



MCNEESE STATE UNIVERSITY
 LAKE CHARLES, LOUISIANA 70609
 AN EQUAL OPPORTUNITY INSTITUTION

REQUEST FOR BID

DATE	BID NUMBER
June 16, 2026	L2700005

PURCHASING CONTACT	EMAIL	REQUEST NO.	DEPARTMENT
Kayla DeVillier	kdevillier@mcneese.edu	LETTER AWARD	PURCHASING

RESPONSE DUE: TUESDAY 06/30/2026 2:00 PM

SEE "STANDARD TERMS & CONDITIONS TO BIDDERS"

VENDORS MUST SIGN AND RETURN THE BID FORM TITLED "STANDARD TERMS AND CONDITIONS TO BIDDERS" WITH BID RESPONSE TO BE CONSIDERED FOR BID AWARD AS WELL AS THE "CONDITIONS AND SPECIFICATIONS FOOD VENDING MACHINE OPERATIONS FOR McNEESE STATE UNIVERSITY".

VENDOR:

Return this bid via email to purchasing@mcneese.edu, fax at 337-475-5082, or deliver to McNeese campus, Smith Hall, Room 120A, by the due date and time for bid to be considered.

DEPARTMENT CONTACT IS KAYLA DEVILLIER AT kdevillier@mcneese.edu.

Business hours are Monday – Thursday 7:30 a.m. to 5 p.m. and Friday 7:30 a.m. – 11:30 a.m.

THIS BID IS FOR A CONTRACT TO PLACE AND OPERATE APPROXIMATELY 15-20 ASSORTED FOOD VENDING MACHINES (EXCLUDING TOBACCO, SOFT DRINKS, WATER, AND NON-PACKAGED CANDY AND GUM BALL MACHINES) IN OR ON MCNEESE PROPERTY FOR THE PERIOD BEGINNING JULY 1, 2026 THROUGH JUNE 30, 2029, AS TITLED "CONDITIONS AND SPECIFICATIONS FOOD VENDING MACHINE OPERATIONS FOR McNEESE STATE UNIVERISTY". VENDOR MUST SIGN AND RETURN THIS OFFICIAL BID FORM AND ATTACHED SPECIFCATIONS BY THE BID DUE DATE AND TIME TO BE CONSIDERED FOR BID AWARD.

Bid must be signed below. I hereby certify that the above bid prices will remain in effect until the goods are delivered if the order is placed within 30 days after bid opening date. Validity of this bid is dependent on the following information:

Delivery _____ days ARO/TERMS _____

All bids include prepaid delivery, F.O.B. to McNeese State University

SIGNATURE _____ DATE: _____

THIS IS NOT A PURCHASE ORDER

VENDOR MUST ALSO SIGN AND RETURN BOTH THE BID FORM TITLE "STANDARD TERMS AND CONDITIONS TO BIDDERS" AND "CONDITIONS AND SPECIFICATIONS FOOD VENDING MACHINE OPERATIONS FOR McNEESE STATE UNIVERSITY" WITH BID RESPONSE TO BE CONSIDERED FOR BID AWARD.

PROVIDE A CERTIFICATE OF LIABILITY INSURANCE PRIOR TO WORKING ON CAMPUS AS FOLLOW:

- 1. COMMERCIAL GENERAL LIABILITY : \$1,000,000 COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY, PERSONAL INJURY, AND PROPERTY DAMAGE AND A MINIMAL GENERAL AGGREGATE OF \$2,000,000**
- 2. AUTOMOBILE LIABILITY: \$1,000,000 COMBINED SINGLE LIMIT PER ACCIDENT FOR BODILY INJURY AND PROPERTY DAMAGE.**
- 3. WORKMAN'S COMPENSATION LIMITS AS REQUIRED BY THE LABOR CODE OF THE STATE OF LOUISIANA AND EMPLOYERS LIABILITY COVERAGE.**

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 AND EMPLOYEES HARMLESS FROM ANY SUCH ASSERTION OR CLAIM THAT MAY ARISE FROM PERFORMANCE OF THIS CONTRACT.

