desires to have at a minimum the following machines. Machines may be added or deleted based on need and by mutual agreement between the Contractor and the University.

- **SUBR:** 35 Snack machines, preferably 1 machine which includes at least 1 sandwich/fruit/milk machine and 1 frozen machine. 0 Beverage machines. At least 1 other machine (Personal Care).
- **SUNO:** 12 Snack machines, preferably 1 machine which includes at least 1 sandwich/fruit/milk machine and 1 frozen machine. 12 Beverage machines. At least 1 other machine (Personal Care).
- **SUSLA:** 12 Snack machines, preferably 1 machine which includes at least 1 sandwich/fruit/milk machine and/or 1 frozen machine. 14 Beverage machines. At least 1 other machine (Personal Care).

g) The Contractor shall also furnish additional equipment and personnel as needed for future expansion, and to withdraw equipment no longer desired, at that location by the University.

h.) Area treatment (common fronts, panels, indirect lighting, end fillers, etc.) may be required in certain locations so that a vending bank and area may be established. The SUS is currently planning three (3) to five (5) large vending banks over all of its campuses.

i.) The Contractor agrees to provide beverages in accordance with the current SUS beverage contract (currently Coca-Cola).

2.10.1 Card System

Contractor agrees to provide debit/credit card readers, readers compatible with Apple Pay, Google Pay, etc., and readers which accept the University's official I. D. card (issued or virtual) and install at own expense. Under mutual agreement, contractor agrees to complete a separate contract governing application of use regarding Southern University's ID Card Program and related readers.

2.10.2 Special Variation

The University is seeking a partner who is willing to provide one machine (other) on each campus site with a variation of vending items such as the following:

- USB drives or technology related products
- Pencils, Pens, Other school supplies
- Personal Care Items
- Other items deemed appropriate by Contractor and University

The contractor shall stock, in sufficient quantities, recommended and requested merchandise approved by the University (in certain areas) such as the items listed above.

2.11 Financial Terms and Conditions

The following financial terms and conditions shall be in effect during terms of the contract:

- a.) The Contractor shall pay to the University either an annual commission of a certain percentage of gross revenue or a minimum guaranteed annual lease payment, whichever is greater.
- b.) Annual Guarantee: The Contractor shall pay the University the annual guarantee amount in twelve (12) equal monthly payments within fifteen (15) days after the end of each calendar month.
- c.) The monthly payments shall be accompanied by (1) a detailed report indicating gross sales by product, machine, and location, and (2) copies of monthly collection reports. The collection reports shall identify each machine by type and location.
- d.) The term gross sales or gross revenue as used herein is defined as total funds collected from each machine. No deduction shall be made for taxes for which the successful respondent may be liable, including, but not limited to, gross receipts tax, sales tax, and use tax.
- e.) Contractor shall maintain such accounting records and books in connection with all operations under this lease, as may be satisfactory to the University. The Contractor shall take all necessary precautions to assure that all income is immediately recorded. The Contractor shall establish adequate internal controls and determine at such frequent intervals as may be necessary that the controls are being maintained. The University shall have full access at all times to the Vendor's accounting records with or without notice. Contractor shall provide an annual report by a CPA within 60 days after the closure of Contractor's fiscal year. Additionally, The Contractor will provide an internal annual report covering the on-campus operations within 60 days after the closure of the fiscal year.
- f.) The University reserves the right to have its representatives (including the State of Louisiana Office of the Legislative Auditor) audit the Contractor's books, records, and operations, and obtain other desired information to determine contractor's compliance with the contract.
- g.) The Contractor shall make every effort to comply with requests for information. When requested by the University, the Contractor shall also furnish information as to costs of operation, which may affect the maintaining of sale prices at a satisfactory level.
- h.) The records arising from the operation of this lease shall be retained by the Contractor for a period of five (5) years following its termination or expiration date, unless permission to the contrary is given by the University in writing.
- i.) Contractor agrees that the retail prices in the vending machines will be comparable to those in the college vending arena and must be agreed upon by the University.
- j.) Contractor agrees to establish a scholarship program to be administered by the University. The scholarship will be awarded to Southern University students at the discretion of the University.

2.12 Location

The work/service to be performed, completed and managed is located at the respective SUS campus: SUBR, SUSLA, and SUNO. The contractor(s) will be responsible for the number of machines listed herein.

2.13 Damages

In the event of malicious damage to the Contractor's equipment located on the University premises under the terms hereof, or in the event of theft of money or merchandise from said equipment or storage areas as a result of unauthorized breaking and entering, the total financial loss shall be sustained by the Contractor. The University agrees that normal security checks of the building containing the Contractor's equipment while the buildings are open to the public shall include checks of said equipment, that said buildings shall be locked when not in use, and that all reasonable security precautions against theft and malicious mischief shall be taken; provided, however, that the University shall not be deemed to thereby assume any responsibility for damage to or theft from or of the Contractor's equipment or supplies

2.14 Proposed Modifications & Substitutions

The contractor has the option of submitting substitutions to these requirements, specifications, terms, conditions and provisions, where the contractor believes the substitutions would be more appropriate for or favorable to the University, with the understanding that the University shall still evaluate any such alternate proposal against the current specifications, and the best interest of the University.

PART III: EVALUATION

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the qualifications, technical, and financial proposals. The proposal will be evaluated based on the material and the substantiating evidence presented to the SUS, not on the basis of what may be inferred. The scores for the Financial, Technical, and Qualifications Proposals will be combined to determine the overall score. The Proposer(s) with the highest overall score(s) in each category will be recommended for award.

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

Evaluation Criteria	Possible Points
Qualifications Proposal (Section 3.1)	15
Technical Proposal (Section 3.2)	25
Financial Proposal (Section 3.3)	60
Total Possible Points	100

3.1 Qualifications Proposal

Qualification proposals will be evaluated based upon but not limited to the following criteria:

- **Company Qualifications and Experience** **10 points**
 - **Company's Financial Stability** **5 points**
- TOTAL POINTS: 15 points**

3.2 Technical Proposal

Technical proposals will be evaluated based upon but not limited to the following criteria:

- **Understanding of Nature and Scope of RFP** **10 points**
- **Customer and Support Services** **5 points**
- **Approach and Methodology** **10 points**

TOTAL POINTS: 25 points

3.3 Financial Proposal

Financial proposals will be evaluated based upon but not limited to the following criteria:

Financial Return to the University

- **Annual Minimum Guarantee** **25 points**
- **Percent Commission** **25 points**
- **Other: Scholarship/Student Award** **10 points**

TOTAL POINTS: 60 points

ATTACHMENT A:

CONTRACT AGREEMENT (Sample)

(The following contract will be awarded to the most responsive proposer(s) meeting all criteria herein)

STATE OF LOUISIANA

CONTRACT

Be it known, that on this _____ day of _____, 2024, the Southern University and A & M College System (SUS) (hereinafter sometimes referred to as "State" or "University") and _____ (hereinafter sometimes referred to as "Contractor" or "Vendor") do hereby enter into contract under the following terms and conditions.

Scope of Services

Contractor hereby agrees to provide full service operation and management of Vending Machines as follows:

- Southern University Baton Rouge –
- Southern University New Orleans –
- Southern University Shreveport –

Length of Lease

The contract for Vending Operation services shall be effective from July 1, 2024 to June 30, 2029.

At option of the University and acceptance by the Contractor, the contract may be renewed for two (2) additional twelve-month periods at the same terms and conditions. In the event renewal at the same terms and conditions are not acceptable to the Contractor or the University, the party in disagreement is required to notify the other party thirty (30) days prior to the lapse of the lease.

Fiscal Funding

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Lease Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

Lease Termination for Convenience

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S.39:1524-1526.

Financial Terms & Conditions

Contractor agrees to the following financial terms: *(Agreed upon proposed financial terms included here.)*

Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number _____.

E-VERIFY (verification of employees)

Contractor acknowledges and agrees to comply with the provisions of La R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.

Prohibited Contractual Arrangements

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

Mutual Indemnification

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

Fair Labor Standards Act

Contractor shall be in compliance with the **Fair Labor Standards Act 29 USC 201-6**; establishes minimum wage, overtime pay, equal pay, recordkeeping, and child labor standards for employees or in the production of goods for interstate commerce. **By signing and submitting this bid, or contract bidder certifies that its company, any subcontractors, or principals thereof is in accordance with said compliance. United States Department of Labor website: www.dol.gov/esa**

Tobacco-Free Policy

The use of tobacco products on any Southern University campus is prohibited by students, staff, faculty or visitors in all campus buildings, facilities, or property owned or leased by Southern University System and outside areas of the campus where non-smokers cannot avoid exposure to smoke; on campus grounds, facilities, or vehicles that are the property of the University; and at lectures, conferences, meetings, and social and cultural events held on school property or school grounds. The sale or free distribution of tobacco products, including merchandise on campus or at school events is prohibited.

Code of Ethics

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

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 Sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the CLEAN AIR ACT which prohibits the use under non-exempt contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

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.

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).

Anti-Lobbying and Debarment Act

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

Contractor Responsibilities

- a.) The Contractor shall operate and manage their vending services on campuses for the purpose of providing a convenient vending solution to students, faculty, staff, alumni, visitors, and guests of the universities.
- b.) Contractor will comply with all federal, state and local laws, ordinances, rules, regulations, and orders.
- c.) Contractor shall obtain all required licenses and permits, pay all required fees, taxes, and other charges, and shall conduct the vending operations without undue interference with the general and normal operations of a University.
- d.) Contractor agrees to use reasonable care in the use of the space assigned under the contract, and upon termination of the contract, shall have such space in as good condition as when received except for ordinary wear and tear, and damage or destruction beyond Contractor's control and not due to Contractor's fault or negligence. Contractor shall be responsible for any loss or damage to property owned by University that is in Vendor's possession or control, or is caused by vendor or its employees or agents in the course and scope of their employment.
- e.) Contractor agrees to install vending machines as agreed upon in the scope of services and shall maintain such equipment in good working condition.
- f.) Contractor shall ensure that all Contractor's personnel and agents observe all regulations in effect at the University to include, but not limited to personal conduct, appearance, and traffic and parking.
- g.) Contractor agrees to keep energy consumption at a minimum and shall comply with energy conservation practices and policies and shall endeavor to conserve the use of energy thereof. The University shall not be liable for any loss that may result from the interruption or failure of any such utility.
- h.) Contractor shall submit, in writing to the Director of Auxiliary Services, the names and phone numbers of supervisory personnel that may be contacted in the event of an emergency or problem; and the names, addresses, and phone numbers of all employees to be utilized in entering any facility on campus. The Contractor is responsible for keeping this information current and up-to-date at all time.
- i.) In support of the University's educational, cultural, special events, and other programs, the contractor shall, if requested and within its ability to do so, provide support for University programs and activities with donated items for appropriate activities within the contractor's normal practices.

Equipment Provided by Contractor

The Contractor shall provide at the Contractor's own expense, any and all required equipment, supplies, and fixtures incidental and necessary for the operation of vending services that is not provided by the University. All capital equipment purchased by Contractor and not attached as a fixture to real estate will remain the property of Vendor. The vending equipment is not to be considered a part of real property, and shall remain at all times the property of the Contractor.

All equipment shall be new or newly manufactured as in Attachment C.

For purposes of this RFP, vendor equipment already in place on the campus may be used in the place of new or remanufactured equipment if it is: less than 3 years old; in proper working order; has not received more than 1 complaint; and upon visual inspection deemed to be in good condition.** (see Attachment C)

SUS University Responsibilities

- a.) The University will maintain and repair the building structure, including the maintenance of water, sewer, and electrical lines, existing ventilation facilities, electrical light fixtures, heating and air conditioning; provided that the Contractor shall bear the expense of repair necessary because of his own or his employee's fault.
- b.) The University is responsible for janitorial services, on a daily basis, to assure a clean, well-groomed appearance of space where vending machines are located. The contractor will also have use of the common area immediately behind its vending machine, such use being necessary for proper operation and equipment maintenance.
- c.) The University will provide trash receptacles adequate for the volume of trash produced and will provide regular trash pickup.
- d.) The University will not be liable to the Contractor for any loss, damage, cost, or expense which might result from the interruption of such service so long as the University undertakes to restore such services as promptly as possible following an interruption.
- e.) The University will provide a named representative (Director of Auxiliary Services) authorized to advise Contractor of University's approvals, consents and instructions under this agreement.
- f.) The University reserves the right, after consultation with Vendor, to establish or change the service hours, plans or other methods or operation.
- g.) The University may prohibit sale or display of items it finds offensive or inappropriate.
- h.) The University will provide access to University bulletin boards, advisory monitors, and campus mail for appropriate notices relating to Vending operations that are in accordance with University policy.

Equipment Provided by University

Under this agreement, the University shall provide at its own expense, and the Contractor will be permitted, the space and utilities of designated areas as set forth below:

- SUBR -
- SUNO -
- SUSLA -

SUS universities will provide adequate ingress and egress, including a reasonable use of passageways and driveways. It will also provide heating, lighting, ventilation, and the utilities required for the provision of such services.

Other

(Agreed upon proposed modifications included here if applicable.)

Nonassignability

No contractor shall assign any interest in this contract by assignment, transfer, or notation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Written Notices

All notices required or permitted by this agreement shall be in writing and deemed sufficiently given when received if sent by recognized overnight courier, first class mail, or postage prepaid, to the addresses set forth below:

University -
 Southern University A&M College
 LaTonya Green-Jones
 Director of Auxiliary Services
 P. O. Box 9270
 Baton Rouge, LA 70813
 Phn No. 225-771-4856
 Fax. No. 225-771-5611
 E-mail: latonya.jones@sus.edu

Contractor-

Discrimination Clause

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, 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, or disabilities. 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.

Discriminatory Boycotts of Israel

This section applies to procurements with a value of \$100,000 or more and for vendors with five (5) or more employees

Consistent with existing Louisiana non-discrimination provisions and regulations governing purchases executive branch agencies may not execute a procurement contract with a vendor if that vendor is engaging in a boycott of Israel. Further, executive branch agencies shall reserve the right to terminate any procurement contract with a vendor that engages in a boycott of Israel during the term of the contract.

A vendor must in writing, when a bid is submitted or when a procurement contract is awarded, that:

- a. it is not engaging in a boycott of Israel; and
- b. it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

All competitive sealed bids and proposals issued for procurement contracts with executive branch agencies shall include the text of the following certification: "By submitting a response to this solicitation, the bidder or proposer certifies and agrees that the following information is correct: In preparing its response, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial of any subcontractor or supplier, refused to or terminated business activities, or taken other actions intended to limit commercial relations, with a or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder also has not retaliated against any person or entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject the response of the bidder or proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response."

