



Return this **SIGNED** form to:
 Louisiana Tech University
 Office of Purchasing
 PO Box 3157
 208 Keeny Circle, RM 408
 Ruston, Louisiana 71272

INVITATION TO BID

DO NOT SHIP BASED UPON THIS BID

Bid Number: 50012-647-26	Bid Title: Candy / Snack Vending Machine Services
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Bid Schedule:

Pre-Bid Conference: N/A Bid Submission Deadline / Opening: April 22, 2026 @ 2:00 PM	Bidder agrees to comply with all conditions below and attached to this request. Prices are to be complete and the FOB point is to be Louisiana Tech University unless otherwise specified.
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Bidder Information: (Bidder to provide all required information)

(Full Company Name)			
(Full Street or Mailing Address)			
(City)	(State)	(Zip)	
(Phone)	(Email)	(Fax)	
(Company Quote Number if Applicable)		PRICES MUST BE FIRM FOR AT LEAST 30 DAYS FROM BID OPENING DATE	

FAILURE TO SIGN BELOW IN INK SHALL DISQUALIFY BID

 Typed or Printed Name / Title _____
Authorized Signature

<p>The Louisiana Tech University Office of Purchasing is seeking SEALED BIDS for the following:</p> <p>Candy \ Snack Vending Machine Services</p> <p>* No bid bond is required for this solicitation *</p> <p>** This solicitation will result in a contractual agreement with the Awarded Vendor for the period of July 1, 2026 to June 30, 2027. This solicitation also includes the option of two (2) additional one (1) year renewals if both parties mutually agree **</p> <p>**See Attached Bid Specifications for additional details**</p> <p>ALL BIDS MUST BE RETURNED TO THE LOUISIANA TECH UNIVERSITY OFFICE OF PURCHASING VIA MAIL OR IN PERSON. The Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Louisiana Tech University is not responsible for any delays caused by the bidder's chosen means of delivery.</p> <p>For questions regarding specifications, please contact the Office of Purchasing at 318-257-4205 or purchasing@latech.edu. Please ensure that the above bid number appears on all communications.</p>

IMPORTANT: If bidding other than requested brand and product number (or style), enclose sufficient literature to determine compliance with specifications. Failure to comply with this request may eliminate your bid from consideration. Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any items.

The Louisiana Tech University Office of Purchasing is now accepting Sealed Bid solicitations for Candy / Snack Vending Machine Services for the initial term of July 1, 2026 to June 30, 2027. This solicitation also includes the ability to renew this agreement for two (2) additional (1) year periods if both parties mutually agree.

General Solicitation Provisions:

The University desires to enter into a contract with a vendor or vendors to provide chips, candy, pastries, snacks, mints, and gum vending machines and services on University's main campus in Ruston, Louisiana. The Awarded Vendor shall perform the requirements of this contract by running the routes using the vendor's personnel. In the event that the vendor should fail to perform according to the terms of the contract, the University may, at its option, cancel the contract upon sixty (60) days advance notice in writing. In the event that the Awarded Vendor should fail to perform according to the terms of the contract, the University; may at its option, cause such service as necessary to be performed. The expenses incurred thereby may be charged against the Awarded Vendor and the Performance Bond furnished by the Awarded Vendor.

The University shall require the Awarded Vendor to obtain a Performance Bond in the amount of fifteen thousand (\$15,000.00) dollars. This Performance Bond shall be furnished to the University within ten (10) days of notification of award. The Awarded Vendor shall also be required to present the University with a valid Certificate of Insurance that is compliant with the 'Insurance Requirements for Contractors' document attached to this solicitation.

The University makes no sales volume guarantees, but will evaluate bids on the expectation of gross receipts of fifty-five thousand (\$55,000) dollars in candy / snack sales.

The Awarded Vendor shall supply all vending machines for the buildings listed on Exhibit B. Bidders should review the attached Exhibit C for recent contract monthly sales data. Each bidder is responsible for reviewing the vending locations prior to submitting a bid.

The University has the exclusive right to designate where machines are placed and the number of machines in each location. The University will work with the Awarded Vendor to maximize profitability for the Awarded Vendor and to maximize commission to the University. A request to remove or replace unprofitable machines from a location must be submitted in writing to the Office of Purchasing at Louisiana Tech University. This service is viewed as vending solution and some machines may be unprofitable to ensure service to the University.

Vending machines provided should be new or like-new at the installation date. If any machines are not new, they must be clean and like-new in appearance and in good working order. Any used machines must be approved by the University prior to installation. All machines must be of similar design, sturdy construction, and capable of accepting nickels, dimes, quarters, and \$1 dollar bills. Each machine shall also be equipped with devices to accept debit / credit cards. All candy / snack machines will be National or an approved equivalent.

The vending prices allowed under the ensuing contract will remain in force for the period July 1, 2026 to June 30, 2027. Vending prices will be subject to change only upon presentation of evidence that such price changes are in accordance with prices generally charged by vending machine operators in the surrounding area. All vending pricing changes must have the approval of the University prior to implementation.

The University reserves the right to reject any and all bids, cancel this solicitation, and not award a contract at its sole discretion.

Compensation to the University shall be based upon the greater of the percentage of gross receipts or an annual guaranteed minimum. The annual lump sum minimum will be calculated as 75% of the projected sales times the bid commission rate. The percentage of gross receipts shall be after sales tax.

If at the end of contract year, the total payments made to the University for that year are less than the guaranteed annual lump sum minimum, the difference shall be paid to the University. Therefore, it is mandatory that bids be submitted on each provision, percentage, and guarantee.

Insurance and Indemnification:

The Awarded Vendor shall sign the attached indemnification agreement and adhere to the State of Louisiana insurance requirements shown in Exhibit A. Appropriate Certificates of Insurance must be supplied to the University; listing Louisiana Tech University as an insured party. The Awarded Vendor shall further supply the University with updated Certificates of Insurance as coverages expire or insurance carriers change.

General Contract Provisions:

The Awarded Vendor shall:

1. Adequately maintain all vending equipment and conduct business in compliance with State and local laws pertaining thereto and in conformance with general University business policies and practices.
2. Agree that the Awarded Vendor will contract for goods, services, and employment in the Awarded Vendor's name and will not implicate the University directly or by inference in these transactions.
3. Conspicuously post information identifying the Awarded Vendor as the owner and operator of the vending machine. Notice shall include contact information for customers that need a refund due to malfunction of the machine or vending out-of-date product. Notice shall indicate that the University is NOT responsible for refunds. The Awarded Vendor shall promptly resolve complaints and provide the University with an escalation point of contact.
4. Provide the University, upon request, access to online systems to review DEX sales per machine. The University must be able to perform reporting per machine. Vendors shall provide with their bid, verification from a system's administrator used by the Vendor of availability of a system for the University to access and audit. The University may not exercise this option, but it must be available at no additional cost and within one (1) week of such a request.
5. Agree that during the term of the contract, that the Awarded Vendor and all employees will conduct themselves in a careful and prudent manner. The Awarded Vendor shall not permit the University's facilities placed at its disposal to be used for purposes other than the operation of vending machines.
6. Make available upon request of the University, keys to all vending machines in order that tests for accuracy of inventories and commission can be made.
7. Be solely responsible for vending machines placed in designated locations and the products within the machine as well as machine receipts. The University will in no way be liable for destruction or theft of the property of the vendor through vandalism or any other cause.

8. Purchase all licenses necessary for the conduct of these operations and shall pay local, State, and Federal taxes applicable to the operation of these vending machines.
9. Keep separate and distinct records on each vending machine by item sold. Payment to the University will include accounting that indicates the total sales for each machine operated. Records of the Awarded Vendor related to this contract are subject to inspection by a designated representative of the University. The University reserves the privilege of accompanying the representative of the Awarded Vendor on call to service the vending machines.
10. Agree that upon the termination of the contract, the Awarded Vendor shall remove all equipment and surrender the premises in as good condition as when received, ordinary wear and use alone excepted.
11. Agree to allow the Louisiana Legislative Auditor the right to audit all accounts of the Awarded Vendor, which relate to this contract.
12. Display all products in a first-in first-out method. Where space is available, the Awarded Vendor must use showcase candy / snack vending machines, which offer a minimum of thirty (30) or more selections. All vending machines must be equipped with an electric non-reset meter for recording numbers of products vended. Each machine must be equipped with a \$1 bill acceptor.
13. Provide at least one (1) factory-trained service technician. This technician shall be equipped with a cell phone or other method of communications. This technician shall also be available on-call seven days per week, at any hour for emergencies.
14. Clearly mark each machine with a telephone number to call in the event the machine is out of product or out of order.
15. See that the vending machines are always clean and in good working order.
16. Pay the University once per month by the 10th of each month for the preceding month commission. The Awarded Vendor will furnish the University with a report of sales by building with detail by machine.
17. Not subcontract the servicing of one or more products without written approval of the University.
18. Service the machines daily and will fill the machines to capacity. At times, such as summer camps, the Awarded Vendor will service machines in high-volume areas twice daily and on weekends as requested by the University.

The University shall:

1. Approve all products dispensed from the vending machines. This designation shall include quality, portion or size, and price. The University shall have the exclusive right to designate machine locations and type of machine(s) placed in each location. Requests to remove or to replace machine(s) from a location must be submitted in writing to the Office of Purchasing.
2. Provide Normal household electrical current to the vending equipment.

Vendors shall complete all pages of this Invitation to Bid, including the printed name and signature of the person submitting the quotation and the Certification Statement and Bid Form. Bids received without this information shall be deemed as non-responsive.

CERTIFICATION STATEMENT AND BID FORM

This completed and signed page shall be submitted with signed Bid Response

The undersigned hereby acknowledges that he / she has read and understands all required specifications of the Invitation to Bid, including all attachments.

OFFICIAL CONTACT. The University requests that the Bidder designate one person to receive all documents and communications regarding this solicitation. Please identify the Vendor's Primary Point of Contact for the University. (Please print clearly)

Contact Name: _____

Contact Telephone Number: _____

Contact Secondary Telephone Number: _____

Contact Email Address: _____

OFFICIAL EMERGENCY CONTACT. The University requests that the Bidder designate one person as the bidder's Emergency Contact to receive communications regarding after-hours or emergency communications regarding this solicitation. Please identify the Vendor's Emergency Point of Contact for the University. (Please print clearly)

Contact Name: _____

Contact Telephone Number: _____

Contact Secondary Telephone Number: _____

Contact Email Address: _____

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

1. The information contained in its response to this Invitation to Bid is accurate.
2. The Bidder complies with each of the mandatory requirements listed in the Invitation to Bid and will meet or exceed the requirements specified herein.
3. The Bidder agrees to provide all tasks, services, and deliverables listed as specifications for the total cost stated on the bid form.
4. The Bidder accepts the procedures, evaluation criteria, mandatory terms, and all other administrative requirements set forth in this Invitation to Bid.
5. The Bidder confirms that its bid will be considered valid until an award is made.
6. The 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. The Bidder certifies, by signing and submitting a proposal for \$25,000.00 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.

Bid Form

Bidders must complete all blanks below.

Percentage of gross receipts (less sales taxes) paid to the University on sale of candy / snacks / gum / pastries / etc.: _____%

Minimum Guarantee to the University is (\$55,000.00 in expected gross receipts less sales tax) * (Percentage Bid) * (75%)

\$55,000 * _____% * 0.75 = \$ _____ per year

(Percentage Bid)

Job Title: _____

Vendor / Company Name: _____

Vendor / Company Physical Address: _____

Vendor / Company Remit To Address (if different from above): _____

Vendor City: _____ Vendor State: _____ Vendor Zip: _____

Signature of Bidder's Authorized Representative: _____

(Signature SHALL be HAND SIGNED in ink. Typed signatures are not allowed)

Date of Signature: _____

EXHIBIT A

INDEMNIFICATION AGREEMENT

PROJECT: 50012-647-26: Candy / Snack Vending Machine Services

_____ 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 _____, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by _____ 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 LOUISIANA TECH UNIVERSITY, its officers, agents, servants, employees and volunteers.

_____ 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.

NAME OF VENDOR: _____

ADDRESS OF VENDOR: _____

NAME OF AUTHORIZED SIGNATORY OF VENDOR: _____

TITLE OF AUTHORIZED SIGNATORY OF VENDOR: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF VENDOR: _____

DATE: _____ **TELEPHONE NUMBER:** _____

EXHIBIT B

Current Candy / Snack Vend Prices:

Crackers / Cereal Bars	\$1.00
Candy	\$2.00
Pastry	\$2.00
Cookies	\$2.00
Chips	\$1.65
Bag Candy	\$3.50

Vending Machine Locations:

Adams Hall
Airport Flight Operations
Aswell Hall
Band Building
Bogard Hall
Carson-Taylor Hall
Davison Hall #1
Davison Hall #2
Dudley Hall
F.J Taylor Visual Arts Building
Graham Hall
Hale Hall (2nd Floor)
Integrated Engineering and Science Building
Keeny Hall
George T Madison Hall (East) (currently offline for renovation)
George T Madison Hall (West) (currently offline for renovation)
Lambright Sports and Wellness Center
Memorial Gym
Institute for Micromanufacturing
Nethken Hall
Reese Hall
South Hall
Tech Pointe
Woodward Hall
Wyly Tower

EXHIBIT C

	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024
Adams Hall Snack	110.71	34.51	128.92	353.17	436.62	241.00	5.06	0.00	105.48	257.98	237.10	84.86	2.65	15.55	171.34
Aswell Hall	91.46	25.72	26.79	29.27	14.20	15.27	46.64	33.65	8.88	23.56	24.26	119.06	35.39	6.76	37.78
Band Building	0.00	111.41	98.08	67.93	88.77	44.40	96.35	82.91	72.63	95.47	114.59	1.51	26.95	22.77	65.70
Bogard Hall	38.94	11.34	79.66	142.24	61.80	43.80	117.40	24.72	69.80	50.25	95.39	29.93	34.61	36.73	73.89
Carson Taylor	60.70	36.10	158.97	225.52	150.82	151.10	228.64	177.95	100.98	173.64	178.66	93.69	111.65	5.55	119.39
College of Business	72.15	97.48	608.53	784.30	476.84	400.58	591.10	67.00	389.55	483.55	336.79	119.59	75.08	13.88	0.00
Davison Hall #1	111.02	28.52	206.14	329.14	147.67	181.86	211.56	204.92	141.74	270.95	242.63	80.43	49.77	29.86	253.30
Davison Hall #2	37.06	5.81	2.62	22.68	10.84	19.31	10.27	17.31	15.30	20.73	37.72	3.60	9.88	0.00	25.94
Dudley Hall	40.54	10.84	2.02	69.42	41.77	16.15	30.68	29.40	24.40	27.89	15.69	0.00	39.04	0.00	33.13
Enginnering Bldg (West)	243.81	140.83	959.89	1483.84	591.98	595.35	779.41	751.09	472.76	404.09	7.85	0.00	53.82	510.68	498.25
F.J. Taylor Visual Arts Center Snack	53.97	21.97	366.95	870.98	415.40	355.51	147.07	5.09	274.45	524.97	288.34	9.70	64.80	15.97	364.23
Graham Hall	0.00	0.00	193.50	351.10	215.75	169.55	243.17	231.76	100.11	211.88	229.42	0.00	33.35	22.46	274.11
Hale Hall 2nd Floor	35.93	27.11	216.63	275.20	230.38	177.50	346.36	292.10	171.54	340.80	321.16	6.40	0.00	32.38	241.75
Keeny Hall	118.60	142.81	121.12	141.36	156.07	77.71	85.51	148.61	130.16	163.65	186.14	146.42	151.55	168.13	125.62
Lambright	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.95	694.15	841.35	924.65	1032.55	244.40	762.40	1119.70
Madison Hall East	52.37	436.69	568.95	678.62	424.00	464.76	434.39	352.45	434.13	608.03	584.25	232.53	320.77	155.31	460.76
Madison Hall West	146.92	84.80	118.43	397.22	197.35	222.47	375.16	274.52	226.65	488.28	301.28	98.75	66.82	90.53	70.81
Memorial Gym	22.68	12.61	45.57	64.00	23.32	102.13	71.79	206.55	64.31	20.30	10.79	0.00	71.60	0.00	2.51
Micro Manufacturing	36.78	17.40	41.32	63.96	19.13	36.61	23.32	49.24	36.31	71.23	41.67	22.98	0.00	49.06	95.93
Nethken	50.81	18.35	145.54	304.19	195.11	195.93	162.79	8.67	0.00	3.11	72.10	28.77	33.93	4.21	148.51
Reese Hall	0.00	8.89	0.00	23.98	2.12	14.42	11.69	6.72	14.17	0.00	16.43	0.00	0.00	8.85	7.87
South Hall	28.60	2.69	26.26	51.20	22.85	20.34	49.04	59.13	44.81	29.94	47.44	48.11	91.10	40.03	35.62
Airport	23.95	19.87	0.21	11.80	2.47	0.00	15.91	1.47	2.71	33.20	28.48	49.85	43.65	33.23	58.90
Tech Pointe	42.84	37.13	21.54	54.22	46.06	24.37	39.94	54.56	68.63	46.95	54.59	28.55	24.72	20.71	42.77
Woodard Hall	111.27	155.29	448.74	600.74	212.44	230.48	379.72	300.04	287.32	564.05	391.43	150.53	91.31	157.58	488.50
Wyly Tower	341.58	412.03	631.42	868.18	611.54	460.86	637.69	581.73	469.07	643.82	527.87	374.42	339.77	360.71	614.10
Gross Sales	1872.69	1900.20	5217.80	8264.26	4795.30	4261.46	5140.66	3968.54	4420.04	6399.67	5316.72	2762.23	2016.61	2563.34	5430.41
Actual Payment	1218.75	1218.75	1518.72	2405.48	1395.78	1240.38	1433.02	1218.75	1286.54	1802.09	1547.54	1218.75	1218.75	1218.75	1580.64
Minimum Payment	1218.75	1218.75	1218.75	1218.75	1218.75	1218.75	1218.75	1218.75	1218.75	1218.75	1218.75	1218.75	1218.75	1218.75	1218.75
2023-2024 Fiscal Year Gross Sales											54319.57				

EXHIBIT C

	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025
Adams Hall Snack	211.65	114.92	99.93	171.34	273.46	0.00	0.00	141.64	80.94	0.00	2.90	145.04	260.21	212.62	191.96
Aswell Hall	14.94	18.96	41.92	11.12	17.47	28.03	9.77	16.44	73.71	0.00	27.39	27.32	49.68	37.95	21.76
Band Building	73.94	37.35	37.13	58.61	42.16	52.30	67.38	62.86	2.27	2.51	48.41	82.85	89.90	25.87	40.97
Bogard Hall	110.19	63.61	43.12	92.10	111.94	63.82	61.71	70.98	60.24	30.68	48.12	55.53	34.30	50.28	69.07
Carson Taylor	145.99	71.30	81.43	139.62	101.74	93.38	157.07	154.82	64.81	55.53	62.15	176.65	272.37	132.22	104.26
College of Business	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Davison Hall #1	374.27	176.51	193.06	138.20	208.40	229.91	405.07	253.55	110.38	68.71	32.53	263.76	332.01	119.38	200.86
Davison Hall #2	9.73	0.00	4.46	0.00	0.00	12.25	9.20	0.00	8.29	21.65	0.00	2.55	11.90	0.00	5.10
Dudley Hall	18.94	55.67	68.74	32.95	102.09	56.63	78.16	104.61	0.00	33.10	0.00	38.62	44.44	7.72	11.41
Enginnering Bldg (West)	814.51	416.78	514.19	666.93	749.93	407.46	805.27	762.76	211.63	266.80	231.44	1134.10	870.41	246.28	415.08
F.J. Taylor Visual Arts Center Snack	603.66	248.95	260.14	341.68	371.81	216.20	416.59	308.80	0.00	26.36	10.87	346.15	431.98	161.41	191.51
Graham Hall	379.93	326.62	260.39	311.89	519.37	441.76	493.33	474.08	1.48	12.40	38.98	712.82	746.35	381.84	410.29
Hale Hall 2nd Floor	402.16	149.08	167.68	205.99	275.35	165.21	229.23	201.04	40.64	13.96	8.39	242.74	293.56	120.24	188.45
Keeny Hall	135.95	63.79	107.94	120.45	152.70	111.10	133.23	164.50	93.80	141.85	95.75	143.59	163.57	115.66	102.84
Lambright	1268.40	627.70	806.45	946.75	1288.15	789.95	1104.95	864.34	1015.99	905.51	645.56	899.66	883.72	495.04	497.32
Madison Hall East	813.27	325.63	429.89	552.85	609.45	457.18	680.07	397.22	241.43	329.85	113.57	509.62	677.45	219.99	0.71
Madison Hall West	3.28	116.34	227.22	291.43	297.74	296.04	352.38	273.93	174.28	88.34	62.26	170.45	296.01	130.66	1.77
Memorial Gym	15.89	4.14	4.46	51.17	53.01	17.26	26.24	16.51	41.67	8.47	0.00	24.98	28.91	21.58	2.86
Micro Manufacturing	88.40	17.92	40.36	53.68	50.99	49.82	58.39	35.61	56.73	1.95	16.19	39.22	56.45	20.83	9.92
Nethken	286.49	98.05	100.60	173.39	232.04	64.42	74.90	0.00	20.16	22.96	1.24	98.65	166.41	108.40	65.91
Reese Hall	16.11	7.36	12.37	12.33	0.28	19.34	1.22	5.10	8.00	4.50	0.00	31.39	5.92	15.52	6.45
South Hall	41.48	16.48	9.64	26.36	18.00	2.20	9.20	6.20	18.99	22.07	0.00	46.70	19.42	11.69	4.18
Airport	44.81	15.73	36.61	36.71	55.06	53.05	53.57	63.11	112.05	129.16	135.55	160.78	65.23	26.32	22.46
Tech Pointe	17.59	1.03	0.00	3.64	0.00	16.87	24.72	13.32	39.12	18.04	0.00	14.88	11.16	0.00	3.61
Woodard Hall	630.80	286.15	260.60	397.93	245.76	0.00	0.00	0.00	38.09	176.94	72.11	204.02	492.90	192.17	337.29
Wyly Tower	599.90	439.53	333.82	569.12	807.61	506.36	683.93	683.69	395.80	371.41	331.66	729.26	928.46	427.37	496.97
Gross Sales	7122.28	3699.60	4142.15	5406.24	6584.51	4150.54	5935.58	5075.11	2910.50	2752.75	1985.07	6301.33	7232.72	3281.04	3403.01
Actual Payment	2073.07	1218.75	1218.75	1573.60	1916.54	1218.75	1727.68	1477.22	1218.75	1218.75	1218.75	1834.11	2105.24	1218.75	990.50
Minimum Payment	1218.75	1218.75	1218.75	1218.75	1218.75	1218.75	1218.75	1218.75	1218.75	1218.75	1218.75	1218.75	1218.75	1218.75	1218.75
2024-2025 Fiscal Year Gross Sales									55036.87						

EXHIBIT C

	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026
Adams Hall Snack	366.67	256.88				
Aswell Hall	50.92	44.86				
Band Building	44.54	63.54				
Bogard Hall	31.15	15.91				
Carson Taylor	146.71	236.33				
College of Business	0.00	0.00	This Building no longer has Vending Machines			
Davison Hall #1	173.08	216.41				
Davison Hall #2	0.00	0.00				
Dudley Hall	34.90	18.35				
Enginnering Bldg (West)	613.03	953.37				
F.J. Taylor Visual Arts Center Snack	276.58	341.72				
Graham Hall	641.45	589.78				
Hale Hall 2nd Floor	208.58	342.57				
Keeny Hall	76.90	79.69				
Lambright	740.85	839.06				
Madison Hall East	0.00	0.00	This Building is currently offline and under renovation.			
Madison Hall West	0.00	0.00	Expected to reopen January, 2028.			
Memorial Gym	40.86	55.67				
Micro Manufacturing	11.73	8.32				
Nethken	132.85	123.60				
Reese Hall	13.07	13.01				
South Hall	55.81	34.51				
Airport	12.86	29.13				
Tech Pointe	0.00	6.70				
Woodard Hall	283.00	409.83				
Wyly Tower	639.15	731.54				
Gross Sales	4594.69	5410.78	0.00	0.00	0.00	0.00
Actual Payment	1273.68	1503.53				
Minimum Payment	1218.75	1218.75	1218.75	1218.75	1218.75	1218.75
		2025-2026 Fiscal Year Gross Sales				34961.39



Louisiana Tech University

Division of Finance
Office of Purchasing

THIS IS A REQUEST FOR A SEALED BID INSTRUCTIONS TO BIDDERS

1. Read the entire bid, including all terms and conditions and specifications.
2. Louisiana Tech University is not liable for any cost incurred by the bidders prior to execution of a contract and the issuance of a purchase order. Any bidder who ships or otherwise expends time or money prior to award as defined does so at the bidder's own risk.
3. All bid prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices should be initialed by the bidder. If the bidder needs to submit a change, question, exception, or modification to any aspect of the bid specifications, terms, conditions, or bidder instructions, must do so in written form submitted to the Louisiana Tech University Office of Purchasing prior to the bid opening date. All responses and/or addenda will be officially submitted by the Louisiana Tech University Office of Purchasing 72 (seventy-two) business hours before the bid opening date. Business hours is defined as University operating hours while the University is open. Unless received as specified above, all bid information will remain unchanged.
4. This bid is to be manually signed in ink.
5. Bid prices shall include all delivery charges paid by the vendor, F.O.B. Destination, unless otherwise provided in the solicitation. Bids requiring deposits, "payment in advance" or "C.O.D" may be rejected. Bid prices shall also include all customs clearance, duties, and taxes into the United States; if applicable. This is to include, but is not limited to, customs broker fees, document fees, duties, taxes, etc. The University does not retain, nor will it retain a customs broker. All importation shall be the responsibility and at the cost of the Vendor. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
6. Amount of bid bond required: every bid submitted for in excess of fifty thousand dollars shall be accompanied by a bid bond guaranteed by a surety company qualified to do business in the state of Louisiana. The bid bond shall be for five percent of the official bid amount.
7. To assure consideration of your bid, all bids and addenda should be returned in an envelope or package clearly marked with the bid opening date and the bid number; or submitted in the special envelope, if furnished for that purpose. The Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The University is not responsible for any delays caused by the bidder's chosen means of delivery. Bidder is solely responsible for the timely delivery of its bid. Bids received after the due date and time will not be considered.
8. Bids submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; Purchasing rules and regulations; executive orders; standard terms and conditions; special conditions; and specifications listed in this solicitation.
9. Important: By signing the bid, the bidder certifies compliance with all instructions to bidders, terms conditions and specifications, and further certifies that this bid is made without collusion or fraud. This bid is to be manually signed in ink by a person authorized to bind the vendor (see no. 27). All bid information shall be in ink or typewritten.
10. Address all inquiries and correspondence to the Louisiana Tech University Office of Purchasing at the address and telephone number listed herein.

11. Bid forms: All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, and properly signed (see no. 27). Bids submitted in the following manner will not be accepted:
 - A. Bid contains no signature indicating intent to be bound;
 - B. Bid sent by facsimile equipment;
 - C. Bid filled out in pencil; and
 - D. Bid not submitted on the designated bid forms.
12. Bids must be received at the address specified in the solicitation prior to bid opening time in order to be considered.
13. Standards of quality – Any product or service bid shall conform to all applicable federal, state, and local laws and regulations, and the specifications contained in the solicitation. If bidding other than the requested brand or product number (or style), enclose sufficient literature to determine compliance with specifications. Failure to comply with this request may eliminate your bid from consideration. Unless otherwise specified in the solicitation document, any 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 name of the product offered in the bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation. See bid document for full requirements.
14. New Products: Unless specifically called for in the solicitation documents, 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 documents. The manufacturer's standard warranty will apply unless otherwise stated in the solicitation.
15. Louisiana Tech 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.
16. This agreement is non-exclusive and shall not in any way preclude Louisiana Tech University from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.
17. 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 Louisiana Tech University Purchasing Office during normal working hours. Written bid tabulations will not be furnished prior to 72 hours.
18. Prices: Unless otherwise specified by Louisiana Tech 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.
19. Taxes: Vendor is responsible for including all applicable taxes, fees, and tariffs in the bid price. Louisiana Tech 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.
20. Contract renewals: In the event that bid specifications include a renewal option, a term contract may be extended for two additional 12-month periods at the same prices, terms, and conditions upon mutual agreement of the State of Louisiana agency and the contractor. In such cases, the total contract term cannot exceed 36 months.
21. Contract cancellation: Louisiana Tech University has the right to cancel any contract, in accordance with purchasing rules and regulations, including but not limited to: (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 vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. Louisiana Tech University has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for complaint deliverables in progress.

22. Applicable law: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
23. In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.
24. The bidder 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 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 this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. 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.
25. Special accommodation: Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the bid opening, must notify the Louisiana Tech University Office of Purchasing 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.
26. 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.
27. Signature authority: Attention: R.S. 39:1594(c) (4) requires evidence of authority to sign and submit bids to the State of Louisiana. You shall indicate which of the following apply to the signer of this bid.

Please circle one:

- 1) The signer of this 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 must be submitted to this office before contract award.
 - 2) The signer of this 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.
28. In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid form, 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 Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.
29. It is 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 which relate to this contract.
30. 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.
31. Whenever a public entity enters in to a contract in excess of five-thousand dollars (\$5,000) for the construction, alteration, or repair of any Public Works, the official representative of the public entity shall reduce the contract to writing and have it signed by the parties. When an emergency as provided in R.S. 38:2212(D) is deemed to exist for the construction, alteration, or repair of any Public Works and the contract for such emergency work is less than fifty-thousand dollars (\$50,000), there shall be no requirement to reduce the contract to writing (R.S. 38:2241).
32. For each contract in excess of twenty-five thousand dollars (\$25,000) per project, the public entity shall require of the contractor a bond with good, solvent, and sufficient surety in a sum of not less than fifty percent (50%) of the contract price for the payment by the contractor or subcontractor to claimants as defined in R.S. 38:2242. The bond furnished shall be a statutory bond and no modification, omissions, additions in or to the terms of the contract, in the plans or specifications, or in the manner and mode of payment shall in any manner diminish, enlarge, or otherwise modify the obligations of the bond. The bond shall be executed by the contractor with surety or sureties approved by the public entity and shall be recorded with the contract in the office of the recorder of mortgages in the parish where the work is to be done not later than thirty days after the work has begun.
33. For construction projects falling within classifications of 37:2150 the bidder must be fully qualified under any state or local licensing law for contractors in effect at the time and at the location of the work before submitting his bid. In the state of Louisiana, revised statutes 37:2150, et seq. Will be considered, if applicable. The contractor shall be responsible for determining that all of his sub-bidders or prospective subcontractors are duly licensed in accordance with law. On any bid in excess of fifty thousand dollars (\$50,000), the Contractor shall certify that he is licensed under R.S. 37:2150-2163 and show his license number on the bid. The bid envelope shall be identified

on the outside with the Name of the Project, Bid Number, Bid Time, the Name of the Bidder and the License Number of the Bidder.

34. Prohibited Contractual Arrangements – Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has 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.

35. Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries - In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees: Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following: 1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association; 2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association. The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

TO: Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships

RE: Veteran Initiative – Act 167 of the 2009 Legislative Session

➤ **ARE YOU ELIGIBLE FOR PARTICIPATION?**

- Are you a veteran-owned small entrepreneurship or a service-connected disabled veteran-owned small entrepreneurship in accordance with documentation from the United States Department of Veteran Affairs or the Louisiana Department of Veteran Affairs?
- Are you a Louisiana domiciled business?
- Do you have less than fifty (50) full-time employees?
- Are your annual gross revenue receipts \$5,000,000 or less (for construction) or \$3,000,000 for (non-construction) for each of the previous three (3) tax years?

If your answers are yes, your company may be eligible for participation in the Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurship Program, also known as the Veteran Initiative.

➤ **WHAT IS THE VETERAN INITIATIVE?**

The Veteran Initiative, created by LRS 39:2171 through 2179 and LRS 51:931, provides additional opportunities for certified Louisiana-based small entrepreneurships to participate in contracting and procurement with the State. Key features of the programs are:

- This is a goal-oriented program
- It is race and gender neutral
- Participation is restricted to Louisiana-based certified veteran-owned and service-connected disabled veteran-owned small entrepreneurships

The rules governing the implementation of the program are located at <http://www.doa.louisiana.gov/osp/se/se.htm>.

➤ **WHY IS CERTIFICATION IMPORTANT?**

Certification is required for the participation in the Veteran Initiative. Under this program, you may be given increased opportunity to participate in Louisiana state contracts. Certain contracts may be awarded to your business without competition. And, certification is one of the methods that the State of Louisiana will utilize as a basis for benchmarking for annualized procurement and contracting goals.

➤ **WHAT AGENCY IS RESPONSIBLE FOR CERTIFICATION?**

The Louisiana Department of Economic Development (LED) is responsible for certifying Small Entrepreneurships for participation in the program. The (LED) Small Business Certification System may be accessed by <https://smallbiz.louisianaeconomicdevelopment.com/Account/Login>. For additional information regarding certification, please contact the LED at 800.450.8115 or 225.342.3000.

➤ **WHAT IS THE ROLE OF THE DEPARTMENT OF VETERANS AFFAIRS?**

The Louisiana Department of Veterans Affairs is responsible for disseminating information on this program and other veterans' benefits to Louisiana veterans. Information on this program and other veterans' benefits can be accessed at www.vetaffairs.louisiana.gov.

The State of Louisiana is committed to the success of this program and encourages your participation.

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.

1. Minimum Scope and Limits of Insurance

a. Workers' Compensation

Workers' Compensation insurance shall be in compliance with the Workers' Compensation laws of the State of the Contractor's headquarters. Employers' Liability is included with a minimum limit of \$1,000,000 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. A.M. Best's insurance company rating requirement may be waived for workers' compensation coverage only.

b. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, 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.

c. 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.

d. Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the Contract. It shall provide coverage for the duration of the Contract and shall have an expiration date no later than 30 calendar days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

e. Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the Contract. It shall provide coverage for the duration of the Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

2. 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.

3. Other Insurance Provisions

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

a. Commercial General Liability and Automobile Liability Coverage

- i. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards to negligence by the Contractor. ISO Form CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalent, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- ii. The Contractor's insurance shall be primary as respects to the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

b. Workers' Compensation and Employers' Liability Coverage

To the fullest extent allowed by law, 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.

c. All Coverages

- i. All policies must be endorsed to require 30 calendar days' written notice of cancellation to the Agency. 10 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. In addition, the Contractor is required to notify the Agency of policy cancellations or reductions in limits.
- ii. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant Certificate of Insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- iii. 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.
- iv. 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.

4. Acceptability of Insurers

1. 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 workers' compensation coverage only.
2. 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 within 30 days.

5. Verification of Coverage

1. The 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 or insurance policy renewal thereafter.
2. The Certificate Holder shall be listed as follows:
 - State of Louisiana
 - Agency Name, Its Officers, Agents, Employees and Volunteers
 - Address, City, State, Zip
 - Project or Contract #:
3. In addition to the Certificates, the 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.
4. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the 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.

6. Subcontractors

The Contractor shall include all subcontractors as insured 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.

7. Workers' Compensation Indemnity

In the event the Contractor is not required to provide or elects not to provide workers' compensation coverage, the parties hereby agree that the 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 the Contractor, its owners, agents and employees. The parties further agree that the Contractor is a wholly independent Contractor and is exclusively responsible for its employees, owners, and agents. The 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 the Contract.