DUE TO ANY NATURAL DISASTER, PANDEMIC AND/OR STATE EMERGENCY, SOME/ALL CAMPUS BUILDINGS MAY BE CLOSED FOR A PERIOD OF TIME. A CONTACT PERSON WILL BE ABLE TO ASSIST THE CONTRACTOR WITH ACCESS TO ANY CLOSED BUILDING FOR THE REMOVAL OF ANY OUTDATED MERCHANDISE AND/OR REMOVAL OF MACHINES IF NECESSARY. IF THE CAMPUS WERE TO CLOSE, UPON REOPENING, THE CONTRATOR WILL HAVE TO SCHEDULE A DATE/TIME TO REFILL THE MACHINES WITH THE ASSIGNED CONTACT.

IT IS THE RESPONSIBILITY AS A PUBLIC BODY, THAT McNEESE STATE UNIVERSITY COMPLY WITH ALL ASPECTS OF THE AMERICANS WITH DISABILITIES ACT GUIDELINES (ADA) AS THEY RELATE TO PROVIDING ACCESS TO ALL OF McNEESE'S PROGRAMS, SERVICES AND ACTIVITIES. THESE COMPLIANCE REQUIREMENTS ALSO APPLY TO ANY OF McNEESE'S CONSTRUCTION, SERVICES, AND/OR COMMODITY CONTRACTS WITH THRID PARTY VENDORS FOR PROVIDE THESE PROGRAMS, SERVICES, REGARDING REACH RANGES MUST FALL WITHIN/BELOW THE MAXIMUM REACH RANGE SET IN THE ADA GUIDELINES. IN THIS CASE THE REACH RANGE TO ANY SELECTION BUTTONS, DEBIT OR CREDIT CARD SLOTS/SWIPES/TAPS, DOLLAR BILL OR CHANGE SLOTS AND/OR ANY OTHER PART OF THE MACHINE REQUIRED TO MAKE A PURCHASE FROM THE MACHINE, MUST BE A MAXIMUM OF 48" OFF THE FLOOR FOR SOMEONE UTILITIZING EITHER A SIDE OR FRONT REACH.

Bid must be signed below. I hereby certify that the above bid prices will remain in effect until the goods are delivered if the order is placed within 30 days after bid opening date. Validity of this bid is dependent on the following information:

Delivery _____ days ARO/TERMS _____

All bids include prepaid delivery, F.O.B. to McNeese State University

SIGNATURE _____ DATE: _____

THIS IS NOT A PURCHASE ORDER

SPECIFICATIONS ARE AS FOLLOWS:

ITEM #1 -OPTION A: YEARLY PAYMENT GUARANTEE

ITEM #1- OPTION B: PERCENTAGE OF GROSS

AWARDING OF THE CONTRACT WILL BE BASED ON YEARLY PAYMENT GUARANTEE, PAYMENT WILL BE MADE ACCORDING TO THE GREATER OF OPTION A. AND OPTION B. PAYMENTS OF AT LEAST 1/12 OF THE YEARLY GUARANTEE AMOUNT ARE TO BE MADE MONTHLY, BEGINNING ONE MONTH AFTER MACHINES ARE INSTALLED.

Bid must be signed below. I hereby certify that the above bid prices will remain in effect until the goods are delivered if the order is placed within 30 days after bid opening date. Validity of this bid is dependent on the following information:

Delivery _____ days ARO/TERMS _____

All bids include prepaid delivery, F.O.B. to McNeese State University

SIGNATURE _____ DATE: _____

THIS IS NOT A PURCHASE ORDER

STANDARD TERMS & CONDITIONS TO BIDDERS
FAX #337-475-5862

PROPOSALS: The proposal must be received by the Purchasing Department, McNeese State University, before the time set for receiving bids. Bids received after the time set will not be considered. Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids. Prices must be clear and be written in ink or typewritten, and the ITB AND Terms & Conditions must be signed in ink. Be sure bid number and due date are clearly shown on outside of package or envelope. Please see return address on the face of the bid form.

STANDARDS OF QUALITY AND ANY ALTERNATE: Any product or service bid shall conform to all applicable Federal and State Laws and Regulations and the specifications contained in the solicitation. Unless otherwise specified in the solicitation, 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 number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation.

When a Pre-Bid Conference is scheduled, no alternative will be considered unless the above conditions are complied with and the "Request for Approval of Alternates" form is completed and returned. This form will be attached when applicable. Only alternates which are approved and acknowledged by attendance following the Pre-Bid Conference will be considered for award at the bid opening. **DO NOT SUBMIT BIDS ON UNAPPROVED ALTERNATES.**

The burden of proof of the merit of the proposed substitute is upon the proposer. The Purchasing Director's decision of approval or rejection of a proposed substitute shall be final.

SAMPLES/DESCRIPTIVE LITERATURE: The envelope/package containing samples and/or descriptive literature submitted by mail for consideration at the Pre-Bid Conference must be labeled in accordance with the instructions given on the "Request for Approval of Alternates" form.

When requested, samples submitted will be returned at bidder's risk and expense provided they have not been made useless through tests.

PRICES: Unless otherwise specified by McNeese in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period. Bids other than F.O.B. destination may be rejected. Prices should be quoted in the unit (each, box, case, etc.) as specified in the solicitation.

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 McNeese during normal working hours. Written bid tabulations will not be furnished.

AWARD OF BIDS: McNeese State 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 incident thereon.

DELIVERY FAILURE: If the vendor fails to make delivery within the time specified on bid documents or within a reasonable time if no delivery time is specified McNeese reserves the right to cancel the item and to purchase it elsewhere. Any increase in price and/or cost of handling will be charged to the vendor making the original unsatisfactory delivery. Consistent unsatisfactory deliveries will be considered just cause for deleting a vendor from bid lists.

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

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

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

**SOLICITATIONS FOR (MOST) GOODS, NOT SERVICES, INCLUDE THE LOUISIANA PRODUCT PREFERENCE AS STATED BELOW:
IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1604, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED,
PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.**

PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

Do you claim this Preference? YES _____ NO _____

Specify Line Number(s): _____

Specify location within Louisiana where this product is manufactured, produced, grown or assembled: _____
NOTE: If more space is required, include on separate sheet.)

Do you have a Louisiana business workforce? YES _____ NO _____

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? YES _____ NO _____

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

1. A current corporate officer, partnership member or 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 reflected by a corporate resolution, certificate or affidavit; or
3. Other documents indicating authority which are acceptable to the public entity.

By signing and returning this document (along with bid), you are certifying compliance with all Terms and Conditions set forth.

Signature & Company Name

Date

CONDITIONS AND SPECIFICATIONS
FOOD VENDING MACHINE OPERATIONS
FOR MCNEESE STATE UNIVERSITY

McNeese State University, hereinafter called MSU, requests and invites bids for a contract to be awarded granting exclusive rights to place and operate assorted food vending machines **(excluding tobacco, soft drink and non-packaged candy and gum ball machines)** in or on MSU property for the period of July 1, 2026 through June 30, 2027 with renewal option for two additional 12-month periods at the option of MSU, and with the acceptance of vendor under the original terms and conditions.

MSU will grant to successful bidder, hereinafter called Contractor, the right and privilege to vend food and other agreed-upon products through vending machines in or on MSU property.

The Contractor will install the number of machines agreed upon by both parties in designated areas for proposed products and will service and maintain such machines in a manner satisfactory to MSU. Vending machines should provide the option of using credit/debit cards or cash. Machines must be serviced and maintained at least once a month. Any consistent problem with either service or maintenance will result in cancellation of any contract between the Contractor and MSU. All State, Federal and other health and sanitation rules and standards are to be adhered to by the Contractor. Additional machines will be supplied by the Contractor at the discretion of MSU. No machines will be installed without the written consent of MSU.

Product prices and portion sizes are to be competitive with vending operations in the general area of MSU. Product prices and portion sizes are to be determined by mutual agreement between MSU and the Contractor. Expired products must not be placed or left in the machines.

Products must consist of a variety of snacks that also provide health option choices. Contractor must present a complete listing of the quantity and type of machines, and a list of the products proposed along with the bid. McNeese personnel will choose from the available options what to place in the machines.

Service connections to include water and electrical outlets will be supplied by MSU where available. Any new outlets deemed desirable by the Contractor will be added by the Contractor, where feasible, with approval of MSU Maintenance Department and at no cost to MSU.

Compensation offered by bidder on attached "Invitation for Bid" will be paid monthly commencing one month from the acceptance of the successful bid. Contractor will furnish an accounting with each monthly payment.

All required State, Parish and City or other licenses and/or fees are to be obtained by the Contractor. Any penalties or expenses caused by Contractor's failure to obtain any necessary licenses or pay necessary fees will be paid by the Contractor.

COMPANY NAME

AUTHORIZED SIGNATURE

All vending machines are to be and shall remain the property of the Contractor. Contractor may, with consent of MSU, remove or replace any of installed machines without affecting other provisions of their specifications. MSU will not be responsible for damage to Contractor's machines or property beyond normal security measures provided on premises and properties.

All state and excise taxes incidental to the sales made under this contract shall be the sole responsibility of the Contractor. MSU will not be liable for any penalties should the Contractor fail to pay such taxes in a timely manner.

Contractor will carry and present evidence of coverage for Workmen's Compensation Insurance in compliance with the laws of the State of Louisiana, as well as product liability and property damage insurance as follows:

\$200,000 any one person
\$600,000 any one accident
\$500,000 property damage

Contractor will indemnify, defend and hold MSU harmless against all claims, losses, liability, or expense arising from damage to or destruction of property or injury or death to persons, arising out of the presence, operation, maintenance or installation of the vending machines or Contractor's performance of this contract.

The contract between the Contractor and MSU shall not be assignable by either party without the written consent of both parties.

It is agreed by the parties hereto that the Legislative Auditor of the State of Louisiana and/or the Internal Auditor of McNeese shall have the right to audit all accounts of the Contractor or successful bidder which relate to this contract.

The Contractor shall have at least thirty (30) days from the time of award, or July 1, 2026, whichever is later, to have the machines operating.

Any agreement accepted by MSU is to be separate from and will not infringe on that contract existing with the company presently having the Concession Rights at University Athletic or other functions.

Attached for your information is a list of Buildings on Campus with the names of persons responsible for each building and the number of vending machines in that building.

COMPANY NAME

AUTHORIZED SIGNATURE

TERMINATION FOR CONVENIENCE: MCNEESE MAY TERMINATE THIS AGREEMENT AT ANY TIME BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO CONTRACTOR OF SUCH TERMINATION OR NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE.

TERMINATION FOR CAUSE: MCNEESE MAY TERMINATE THIS AGREEMENT FOR CAUSE BASED UPON THE FAILURE OF CONTRACTOR TO COMPLY WITH THE TERMS AND/OR CONDITIONS OF THE AGREEMENT PROVIDED THAT MCNEESE SHALL GIVE THE CONTRACTOR WRITTEN NOTICE SPECIFYING THE CONTRACTOR'S FAILURE. IF WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE, THE CONTRACTOR SHALL NOT HAVE CORRECTED SUCH FAILURE, OR, IN THE CASE OF FAILURE WHICH CANNOT BE CORRECTED IN THIRTY (30) DAYS, BEGUN IN GOOD FAITH TO CORRECT SUCH FAILURE AND THEREAFTER PROCEEDED DILIGENTLY TO COMPLETE SUCH CORRECTION, THEN MCNEESE MAY, AT ITS OPTION, PLACE THE CONTRACTOR IN DEFAULT AND THE AGREEMENT SHALL TERMINATE ON THE DATE SPECIFIED IN SUCH NOTICE.

THE CONTRACTOR MAY EXERCISE ANY RIGHTS AVAILABLE TO IT UNDER LOUISIANA LAW TO TERMINATE FOR CAUSE UPON THE FAILURE OF MCNEESE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, PROVIDED THAT THE CONTRACTOR SHALL GIVE MCNEESE WRITTEN NOTICE SPECIFYING MCNEESE'S FAILURE AND A REASONABLE OPPORTUNITY FOR MCNEESE TO CURE THE DEFECT.

DUE TO ANY NATURAL DISASTER, PANDEMIC AND/OR STATE EMERGENCY, SOME/ALL CAMPUS BUILDINGS MAY BE CLOSED FOR A PERIOD OF TIME. A CONTACT PERSON WILL BE ABLE TO ASSIST THE CONTRACTOR WITH ACCESS TO ANY CLOSED BUILDING FOR THE REMOVAL OF ANY OUTDATED MERCHANDISE AND/OR REMOVAL OF MACHINES IF NECESSARY. IF THE CAMPUS WERE TO CLOSE, UPON REOPENING, THE CONTRATOR WILL HAVE TO SCHEDULE A DATE/TIME TO REFILL THE MACHINES WITH THE ASSIGNED CONTACT.

IT IS THE RESPONSIBILITY/REQUIREMENT AS A PUBLIC BODY, THAT McNEESE STATE UNIVERSITY COMPLY WITH ALL APPLICABLE ASPECTS OF THE AMERICANS WITH DISABILITIES ACT GUIDELINES AS THEY RELATE TO PROVIDING ACCESS TO ALL OF McNEESE'S PROGRAMS, SERVICES, AND ACTIVITIES. THESE COMPLIANCE REQUIREMENTS ALSO APPLY TO ANY OF McNEESE'S CONSTRUCTION, SERVICES AND/OR COMMODITY CONTRACTS WITH THIRD PARTY VENDORS FOR THOSE PROGRAMS, SERVICES AND/OR ACTIVITIES ON BEHALF OF THE UNIVERSITY, INCLUDING ANY VENDING MACHINES. AS SUCH, WE ARE REQUIRED TO ASSURE THAT A PARTICULAR REQUIREMENT REGARDING REACH RANGES, AS IT APPLIES IN THE CASE OF VENDING MACHINES, MUST FALL WITHIN/BELOW THE MAXIMUM REACH RANGE SET IN THE ADA GUIDELINES. IN THIS CASE THAT THE REACH RANGE TO ANY SELECTION BUTTONS, DEBIT OR CREDIT CARD TAPS/SLOTS/SWIPES, DOLLAR BILLS OR CHANGE SLOTS AND/OR ANY OTHER PART OF THE MACHINE REQUIRED TO MAKE A PURCHASE FROM THE MACHINE, MUST BE A MAXIMUM OF 48" OF THE FINISHED FLOOR FOR SOMEONE UTILIZING EITHE A SIDE OR FRONT REACH.

COMPANY NAME

AUTHORIZED SIGNATURE

LIST OF BUILDINGS WITH EXISTING MACHINES:

BURTON BUSINESS CENTER
CHOZEN HALL
COLLETTE HALL (DORMITORY)
COMPUTER SERVICES-IT BUILDING
DREW HALL
FRASCH HALL
GAYLE HALL
HARDTNER HALL
KAUFMAN HALL
KIRKMAN HALL
REC CENTER
SHERMAN FINE ARTS
SMITH HALL
WAREHOUSE/MAINTENANCE (FACILITIES)