



BID NUMBER: **SB# 7665**

DATE: **June 27, 2025**

**NORTHWESTERN STATE
UNIVERSITY**

Business Affairs – Purchasing Section
St. Denis Hall/ 200 Sam Sibley Dr.
Natchitoches, Louisiana 71497
(318) 357-5716
email: purchasing@nsula.edu

INVITATION FOR BID: Sealed bid, subject to the conditions herein stated and attached hereto, will be received at this office until **2 pm Thursday, July 24, 2025**, and then publicly opened for furnishing the items and/or services as described below for Northwestern State University:

DESCRIPTION

**Automated Vending Contract
Ft. Polk Campus, Leesville, La.**

BIDDERS PLEASE FILL IN ALL BLANK SPACES AND SIGN BELOW

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

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

VENDOR NAME

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

ADDRESS

PRINTED OR TYPED NAME / TITLE

CITY, STATE, ZIP

FEDERAL TAX IDENTIFICATION NUMBER (FIN)

TELEPHONE NUMBER

EMAIL

DATE

ACCEPTANCE / AWARD

Date of Award and Execution

Recommendation: _____

Approved: _____
Ashlee Grayson, Director of Purchasing

INSTRUCTIONS TO BIDDERS

1. Bid Forms

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

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

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

Telegraphic and fax alterations to bids received before bid opening time will be considered provided formal bid and written alteration have been received and time-stamped before bid opening time.

2. Submission of Bids

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

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

*******Submittals should have ITB #7665 clearly printed on all documents and shipping containers, failure to clearly label submittals may result in rejection.*******

For courier delivery, the street address above and the telephone number is (318-357-5716). It is solely the responsibility of each Bidder to ensure that their submittal is delivered at the specified place and prior to the deadline for submission. Submittals received after the deadline will not be considered.

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

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

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

5. Standard of Quality: Any product or service bid shall conform to all applicable Federal and State laws and regulations and the specifications contained in the ITB. Unless otherwise specified in the ITB, any manufacturer's name, trade name, brand, name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the ITB.

6. Descriptive Information: Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for NSU Purchasing to evaluate quality, suitability, and compliance with the specifications in the ITB. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not fully comply with specifications (including brand and/or product number), bidder must state in what respect the item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

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

7. Interpretation of Solicitation/Bidder Inquiries: If Bidder is in doubt as to the meaning of any part or requirement of this solicitation, Bidder may submit a written request for interpretation to the Buyer-of-Record at purchasing@nsula.edu. Written inquiries must be received in the NSU Purchasing Office no later than **five (5) calendar days prior to the opening of bids** and **must clearly cross-referenced to the bid/solicitation/specification number in subject field** of the email request.

No decisions or actions shall be executed by any Bidder as a result of oral discussions with any NSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the NSU Purchasing Office, and mailed or delivered to all Bidders known to have received the solicitation. NSU shall not be responsible for any other interpretations or assumptions made by Bidder.

8. Bid Opening: Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting Northwestern State University Purchasing during normal working hours. Written bid tabulations will not be furnished.

9. Award: Award will be made to the lowest responsible bidder, taking into consideration the quality of the products to be supplied, their conformity with specifications, the purposes for which they are required, and the time for delivery. Northwestern State University Purchasing reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

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

11. Conditions of Purchase Orders: We will not in any manner be responsible for goods delivered or work done for our account without a written order. No allowance for boxing or crating. If you cannot fill order as directed, return for advice. Quantities in excess of the order may be returned or held subject to shipper's order, expense and risk. By accepting the order, you hereby warrant that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agree that this warrant shall survive acceptance of the merchandise and that you will bear the cost of inspecting merchandise rejected. Northwestern State University reserves the right to purchase additional quantities at the same price, terms, and conditions for a period of ninety (90) days from the date of order based upon vendor acceptance.

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

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

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

15. U.S. Taxpayer Identification Number: Vendor must include an IRS Form W-9 and enter your taxpayer identification number in the appropriate space on the Specifications and Bid Form Page. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. PAYMENT CANNOT BE PROCESSED WITHOUT YOUR TAX I.D. NUMBER.

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

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

18. Contract Renewals: Upon Agreement of Northwestern State University Purchasing and the contractor, an open-ended requirements contract may be extended for 2 additional 12-month periods at the same prices, terms, and conditions. In such cases, the total contract term cannot exceed 36 months.