Order of Precedence Clause

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

Entire Agreement Clause

This contract, together with the RFP and addenda issued thereto by the SUS, the proposal submitted by the Contractor in response to the SUS's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of _____.

WITNESSES SIGNATURES:

SOUTHERN UNIVERSITY A&M COLLEGE SYSTEM

By: _____
Title: _____

WITNESSES SIGNATURES:

CONTRACTOR SIGNATURE:

By: _____
Title: _____

ATTACHMENT B

INSURANCE REQUIREMENTS FOR CONTRACTORS

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, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. 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.

2. 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.

3. 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 Coverage

- a. The Agency, its officers, agents, employees and volunteers shall be named 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 whom claim is made or suit is brought, except with respect to the policy limits.

2. 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.

3. All Coverage

- a. 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. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. 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.
- c. 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.
- d. 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. 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 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.

E. 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.

F. SUBCONTRACTORS

Contractor 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.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend,

indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

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, employees, and volunteers, from and against any and all claims, damages, 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 Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

ATTACHMENT C

() Newly manufactured or remanufactured definition:*

Newly Manufactured - Equipment that has been assembled for the first time from new parts (it may contain some reprocessed parts or components that meet new parts or components performance standards).

Remanufactured – Machines that undergo extensive refurbishing after a period of use before they are offered for resale or rental. The features, functions of model number remain the same.

The remanufacturing quality assurance process shall include, but not be necessarily limited to, the following:

- Extensive disassembly of equipment to the extent that each moving part can be examined and tested for wear and operation.
- Thorough cleaning, lubrication, adjustment and refinishing.
- Replacing all worn or defective parts. All supplied parts shall meet or exceed the original equipment manufacture's specification and shall be compatible with the existing equipment. All parts shall carry the manufacturer's normally offered warranties and guarantees.
- Installation of all safety retrofits.
- Extensive inspection and testing to insure that the equipment functions according to the specifications of the manufacturer/trademark holder and the specifications contained herein.
- Remanufactured equipment shall have the same warranty as new equipment.

Southern University and the State of Louisiana reserve the right to physically inspect the site where the equipment is remanufactured. At the request of Southern University, the bidder shall provide a video along with comprehensive written documentation of the remanufacturing process. If requested, this information shall be provided within ten (10) day of the request.

The bidder shall provide documentation which verifies that the service technicians have been trained to service and/or repair the equipment specified in the Request for Proposal (RFP). If this information is not provided with the bid, it shall be provided within ten (10) days of the request to the Purchasing Office.

The instruments used by the technician in performing repairs and/or service shall be those that are universally acceptable in the industry for use on the specific equipment. These instruments shall be certifiably calibrated at regular intervals by the manufacturer or a certified laboratory and made available to Southern University upon request. The vendor shall be responsible for all costs associated with these requirements.

(**)For purposes of this RFP, equipment already in place on the campus may be used in the place of new or remanufactured equipment if it is: less than 5 years old; in proper working order; has not received more than 1 complaint; and upon visual inspection deemed to be in good condition.

ATTACHMENT D

MANDATORY RESPONSE FORM

THIS PAGE (OR SIMILAR PAGE PREPARED BY CONTRACTOR) MUST BE THE FIRST PAGE OF CONTRACTOR'S PROPOSAL

REQUEST FOR PROPOSAL NO. 50016-10320

**SOUTHERN UNIVERSITY AND A&M COLLEGE SYSTEM
Vending Operations**

SUBMITTED BY:

Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Person: _____
Phone Number: () _____ Fax Number () _____

I. Commissions (percentage of sales):

SNACK

Candy, gum, and mints \$ _____
Crackers, cookies, chips, and snacks \$ _____
Milk and chocolate milk \$ _____
Fresh pastries \$ _____
Microwave popcorn \$ _____
Other pastries \$ _____
Packaged sandwiches \$ _____
Canned food \$ _____
Other food items as approved by the University \$ _____
Soda & Other Beverages in separate machine \$ _____
Coffee, hot chocolate, and hot tea \$ _____

OTHER

Please provide detail list of items and % of commissions offered

II. Annual minimum Lease Guarantee: \$ _____

III. Other Contributions:

Scholarships \$ _____
Other Donation(s) \$ _____

Please provide details if applicable

AUTHORIZED SIGNATURE:PRINTED: _____

SIGNATURE: _____

TITLE: _____ **DATE:** _____

ATTACHMENT E

(SUBR)

This information may be revised and distributed via pre-proposal conference and/or addendum.

Snack Machines Requested:

1	Admin Bldg -JS Clrk	1st floor	snack
2	Apt Bldg 200	1st floor	snack
3	Blanks Hall	1st floor	snack
4	Boley Hall	2nd floor	snack
5	Campus Police	1st floor	snack
6	Clark Activity Center	1st floor	snack
7	Clark Annex	1st floor	snack
8	Dunn Hall	1st floor	snack
9	Engineering	1st floor	snack
10	Field House	1st floor	snack
11	Financial Aid	1st floor	snack
12	Gradison Hall	1st floor	snack
13	Gradison Hall	1st floor	snack
14	Higgins Hall	1st floor	snack
15	Campus Security	1st floor	snack
16	James Hall	1st floor	snack
17	JB Moore Hall	1st floor	snack
18	Law Center	2nd flr	snack
19	Law Center	2nd flr	snack
20	Library	1st floor	snack
21	Nursing School	1st floor	snack
22	Physical Plant	1st floor	snack
23	Reed Hall	1st floor	snack
24	Shades Hall	1st floor	snack
25	Shades Hall	3rd floor	snack
26	Sports Complex	1st floor	snack
27	Stewart Hall	1st floor	snack
28	Student Union	1st floor	snack
29	Totty Hall	1st floor	snack
30	TT Allain	1st floor	snack
31	TT Allain	1st floor	snack
32	Ulysses Jones Hall	1st floor	snack
33	Ulysses Jones Hall	3rd floor	snack
34	Union Bldg	1st floor	snack
35	White Hall	1st floor	snack

Other Type Machine(s) will be reviewed

ATTACHMENT E

(SUNO)

This information may be revised and distributed via pre-proposal conference and/or addendum.

Snack Machines Requested:

1	Activity Housing	1st floor	Snack
2	Admin Bldg	1st floor	Snack
3	Arts/Humanity Bldg	2nd floor	Snack
4	Business	1st floor	Snack
5	College of Education	1st floor	Snack
6	Gym	1st floor	Snack
7	Library	1st floor	Snack
8	Maintenance Bldg	1st floor	Snack
9	Nat Science Bldg	1st floor	Snack
10	Nat Science Bldg	3rd floor	Snack
11	School of Social Work	1st floor	Snack
12	University Center	1st floor	Snack

Beverage Machines Requested:

1	Activity Housing	1st floor	Drink
2	Admin Bldg	1st floor	Drink
3	Arts/Humanity Bldg	2nd floor	Drink
4	Business	1st floor	Drink
5	College of Education	1st floor	Drink
6	Gym	1st floor	Drink
7	Library	1st floor	Drink
8	Maintenance Bldg	1st floor	Drink
9	Nat Science Bldg	1st floor	Drink
10	Nat Science Bldg	3rd floor	Drink
11	School of Social Work	1st floor	Drink
12	University Center	1st floor	Drink

Other Type Machine(s) will be reviewed

ATTACHMENT E

(SUSLA)

This information may be revised and distributed via pre-proposal conference and/or addendum.

Snack Machines Requested:

1	Administration Bldg	1st Floor	Snack
2	Administration Bldg	2nd Floor	Snack
3	Aero Space Downtown	1st Floor	Snack
4	Business Incubator-Capital One	1st Floor	Snack
5	Jesse Stone Bldg	1st Floor	Snack
6	NCR Bldg	East 1st Flr	Snack
7	NCR Bldg	West 1st Flr	Snack
8	Southern Metro	1st Floor	Snack
9	Student Union Bldg	1st Floor	Snack
10	Science Bldg	1st Floor	Drink
11	Fine Arts Bldg	1st Floor	Drink
12	Gym	1st Floor	Snack

Beverage Machines Requested:

1	Administration Bldg	1st Floor	Drink
2	Administration Bldg	2nd Floor	Drink
3	Administration Bldg	2nd Floor	Drink
4	Aero Space Downtown	1st Floor	Drink
5	Business Incubator-Capital One	1st Floor	Drink
6	Jesse Stone Bldg	1st Floor	Drink
7	NCR Bldg	East 1st Flr	Drink
8	NCR Bldg	West 1st Flr	Drink
9	Southern Metro	3rd Floor	Drink
10	Student Union Bldg	1st Floor	Drink
11	WareHouse	1st Floor	Drink
12	Science Bldg	1st Floor	Drink
13	Fine Arts Bldg	1st Floor	Drink
14	Gym	1st Floor	Drink

Other Type Machine(s) will be reviewed

ATTACHMENT F

Hudson & Veteran Initiatives

Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs

Participation of Veteran Initiative and Hudson Initiative small entrepreneurships will be scored as part of the technical evaluation.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (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) small entrepreneurship 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>.

Evaluation points for this RFA are allocated in Section J. Progressive Initiatives for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaforward.com/index 2.asp>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://www.wprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors:
 - 1 participating small entrepreneurship: 1/5th of the reserved points
 - 2 participating small entrepreneurships: 2/5ths of the reserved points
 - 3 participating small entrepreneurships: 3/5ths of the reserved points
 - 4 participating small entrepreneurships: 4/5ths of the reserved points
 - 5 or more participating small entrepreneurships: Full amount of the reserved points

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

Hudson & Veteran Initiatives

During the term of the contract and at expiration, the Contractor will also 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.

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>.

ATTACHMENT G

GENERAL TERMS & CONDITIONS

Southern University Purchasing Department will receive sealed bids until the time and date specified in this RFP. No bid will be considered if received by the Purchasing Department after the specified time and date. Beginning at that time, bids will be publicly opened but prices will not read in the, Conference Room-1st Floor East of the J.S. Clark Administration Annex Building.

Bids should be mailed to:

Southern University
Purchasing Department
Post Office Box 9534
Baton Rouge, Louisiana 70813

As an alternative, bids may be hand delivered to:

Southern University
Purchasing Department
1st Floor East-James L. Prestage
J. S. Clark Administration Building
Baton Rouge, Louisiana 70813

Bids submitted are subject to provisions of but not limited to LA. R.S. 17:3361; Purchasing Rules and Regulations; Executive Orders; the General Terms & Conditions.

COMPLETE WORDING FOR ALL REVISED STATUTES CAN BE SEARCHED ON THE STATE WEBSITE AT WWW.LEGIS.STATE.LA.US

INQUIRIES:

No negotiations, decisions, or actions will be executed by any bidder as a result or any oral discussion with any University employee or State Consultant. Only those transactions which are in writing, sent to **Linda A. Antoine, Director of Purchasing, will be considered as valid.** Likewise, the University will only consider communication from bidders, signed and in writing, either by email: linda_antoine@subr.edu, fax: (225)771-2026 or by mail; to the attention of the Purchasing Department, Post Box 9534, Baton Rouge, Louisiana 70813, Attention: Linda A. Antoine. **Deadline for inquiries: December 10, 2018 by 5:00 pm.**

INSTRUCTIONS TO BIDDERS

1. Bid Forms

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

Bid containing no signature indicating intent to be bound

- (1) Bid filled out in pencil
- (2) Bid not submitted on University standard forms
- (3) Bids must be received at the address specified in the Request for Proposal prior to bid opening time in order to be considered. .

2. Envelope

Bidders are requested to submit bid package in a sealed envelope or box of your choice that is clearly marked identifying the *company's name, complete address, proposal number, time of bid opening, and license number, if applicable.* Bidder is responsible for means of delivery of bid.

3. Standards of Quality

Any product or service, bidder shall conform to all applicable federal, state and local laws, regulations and the specifications contained in the proposal. Unless otherwise specified in the proposal, any manufacturer's name, trade name, brand name, or catalog numbers used in the specifications is for the purpose of describing the quality level, performance and characteristics required. Bidder must specify the brand and model number of the product offered in his/her bid. Bids not specifying brand and model numbers will be considered as offering the exact product(s) specified in the proposal.

4. Prices

Unless otherwise specified by the Purchasing Department, bid prices must be complete, including transportation, prepaid by bidder to destination. Bids other than FOB destination may be rejected. In the event of extension errors, the unit price shall prevail.

5. Tax Information/State of Louisiana

Vendor is responsible for including all applicable taxes in the bid prices. Southern University is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc. In accordance with Act Number 1029 of the 1991 Regular Session, effective September 1, 1991 state agencies will no longer be required to pay state sales tax.

6. **New Products**

Unless specifically called for, all products for purchases must be new (never previously used) and the current model and/or packaging. The manufacturer's standard warranty will apply unless otherwise specified in the proposal

7. **Fiscal Funding Clause (Renewal Contracts Only)**

In accordance with LA R.S.39:1615 (c) and (e), any contract entered into by the State of Louisiana and Southern University shall include the following Fiscal Funding Clause:

C. Termination due to unavailability of funds in succeeding years. When funds are not appropriated to support continuation of performance in a subsequent year of a multiyear contract, the contract for such subsequent year shall be terminated. When a contract is terminated under these conditions, no additional funds shall be paid to the contractor as a result of such action. E. With respect to all multiyear contracts, there shall be no provisions for a penalty to the state for the cancellation or early payment of the contract. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. All proposers should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds. General Terms and Conditions will govern.

8. **Applicable Law**

All contracts will be construed in accordance with and governed by the laws of State of Louisiana. Vendors shall be in compliance with applicable laws of the State of Louisiana and Federal Laws where applicable, to include licenses, fees and permits. Vendors are responsible for the cost of licenses, fees and permits.

9. **Certification of No Suspension or Debarment (\$25,000 or more)**

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

_____ **Federal Funded** **XX Non-Federal Funded**

10. **E-VERIFY** (verification of employees)

Contractor acknowledges and agrees to comply with the provisions of La R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.

11. **Prohibited Contractual Arrangements**

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

12. **Discriminatory Boycotts of Israel**

This section applies to procurements with a value of \$100,000 or more and for vendors with five (5) or more employees

Consistent with existing Louisiana non-discrimination provisions and regulations governing purchases executive branch agencies may not execute a procurement contract with a vendor if that vendor is engaging in a boycott of Israel. Further, executive branch agencies shall reserve the right to terminate any procurement contract with a vendor that engages in a boycott of Israel during the term of the contract.

A vendor must in writing, when a bid is submitted or when a procurement contract is awarded, that:

- c. it is not engaging in a boycott of Israel; and
- d. it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

All competitive sealed bids and proposals issued for procurement contracts with executive branch agencies shall include the text of the following certification: "By submitting a response to this solicitation, the bidder or proposer certifies and agrees that the following information is correct: In preparing its response, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial of any subcontractor or supplier, refused to or terminated business activities, or taken other actions intended to limit commercial relations, with a or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder also has not retaliated against any person or entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject the response of the bidder or proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response."

13. **Mutual Indemnification**

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

14. Fair Labor Standards Act

Contractor shall be in compliance with the **Fair Labor Standards Act 29 USC 201-6**; Establishes minimum wage, overtime pay, equal pay, recordkeeping, and child labor standards for employees or in the production of goods for interstate commerce. **By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof is in accordance with said compliance. United States Department of Labor website: www.dol.gov/esa**

15. Small Business Entrepreneurship Programs

The Southern University System is a participant in the Louisiana for the Small Entrepreneurships Program (the Hudson Initiative) and the Louisiana Initiative for Veterans and Service-Connected Disabled Veterans-Owned Business Small Entrepreneurships. Bidders are encouraged to consider participation. A list of certified vendors and additional information can be obtained from website <http://www.ledsmallbiz.com>. Potential participants may also register at this website.

16. Tobacco-Free Policy

The use of tobacco products on any Southern University campus is prohibited by students, staff, faculty or visitors in all campus buildings, facilities, or property owned or leased by Southern University System and outside areas of the campus where non-smokers cannot avoid exposure to smoke; on campus grounds, facilities, or vehicles that are the property of the University; and at lectures, conferences, meetings, and social and cultural events held on school property or school grounds. The sale or free distribution of tobacco products, including merchandise on campus or at school events is prohibited.

17. Equal Opportunity Employer

Southern University and A&M College Systems of the State of Louisiana is an equal opportunity employer and looks to its contractors, sub-contractors, vendors, and suppliers to take affirmative action to effect this commitment in its operations. By submitting and signing this bid, the bidder certifies that he agrees to adhere to the mandates dictated by Title VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Section 303 of the Rehabilitation Act of 1973; Section 202 of Executive Order 11246, as amended; and the Americans with Disabilities Act of 1990. Bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor. Bidder further agrees to keep informed of and comply with all Federal, State, and local laws, ordinances, and regulations which affect his employees or prospective employees. Any person who is a "Qualified Individual with a Disability" as defined by 42 USC 12131 of the American with Disabilities Act who has submitted a bid on this procurement and who desires to attend the bid opening, must notify this office in writing no later than seven (7) working days prior to the bid opening date of their need for special accommodations. If the requested accommodations cannot be reasonably provided, the individual will be so informed prior to the bid opening.

18. Code of Ethics

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

19. Vendor Forms/SU Signature Authority

The terms and conditions of the SU solicitation and purchase order/contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc. The University's chief procurement officer, or designee, is delegated sole authority to execute any vendor contracts, forms, etc. Departments are prohibited from signing any vendor forms.

20. Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

21. Awarded Products/Unauthorized Substitutions

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

22. Acceptance

Upon written notice by the Owner, a Notice by Owner of Acceptance of Work will be executed and forwarded to the Contractor for recording with the Clerk of Court in the parish in which the work has been performed and shall furnish a clear Lien Certificate from the Clerk of Court (to the owner along with final invoice) forty-five (45) days after recordation of acceptance. Final payment of ten percent (10%) will be made at this time.

23. Examination of Site

Each bidder shall visit the site of the proposed project and will fully acquaint himself with conditions relating to the facilities, difficulties and restrictions attending the execution of work under this contract. No consideration or allowance will be granted the bidder for failure to visit the site or for any alleged misunderstanding of the materials/equipment to be furnished or the work to be done.

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 contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

26. 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.

27. 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).

28. Anti-Lobbying and Debarment Act

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

29. Signature Authority

L. R.S. 39:1594 (C)(4), requires the soliciting entity to require bidders to submit evidence of authority to submit the bid.

Louisiana Revised Statutes 39:1594 (C)(4) provides as follows:

(4) Evidence of agency, corporate, or partnership authority shall be required for submission of a bid to the division of administration or the state of Louisiana. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions is met:

(a) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the **secretary of state**, or the signature on the bid is that of any member of a partnership or partnership in commendams listed in the most current partnership records on file with the secretary of state.

(b) The signature on the bid is that of an authorized representative of the corporation, partnership, or other legal entity and the bid is accompanied by a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity.

(c) The corporation, partnership, or other legal entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the respective offices.

A copy of the applicable signature authority document/board resolution or LA Secretary of State Registration must be submitted with proposal.

**ADVERTISEMENT
REQUEST FOR PROPOSAL
LEASE OF SPACE FOR VENDING OPERATIONS**

PROPOSAL FOR SOUTHERN UNIVERSITY AND A&M COLLEGE SYSTEM

PROPOSAL NUMBER 50016-10320

MAY 10, 2024 – 10:30 AM

Request for Proposals bids will be received by the Southern University purchasing
Department
Baton Rouge, Louisiana 70813

Electronic system to submit RFQ:

<http://www.sus.edu/bidcertification>

Include original and a redacted copy, if applicable

As an alternate, proposals may be mailed or hand-delivered

Linda Antoine, Director

Southern University
Purchasing Department
Post Office Box 9534
Baton Rouge, Louisiana 70813
Ph. 225-771-2804

Southern University
Purchasing Department
8100 James L. Prestage Drive
J. S. Clark Administration Bldg. Annex, 1st Fl
Baton Rouge, Louisiana 70813

Note: If you use the alternate proposal delivery, include an original and 6 copies and USB, if applicable

Vendors are solely responsible for ensuring timely delivery of their proposal. The Purchasing Department is not responsible for any delays caused by vendors' chosen means of delivery. Failure to meet proposal delivery date and time will result in rejection of bids.

Any person requiring special accommodations should notify the Purchasing Office of the type(s) of accommodation required not less than seven (7) days before the due date.

Proposal Guarantee

Proposals must be made in the official name of the firm or individual under which business is conducted (showing an official business address); be signed by a person or persons authorized to legally bind the person, partnership, company or corporation submitting the proposal; and be accompanied by a refundable proposal security deposit of \$5,000.00 via certified or cashier's check or proposal bond written by a company licensed to do business in Louisiana.

Performance Bond

The Contractor awarded the proposal will be required to submit a Performance Bond in the sum mutually agreed upon for the period the contract is in effect. The bond should be made payable to Southern University. The Contractor will be notified by letter to secure a Performance Bond from a surety or insurance company currently on the U.S. Department of Treasury Financial Management Service list of approval bonding companies which is published annually in the

Federal Register, or by a Louisiana domiciled insurance company with at least an A-:VI or higher rating in the latest printing of the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-:VI rating by A.M. Best up to a limit of ten percent of policy holders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance. In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

RFQ Schedule of Activities

Event	Date/Time (Central Time)
1. RFQ advertised in The Advocate Baton Rouge and New Orleans	April 5, 12, 19, 2024
RFQ posted on LA State website (LaPAC)	April 5, 2024
2. Deadline to receive inquiries Send inquiries to: Linda Antoine, Director of Purchasing linda.antoine@sus.edu	April 26, 2024 by 5:00 PM
3. Deadline to respond to inquiries Inquiries will be posted on LaPAC	May 3, 2024 by 5:00 pm
4. Deadline to submit proposal http://www.sus.edu/bidcertification or by mail to address provided	May 10, 2024 @ 10:30 AM
5. Presentations, if required	TBD
6. Contract	Week of May 27, 2024

Contract date is tentative

SITE VISITS/TOURS (Site visits/tours will be on the three (3) Southern University Campuses)

(Non-Mandatory Site Visits but strongly urged)

Site Visit/Tour: April 16, 2024 @ 10:00 AM
 Location: Southern University New Orleans Campus
 Administration Building
 Conference Room # 306
 New Orleans, LA 70126
 (504) 286-5020

Site Visit/Tour: April 17, 2024 @ 10:00 AM
Location: Southern University Baton Rouge Campus
Purchasing Department
J.S. Clark Administration Building, Annex
1st Floor East—James L. Prestage Drive
Baton Rouge, LA 70813
(225) 771-4587 or (225) 771-2804

Site Visit/Tour: April 19, 2024 @ 10:00 AM
Location: Southern University Shreveport Campus
Leonard C. Barnes Administration Building
First Floor, Room A-23
Shreveport, LA 71107
(318) 670-6355

NOTE: Southern University reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.

RFQ may be withdrawn by written, telegraphic or received at the address or submittal portal designated prior to the time set for RFQ opening. Proposals received after closing time will be returned *unopened*. Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(a)(1)(c) and/or R.S. 39:1594(c)(2)(d).

The Southern University System is a participant in the Louisiana for the Small Entrepreneurships Program (the Hudson Initiative) and the Louisiana Initiative for Veterans and Service-Connected Disabled Veterans-Owned Business Small Entrepreneurships. Bidders are encouraged to consider participation. A list of certified vendors and additional information can be obtained from website <http://www.ledsmallbiz.com>. Potential participants may also register at this website.

ALL BID SPECIFICATIONS AND ADDENDA CAN BE OBTAINED BY ACCESSING WEBSITE <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Please contact Mary Jane Spruel, Assistant Director @ (225) 771-2800 or maryjane_spruel@subr.edu for questions concerning this advertisement and RFQ documents,

The University reserves the right to award all or done and to reject any and all bids and to waive any informalities incidental thereto.

Request for Qualifications will be accepted from contractors for Service Industry Machinery and Equipment, Vending Machines, Liquid & Food, and Beauty & Hair Products.

SOUTHERN UNIVERSITY & A&M COLLEGE
Linda A. Antoine, Director of Purchasing

SOUTHERN UNIVERSITY IS
AN EQUAL OPPORTUNITY EMPLOYER

Dates advertised: April 5, 12, 19, 2024