

“ADVERTISEMENT FOR BIDS

Sealed bids will be opened and publicly read by the Purchasing Department of The University of Louisiana at Monroe, Coenen Hall, Room 140, 4014 LaSalle Street, Monroe, Louisiana, on Tuesday, 07/30/24 at 10:00 AM DST for the following:

**Bid #50006-10 – Toner Cartridges**

**Bid #50006-42 -- Automated Snack Vending Machines (except soft drinks)**

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

Complete bidding documents may be obtained from the University of Louisiana at Monroe, Monroe, Louisiana, 71209-2250, via fax request at 318/ 342-5218 or State of Louisiana LaPac site: <https://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm> .Use Bid #50006-10 or Bid #50006-42 respectively for the correct bid packet.

No bid may be withdrawn for a period of thirty (30) days after receipt of bids.

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

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

UNIVERSITY OF LOUISIANA MONROE

## MONROE, LA 71209

INVITATION TO BID

The University of Louisiana at Monroe desires to enter into an exclusive Automated Snack Vending Contract (excluding soft drinks) on the Monroe Campus. This is a sealed bid that will be opened and publicly read by the Purchasing Department of The University of Louisiana Monroe, Coenen Hall 140, 700 University Avenue, Monroe LA 71209 on **Tuesday, 07/30/2024** at 10:00AM DST.

TERMS: The contract shall be for an initial period of three (3) years, **08/15/2024 through 08/14/2027** . At the option of The University of Louisiana at Monroe and acceptance by the contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms, and conditions. The University of Louisiana at Monroe reserves the right to cancel this contract with thirty (30) days written notice.

COMPENSATION TO UNIVERSITY: The successful bidder shall guaranty to the University an annual minimum guaranty of $20,000 unless the successful bidder's actual percentage commission rate exceeds the aforementioned annual minimum guaranty. In the event actual percentage commission rate does not exceed the annual minimum guaranty, the Vendor shall be responsible to remit the difference to the university.

VENDING PRICES MINIMUM PORTIONS AND PRODUCT SPECIFICATIONS:

The Bidder should attach to the Bid Response forms a list of the products and their respective brand names that are to be furnished as stated below:

Snacks — minimum of 5 selections (including but not limited to chips, crackers, peanuts, cookies, gum) Candy —minimum of 12 selections

Pastries — minimum of 5 selections (including but not limited to fruit pies, cinnamon rolls, muffins, donuts) Pharmacy — variety of menu items including but not limited to portable snacks, sandwiches, meals, soup, lunchables.

Initially set the selling price for the contract period as follows:

Selling price:

 Snacks / chips $\_\_\_\_\_\_\_\_\_\_\_\_

 Candy / Pastry $\_\_\_\_\_\_\_\_\_\_\_

 Cold/frozen food items (Varied) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Product Size: Provide products packages as follows throughout the term of the contract, unless otherwise amended:

* 1. Chips ----- 1 oz bag or larger
	2. Candy / Snacks / Pastry standard size package
	3. Cold (frozen food items standard size package)

Healthy product selections: Agree to provide some healthy product selections for each machine with the assistance of the Executive Director Auxiliary Enterprises as needed.

Vending prices, minimum portions, and product specifications will be comparable to vending items within the market area of the University and must be approved by the University. All items vended are to be limited to those enjoying national and local acceptances.

All products should enjoy national and local acceptance and name recognition. The University reserves the right to (eject any product considered in its judgment not to enjoy national and local acceptance and name recognition. If rejected the vendor will be required to offer a product deemed acceptable to the University to meet this intent of national and local acceptance and name recognition.

All perishable items shall be packaged, coded and replaced with fresh products on inventory rotation schedules mutually agreed to by the University and successful bidder.

Approval for all food type items will be subject to the University's current contracts. Request for approval to vend any other type food items must be requested in writing by the successful bidder to the Executive Director of Auxiliary Enterprises.

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

EQUIPMENT: All vending machines must be approved by the university prior to installation. The University requires all equipment to be in good operation condition, similar design, and sturdy and equipped with electronic coin/bill, credit / debit / Warhawk Express changer mechanisms. The Vendor shall equip each vending machine with a non-resettable electronic counter for recording all sales by each machine. Meters may not have a timing device to start and stop the meter. The vendor shall furnish vending equipment in first class mechanical operation and attractive in appearance on the date of installation. Equipment shall be of the most recent model and not manufactured before 2015. Acceptable appearance shall be determined solely by the University. There shall be a minimum of 25 machines on campus.

Additional snack machines may be added as needed/requested provided the Vendor and Executive Director Auxiliary Enterprises are in agreement. Executive Director Auxiliary Enterprises will provide exact locations of each machine. Initial and subsequent equipment installation be identified by serial number, manufacturer, type of equipment and year model. The University shall review the non-resettable counters at quarterly intervals with the Vendor or upon a time schedule agreed upon accordingly. The Vendor shall notify the Executive Director Auxiliary Enterprises prior to the removal or installation of any machine at the facility. The Executive Director Auxiliary Enterprises shall be notified and the meter readings verified for these units.

Machines must accept Warhawk Express, credit and debit cards and be compatible with the TouchNet Credit Card system. Vending must support TouchNet’s Onecard – either through approved vending terminals, use of gateway solutions (Apriva or Trove), or direct connections to the One Card API. Integration to TouchNet’s Onecard solution is required along with an integration fee.

A virtual market refrigerated machine with micro market platform shall be installed at the Pharmacy building with the potential for more machines of this type on the ULM campus. ULM reserves the right to have the virtual market refrigerated machine removed from the College of Pharmacy and have it replaced by a machine or machines from another company and this change will not affect this agreement. This bid does not grant campus-wide exclusivity to the vendor, but rather allows placement of  specific machine types in specific locations for the duration of the term. The University reserves the right to work with alternate vendors for the provision of certain other machine types to be placed in or near these same locations for College of Pharmacy.

The equipment may be new and/or updated. New equipment shall be of most recent model and be equipped with electronic sales totalizers capable of providing digital display of total sales. Equipment no older than 2015 shall installed at The University. Machines shall be equipped with nonreset item sale counters. The University shall designate when machines in service shall be rebuilt, reconditioned, or replaced. Machines must have a guaranteed delivery system and non-reset counters.

The vending machines shall be the same height and be compatible in terms of décor when two or more machines are placed in the same location except as otherwise mutually agreed by University and Contractor.

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

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

The Contractor shall provide equipment maintenance and repair 24 hours a day, seven days a week. Equipment that cannot be returned to full service within 72 hours of notification shall be replaced with comparable equipment of like quality until original equipment is returned to service.

Clarification

Provide an explanation of how an upcharge on a credit card transition is passed onto the customer.

Reporting

Vendor shall be responsible for keeping separate and distinct records on each machine. The university reserves the right to accompany the representatives of the successful bidder on his calls to service the vending machines. The vendor shall submit a commission report to the office of Auxiliary Enterprises by the 15th of each month covering the operations of the preceding month. Commission payment or statement to the University shall include accounting records that indicate totalize counter readings for each machine and location. This accounting report shall indicate total dollars sold by each machine and calculation of commissions based on sales as represented by non-reset counters.

SPECIAL VENDING RECOMMENDATIONS: The University is continually striving to enhance and upgrade its Warhawk Express Debit Card Program to provide its community with a state-of-the-art debit card system. The successful bidder shall agree to upgrade their machines to remain compatible with any debit card program the University uses.

The following are basic recommendations that the successful bidder should consider in order to integrate with the University's current debit system:

* All Vending machines shall be online for use with the University's Warhawk Express / Credit Cards Program should include the card reader, controller and networking that will connect to the Terminal server;
* Vendor will be responsible for commissioning and maintenance of card readers, controllers and cables.

The accounting for debit card transactions will be determined and agreed upon by the successful bidder and the University prior to installation of the debit card acceptors. All money tendered in vending machines through the Warhawk Express Debit Card Program will be remitted to the vendor on a monthly basis.

OPERATIONS AND SERVICE: The machines shall be operated over the full calendar year. Reductions in service and/or selections may be arrived at by mutual agreement for Intersession (Maymester), the summer sessions and University holidays.

In addition to the necessary operation instructions, the Contractor shall affix to each snack vending machine information such that customers may report machine malfunctions, product quality deficiencies and make refund requests through the Executive Director of Auxiliary Enterprises.

The Vendor shall deliver snack products to all vending equipment, Monday through Friday, at hours determined by the Executive Director Auxiliary Enterprises. The Executive Director Auxiliary Enterprises shall also determine specific locations that require product service on Saturdays, Sundays and holidays. The vendor shall identify certain equipment that requires product stocking more frequently and shall maintain adequate inventory in such equipment.

The Contractor must provide factory-trained repairman and well-qualified, uniformed service personnel available 24 hours per day, seven days per week for emergencies.

**BID #42 THE UNIVERSITY OF LOUISIANA AT MONROE**

**Due: 07/30/2024 PURCHASING DEPARTMENT**

**@ 10:00 AM COENEN HALL ROOM #140**

 **700 UNIVERSITY AVENUE, MONROE LA 71209-2250**

**FAX 318/342-5218**

**SPECIAL CONDITIONS:**

* PLEASE SUBMIT YOUR QUOTE ON THE FOLLOWING ITEMS. ALL ITEMS ARE AS SPECIFIED OR APPROVED EQUAL. THE BRAND NAME GIVEN IS TO ESTABLISH THE QUALITY DESIRED AND DOES NOT EXCLUDE OTHER BRANDS.
* **IT IS THE BIDDER’S RESPONSIBILITY TO CHECK FOR ANY POSSIBLE ADDENDA THAT MAYBE ISSUED. ULM IS NOT RESPONSIBLE FOR A BIDDER’S FAILURE TO ENSURE ANY ADDENDA DOCUMENTS REQUIRED TO COMPLETE AN INVITATION TO BID.**
* IF BIDDING OTHER THAN SPECIFIED, SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS.
* FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.
* ANY ADDITIONS, DELETIONS, OR VARIATIONS FROM THE SPECIFICATIONS SHOULD BE NOTED IN WRITING.
* ANY INTERPRETATION OF THE DOCUMENTS WILL BE MADE BY ADDENDUM ONLY, ISSUED BY THE PURCHASING DEPARTMENT. YOU MAY FAX QUESTIONS TO THE PURCHASING DEPARTMENT AT 318/342-5218 or email joseph@ulm.edu or chcarter@ulm.edu.
* ANY CLAIMS OR CONTROVERSIES ASSOCIATED WITH THE CONTRACT ISSUED AS A RESULT OF THIS SOLICITATION WILL BE RESOLVED BY THE PROVISIONS OF LSA-R.S 39:1672.2-1672.4.

* ALL SHIPPING AND HANDLING CHARGES MUST BE INCLUDED IN UNIT BID QUOTE PRICE.
* PLEASE STATE ESTIMATED DELIVERY TIME AFTER RECEIPT OF ORDER: \_\_\_\_\_\_\_\_\_\_\_\_\_
* UNLESS OTHERWISE SPECIFIED, BIDS ON THIS CONTRACT WILL BE ASSUMED TO BE FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE SPECIFIED CONTRACT PERIOD.
* ALL INQUIRIES MUST BE REDUCED TO WRITING AND SENT TO THE PURCHASING DEPARTMENT. ALL INQUIRIES MUST BE REDUCED TO WRITING AND SENT TO THE PURCHASING DEPARTMENT. INQUIRIES MAY BE PROVIDED BY MAIL, FAX, EMAIL, HAND DELIVERY, ETC. ANSWERS TO ALL INQUIRIES WILL BE PROVIDED BY THE PURCHASING DEPARTMENT BY ADDENDUM. Inquiries will be accepted until 07/24/24.

GENERAL SPECIFICATIONS

REFUNDS: Refunds to a credit / debit / Warhawk Express Card must be made by the machine/vendor within 24 hours directly to the card used. The vendor shall work with Auxiliary Enterprises regarding cash refunds.

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

The successful bidder shall:

l. Maintain facilities and conduct business in compliance with the State and local laws appertaining thereto and in conformance with general University business policies and practices;

1. Agree to contract for goods, services, and employment in the firm's name and will not implicate the University directly or by inference in these transactions;
2. Agree that during the terms of this contract Contractor and Contractor's employees will conduct themselves in a careful and prudent manner. Contractor will not permit the University facilities to be used for purposes other than the operation and service of automated snack vending machines;
3. Maintain separate and distinct records for each machine and post prominently on the inside of each snack vending machine a detailed inventory of items. The University reserves the privilege of accompanying Contractor's employees on service calls and when meter counts and collections are made at a time determined by the University;

Records of the Contractor will be subject to inspection by a designated representative of the University. The format for sales report summaries will be determined by mutual agreement and shall include current month as well as year-to-date aggregate sales figures, tax, and annual guarantee summaries.

Ensure any previous university name / logo / contact number is removed before a machine is approved and installed at ULM. Likewise when the contract ends, an ULM Name / Department / Logo / Contact number must be removed from the machines.

1. Make annual guarantee payment to the Office of Auxiliary Enterprises within 10 business days after awarding of the purchase order.
2. Be solely responsible for machines placed in the designated locations and the products within the machines, as well as machine receipts. The University will in no way be liable for destruction or theft of the property of the Contractor through vandalism or any other cause. The University will cooperate to that extent it deems feasible in guarding against such occurrences;
3. Purchase all licenses necessary for the conduct of these operations and shall pay local, state, and federal taxes applicable to the operation of this contract;
4. Agree that upon the termination of the contract the Contractor shall remove all equipment and surrender the premises in as good condition as when received, ordinary wear and use excepted. (Ordinary wear and use will be determined by the University);
5. It is agreed that the Legislative Auditor of the State of Louisiana shall have the right to audit all accounts that relate to this contract.

INSURANCE: Contractor must have insurance as per Exhibit A.

PERFORMANCE BOND: Prior to receiving a contract, the successful bidder shall be required to furnish a performance bond written by a company licensed to do business in Louisiana in an amount equal to 100% of the contract amount or annual guarantee. The Performance and Payment Bond shall be written by a company licensed to do business in Louisiana and who is currently on the U.S. Department of the Treasury Financial Management Service List of approved bonding companies which is published annually in the Federal Register, or by a Louisiana-domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policy holders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana owned by Louisiana residents and is licensed to write surety bonds.

The Bond must be received within ten business (10) days from the date of notification of award.

If the Bond is not received within this period of time, The University reserves the right to award to the next acceptable bidder, or to reject all bids and re-advertise, whichever is in the best interest of the State of Louisiana.

INDEMNIFICATION AGREEMENT

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

Accepted by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Tile

Date Accepted: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Is Certificate of Insurance Attached? \_\_\_\_\_\_\_\_Yes \_\_\_\_\_\_\_\_No

Contract No. Bid #50006-042 for the UNIVERSITY OF LOUISIANA AT MONROE

Purpose of Contract: Snack Vending Machines (except soft drinks)

BID RESPONSE FORM

Business Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone no.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Scope of Service: Snack, candy, pastry, and cold/frozen food vending

Service location: University of Louisiana Monroe 700 University Avenue, Monroe, LA 71209

Contract period:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

No.\_\_\_\_\_\_\_ Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_ No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Each Bidder should complete all blanks hereinafter specified on the Bid Response Forms and provide documentation as requested herein. Failure to do so may result in rejection of the offer without further consideration.



MINIMUM GUARANTY:

I/We agree to pay University of Louisiana Monroe an annual minimum guaranty of twenty thousand dollars ($20,000) unless the actual percentage commission rate stated hereinafter exceeds the aforementioned annual minimum guaranty.

COMMISSION RATE:

I/We agree to pay University of Louisiana Monroe the percentage commission rate of

 percent ( \_\_\_\_\_\_\_\_%)

Based on the \*gross cash sales after taxes of each unit dispensed.

Note: If commission rate is different for succeeding contract terms, state the applicable percentage:

4th year 5 di year

\*Gross sales for the purpose of this contract is to be calculated by the difference between the beginning and ending cash readings of

PROPOSAL RESPONSE FORM

Product quantities and prices are needed in order to compare proposals. To ensure equitable comparisons for evaluation the quantities must all in ounces.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **PRODUCT CATEGORY** | **PRODUCT BRAND NAME & MANUFACTURER** | **VEND UNIT SIZE** | **VENDING PRICE PER UNIT** | **VENDING PRICE PER OUNCE** |
| NUTS |   |   |   |   |
| CRACKERS |   |   |   |   |
| COOKIES |   |   |   |   |
| CHIPS |   |   |   |   |
| CANDY |   |   |   |   |
| PASTRIES |   |   |   |   |
| COLD FOOD |   |   |   |   |
| ICE CREAM |   |   |   |   |
| OTHER |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |

|  |
| --- |
| **SNACK VENDING BID 042 DECISION-MAKING MATRIX & EVALUATION CRITERIA** |
|  |  |  |  |
| **Evaluation Criteria** |  |  |  |
| The University will evaluate proposals based on the following criteria. |  |  |
| The maximum score for each criterion is shown. |  |  |  |
|  |  |  |  |
| **CRITERIA** | **MAXIMUM SCORE** |  |
| **Value to students** | **20** |  |  |
| **Financial commitment** | **30** |  |  |
| **Commitment to partnering with University to support University's plan to affect snack consumption patterns over time** | **20** |  |  |
| **Operational plan and contract management** | **10** |  |  |
| **Proposer experience and qualifications** | **10** |  |  |
| **Proposer expectations and requirements** | **10** |  |  |

Rev 2/19/19

Example of Historical Usage and Past Sales:

For Fiscal Year 2023

|  |  |
| --- | --- |
| Month |  |
| January | $ 8,266.26 |
| February | $ 7,889.67 |
| March | $ 10,178.77 |
| April | $ 6,662.44 |
| May | $ 5,296.92 |
| June | $ 3,630.22 |
| July | $ 2,876.30 |
| August | $ 4,106.80 |
| September | $ 10,700.69 |
| October | $ 10,009.52 |
| November | $ 8,830.26 |
| December | $ 4,377.07 |
|  TOTAL | $ 82,824.92 |

**THE UNIVERSITY OF LOUISIANA AT MONROE**

 Purchasing Department

(Physical Address: Coenen Hall Room 140, 4014 LaSalle Street)

 700 University Avenue

 MONROE, LA 71209‑2250

 INSURANCE REQUIREMENTS

WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: The Contractor shall, before commencing any work to be conducted under this contract, procure Workmen's Compensation and Employer's Liability insurance with a limit of liability as required by the Labor Code of the State of Louisiana with an insurance company authorized to write such policies of insurance in the State of Louisiana. It shall be the further responsibility of the Contractor to require that all subcontractors have in full force and effect, a policy of Workmen's Compensation and Employer's Liability insurance before proceeding with any of the work required under this contract.

GENERAL LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE: Commercial General Liability Insurance with a combined single limit of $1,000,000 per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage and indicate on the Certificate of Insurance which of the following coverage is not included in the policy, if any:

1. Premises - Operations;

2. Broad Form Contractual Liability;

3. Products and Completed Operations;

4. Use of Contractors and Subcontractors;

5. Personal Injury;

6. Broad Form Property Damage

BUSINESS AUTOMOBILE LIABILITY INSURANCE: Business Automobile Liability Insurance with a combined single limit of $1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:

1. Owned automobiles;

2. Hired automobiles;

3. Non-owned automobiles

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

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

Bid or Request for Quotation Number: 50006-042\_

SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FIRM: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THE UNIVERSITY OF LOUISIANA AT MONROE**

**INFORMATION FOR BIDDERS AND STANDARD CONDITIONS**

1. **GENERAL INFORMATION**
	1. Address all inquiries and correspondence to the buyer at the phone and address as shown on cover page.
	2. Bids will be accepted in the Office of the Purchasing Department, Coenen Hall, Room 140, 700 University Avenue, Monroe, LA 71209-2250, until time and date as stated on cover page. Physical address for hand delivery is Coenen Hall 140, 4014 LaSalle Street, Monroe LA 71209.
	3. Formal bids, amendments thereto or requests for withdrawal of bids or any part thereof received after time specified for bid opening will not be considered, whether delayed in the mail or for any other cause whatsoever.
2. **BID FORMS**
	1. All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed. Bids in the following manner will not be accepted:
		1. Bid contains no signature indicating intent to be bound;
		2. Bid filled out in pencil; and
		3. Bid not submitted on the university’s standard forms.
	2. Bids must be received at the address specified in the solicitation prior to bid opening date and time in order to be considered. Telegraphic and Fax alterations to bids received before bid opening time will be considered provided formal bid and written alteration have been received and time-stamped before bid opening time. Entire bid should be returned, except item pages not bid.
3. **STANDARDS OF QUALITY**
	1. Any product or service bid, shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation, unless otherwise specified in the solicitation, and manufacturer’s name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation.
	2. Unless specifically called for in the solicitation, all products for purchase must be new, never previously used, and the current model and/or packaging and of best quality as measured by acceptable standards of the trade, and any defects in any product may cause its rejection. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation, where applicable, all products are to be covered by standard factory warranty unless otherwise specified by the University.
	3. Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for the buyer to evaluate quality, suitability, and compliance with the specifications in the solicitation. Failure to submit descriptive information may cause bid to be rejected. Any change made to manufacturer’s published specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.
4. **BID OPENING**

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

1. **REJECTION OF BIDS**

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

1. **AWARDS**
	1. Unless otherwise stated, award will be made to the lowest, responsible bidder, taking into consideration the quality of the products to be supplied and their conformity with the specifications.
	2. The university reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
	3. Preference is hereby given to materials, supplies, and provisions, produced, manufactured, or grown in Louisiana, quality being equal to articles offered by competitors outside of the state.
	4. Only the issuance of a purchase order constitutes acceptance on the part of the University. The University of Louisiana at Monroe adheres to the equal opportunity provisions of federal civil rights laws and regulations.
2. **PRICES**
	1. Unless otherwise specified by the university in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period. Bids other than F.O.B. Destination may be rejected. Prices should be quoted in the unit (each, box, case, etc.) as specified in the solicitation. Failure to do so may result in your bid being rejected.
	2. The University will not aid in the unloading of any freight, nor be responsible for any additional freight charges. Charges for extra freight labor needed for unloading bulky or heavy items as defined under National Motor Freight Regulations must be included in bid prices.
3. **Non-Installed Merchandise.** If you are the successful bidder, you are to make notation on freight bills and bills-of-lading that shipper guarantees charges to protect University against contingency of additional freight charges. Should extra charges be necessary, they will be charged back to the shipper.
4. Instruct the shipper to include on bills-of-lading and freight bills our Purchase Order Number and our company name as first or second vendor. We are more concerned from whom we purchased the merchandise than from whom the merchandise was shipped. If freight is unidentifiable, the University will be forced to refuse shipment.
5. **Installed Merchandise**. All merchandise bid upon “installed” means that you are to deliver, be on hand to receive merchandise when it reaches our premises, uncrate or unpack, assemble and set in place ready for operation, and remove debris from site.
6. The only exception to this statement will be those of instances where installed merchandise comes onto the Campus and is of a nature that the freight line can handle the items involved without the aid of University personnel. In these instances, we will allow the freight line to unload the merchandise at the proper site, and will then notify the proper vendor that the merchandise is on hand and ready for installation.
7. The shipment is to be consigned to your establishment in care of THE University of Louisiana at Monroe with notation on bills-of lading for the freight carrier to contact you, the vendor, before delivery. The University will take no part in the delivery of this merchandise except as noted above.
8. Should for any reason merchandise of a nature requiring additional unloading labor be delivered to our Campus without the vendor being here to receive the freight, the University will refuse to receive the freight and ask the freight line to contact the vendor to arrange for proper delivery. The University will not be responsible for re-delivery charges.
	1. Cash discounts will be considered and time will be counted for date of delivery at the University of Louisiana at Monroe or from date correct invoice is received from contractor, if latter date is later than date of delivery. A cash discount for less than 30 days will not be considered in making an award.
	2. All bids must be firm prices, free of any escalator clauses.
9. **NEW PRODUCTS**

Unless specifically called for in the solicitation, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation. The manufacturer’s standard warranty will apply unless otherwise specified in the solicitation.

1. **DELIVERIES**

Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation.

1. **TAXES**

Vendor is responsible for including all applicable taxes in the bid price. The University of Louisiana at Monroe, a state agency, is exempt from all state and local sales and use taxes.

1. **PAYMENT**

After receipt and acceptance of order and receipt of valid invoice, payment will be made by the University of Louisiana at Monroe within thirty (30) days. Payment will be made at the respective unit prices shown on the bid, less any percentages off list price, less Federal excise tax, less cash discount earned.

1. **CONTRACT CANCELLATION**

The University of Louisiana at Monroe has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) Failure to deliver within the time specified in the contract; (2) Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) Misrepresentation by the contractor; (4) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

1. **DEFAULT OF CONTRACTOR**

Failure of a contractor to deliver within the time specified, or failure to make replacements of rejected articles, shall permit the University to purchase in the open market articles of comparable grade to take the place of those rejected or not delivered. On all such purchases the contractor shall reimburse the University for any expense incurred in excess of contract prices. Such purchases will be deducted from contract quantities.

1. **CONTRACT RENEWALS**

Upon agreement of the University of Louisiana at Monroe and the Contractor, a term contract may be extended for four (4) additional twelve (12) month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed sixty (60) months.

1. **ORDER OF PRIORITY**
	1. In the event there is a conflict between the Instructions to bidders or Standard Conditions and the Special Conditions, the Special Conditions shall govern.
	2. Any interpretation of the documents will be made by Addendum only, issued by the purchasing department, and a copy of such addendum will be mailed or faxed to each person receiving a set of the bid documents. The University will not be responsible for any other explanation of the documents.
2. **APPLICABLE LAW**

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

1. **COMPLIANCE WITH CIVIL RIGHT LAWS**

By submitting and signing this bid, bidder agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

1. **SPECIAL ACCOMMODATION**

Any “Qualified individual with a Disability” as defined by the American with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

1. **INDEMNITY**

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

1. **SIGNATURE AUTHORITY**

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

**PLEASE CIRCLE ONE**:

1. The signer of the bid is either a Corporate Officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in Commendam as reflected in the most current Partnership Records on file with the Secretary of State. A copy of the Annual Report or Partnership Record must be submitted to this office before contract award.
2. The signer of the bid is a representative of the Bidder Authorized to submit this bid as evidenced by documents such as, Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the Resolution, Certification, or other supportive documents must be attached hereto.
3. The bidder has filed with the Secretary of State an Affidavit or Resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.
4. In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2013, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty of “nolo contendere” to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, Professional, Personal, Consulting, and Social Services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.
5. **CERTIFICATION OF NO SUSPENSION OR DEBARMENT.**

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

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

1. **FEDERAL CLAUSES, IF APPLICABLE**

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

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

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

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

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

 24. **PIGGYBACK**

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