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

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

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

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

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

24. Discrimination and EEOC COMPLIANCE: The contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act 1972, and contractor agrees to abide by the requirements of the Americans With Disabilities Act of 1990: Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or in accordance with KBB 2004-54 because of an individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

25. Standard Preference:

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

Do you claim this preference? Yes _____

Specify Item Number(s) _____

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

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

Do you claim this preference? Yes _____

Specify Item Number(s) _____

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

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

Yes: _____ No: _____

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

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

27. Right to Audit: The Contractor agrees that the University and the Legislative Auditor of the State of Louisiana shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of the Contractor related to this bid and any resulting contract agreement.

28. Official University Recognized Holidays: The following is a list of officially recognized University Holidays:

New Year's Day

Martin Luther King Day

Mardi Gras Day

Good Friday

Memorial Day

Juneteenth

July 4th

Labor Day

Thanksgiving Day

Christmas Day

29. Qualification of Bidder: NSU reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any Bidder to perform the contract work. The Bidder shall furnish all information and data (including additional samples) for this purpose as NSU may request. The unreasonable failure of any Bidder to promptly supply information in connection with an inquiry may be grounds for a determination of non-responsibility.

Bids submitted are subject to provisions of the laws of the State of Louisiana including but limited to L.R.S. 1551-1736; Purchasing rules and regulations; executive orders; standard terms and conditions; special considerations; and specifications listed in this solicitation.

(Signature Authority/Title)

BIDDERS MUST SIGN IN INK

I M P O R T A N T

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

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

By signing the bid, the bidder certified compliance with the above.

A Member of the University of Louisiana System

WE ARE AN EQUAL OPPORTUNITY UNIVERSITY

IMPORTANT NOTES:

- 1. VENDOR BIDDING ANYTHING OTHER THAN EXACT GOODS/SERVICES SPECIFIED IN THESE SPECIFICATIONS SHOULD SUBMIT DESCRIPTIVE AND ILLUSTRATIVE LITERATURE WITH BID FOR CONSIDERATION OF AWARD. FAILURE TO DO SO MAY BE CAUSE FOR REJECTION OF BID.**
- 2. ALL PRICES QUOTED ARE TO REMAIN FIRM UNTIL ALL DELIVERABLE GOODS OR SERVICES ARE RENDERED TO AND ACCEPTED BY NORTHWESTERN STATE UNIVERSITY.**
- 3. IN THE EVENT OF EXTENSION ERRORS, THE UNIT PRICE ON THE BID FORM SHALL PREVAIL.**
- 4. NORTHWESTERN STATE UNIVERSITY ADHERES TO NET 30 PAYMENT TERMS. ALL OTHER PAYMENT TERMS MUST BE DISCLOSED WITH BID. BE ADVISED THAT STRICTER PAYMENT TERMS MAY BE CAUSE FOR REJECTION OF BID.**
- 5. QUANTITIES ARE APPROXIMATE AND ARE NOT GUARANTEED BY THE UNIVERSITY. THE UNIVERSITY RESERVES THE RIGHT TO INCREASE OR REDUCE QUANTITY AS NEEDED IF IN THE BEST INTEREST OF THE UNIVERSITY.**
- 6. THE UNIVERSITY RESERVES THE RIGHT TO AWARD PROPOSAL ON AN INDIVIDUAL ITEM BASIS, A COMBINATION OF ITEMS BASIS, OR AS A TOTAL PACKAGE TO ONE VENDOR, WHICHEVER IS IN THE BEST INTEREST OF THE UNIVERSITY.**
- 7. BID SUBMISSIONS MUST DISCLOSE ALL FEES INCLUDING SHIPPING, HANDLING, FREIGHT, FUEL SURCHARGES, ETC.. NO ADDITIONAL FEES WILL BE ACCEPTED AFTER AWARD.**
- 8. FAILURE TO COMPLY WITH ANY MANDATORY REQUIREMENTS SHALL BE CAUSE FOR REJECTION OF BID.**
- 9. VENDORS ARE ADVISED THAT ALL HARARDOUS PRODUCTS MUST BE ACCOMPANIED BY A "HARZARDOUS MATERIALS DATA SHEET". THIS SHEET MUST ALSO INCLUDE SUGGESTED ANTIDOTES FOR INGESTION AND OTHER CONTACT.**
- 10. ANY QUESTIONS ARISING FROM EITHER THE SPECIFICATIONS AND/OR JOBSITE VISIT MUST BE ADDRESSED IN WRITING TO PURCHASING@NSULA.EDU AND WILL BE ANSWERED VIA ADDENDUM.**
- 11. NO ADDENDA WILL BE ISSUED WITHIN A PERIOD OF SEVENTY-TWO (72) HOURS PRIOR TO THE DATE SET FOR THE RECEIPT OF BIDS EXCEPT AN ADDENDUM, IN NECESSARY, POSTPOSING THE DATE OF RECEIPT OF BIDS OR CANCELLING THE REQUEST FOR BIDS.**
- 12. TAX EXEMPTION: *Northwestern State University is exempt from all Louisiana state and local sales and use taxes and will not pay taxes delineated on invoices for this or any other project. Northwestern State University is a tax-exempt State Agency. However, that tax-exempt status does not transfer to its contractors, subcontractors, suppliers or vendors for their use in purchasing project-related materials.***

Exhibit A
Insurance Requirements Contractor's Liability Insurance

Proof of insurance will be required with the submission of the bid form.

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

Compensation Insurance: The contractor and subcontractors shall purchase and maintain during 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 here under by the contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope and Limits of Insurance

1. Worker's Compensation

Worker's Compensation insurance shall be in compliance with the worker's 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 the water and involves maritime exposure, applicable LHWSCA, Jones Act, or other maritime law coverage shall be included and the employer's liability limit increased to a minimum of \$1,000,000. A. M. Best's insurance company rating requirement may be waived for worker's 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 minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability Occurrence 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 deductible or self-insured retentions must be declared to and accepted by the Agency. The contractor shall be responsible for all deductibles and self-insured retentions.

C. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

- a. The agency, its officers, agents, employees, and volunteers shall be 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 Employer's 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 Coverages
- a. Coverage shall not be cancelled, suspended, or voided by either party (the contractor or the insured) or reduced in coverage or in limits except after thirty (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 an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for worker's 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, contract 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

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

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 Worker's Compensation Act or otherwise, under any 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.

NORTHWESTERN STATE UNIVERSITY
NATCHITOCHES, LA 71497

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

TERMS OF CONTRACT: The length of this contract will be for the period July 1, 2025, through June 30, 2026. At the option of the University and acceptance by the Contractor, the contract may be renewed for two additional twelve (12) month periods at the same price, terms and conditions. This multi-year contract will be canceled only if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first; however, this does not affect either the University's rights or the Contractor's rights under any other termination clause in the contract. The contract may be terminated by either party with sixty (60) days written notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL SPECIFICATIONS

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

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

The successful bidder shall:

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

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

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

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

BID FORM

Automated Vending Contract
Ft. Polk Campus
Leesville, Louisiana

Contract Period 07/01/25 to 06/30/26

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

To Whom It May Concern:

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

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

**TOTAL BID
AMOUNT**

(Words)

\$ _____
(Figures)

VENDOR NAME

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

ADDRESS

TITLE

CITY, STATE, ZIP

FEDERAL TAX IDENTIFICATION NUMBER (FIN)

DATE

CERTIFICATION STATEMENT

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

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

Official Contact Name: _____ Date: _____

Email Address: _____

Telephone Number: _____

Facsimile Number: _____

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

1. The information contained in its response to this ITB is accurate.
2. Bidder complies with each of the mandatory requirements listed in the ITB and will meet or exceed the requirements specified therein.
3. Bidder agrees to provide all tasks, services, and deliverables listed in Scope of Services for the total cost stated on Bid Form;
4. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in this ITB.
5. Bidder confirms that its bid will be considered valid until award is made.
6. In making this bid, each Bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
7. Bidder certifies, by signing and submitting a proposal for \$25,000 or more, 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 www.epls.gov.)

Professional Job Title: _____

Official Company Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

SIGNATURE of Bidder's Authorized Representative: _____

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

Date: _____

INDEMNIFICATION AGREEMENT

The _____ {Contractor/Lessee} 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/Lessee}, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by _____ {Contractor/Lessee} 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/Lessee} 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. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. _____ for _____
State Agency Name

PURPOSE OF CONTRACT:

