

<b>SOLICITATION FOR OFFER</b>	<b>LSU</b>	<b>BID DUE DATE AND TIME</b>
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		01/10/2017 02:00 PM CT
<b>SOLICITATION RFQ-0000000113</b> <b>SUPPLIER #</b> <b>SUPPLIER NAME AND ADDRESS</b> <div data-bbox="193 488 785 694" style="border: 1px solid black; height: 90px; width: 100%;"></div>	<b>RETURN BID TO</b> Louisiana State University and Agricultural and Mechanical College Procurement 213 Thomas Boyd Hall Baton Rouge, LA 70803  <b>Buyer</b> Sally McKechnie <b>Buyer Phone</b> 225-578-2307 <b>Buyer Email</b> smckechnie@lsu.edu <b>Issue Date</b> 11/15/2016	
<b>TITLE:</b> Management of Concessions Services LSU Athletic Venues and Events		
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**LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL COLLEGE**

**SOLICITATION FOR OFFERS  
MANAGEMENT OF CONCESSION SERVICES  
LSU ATHLETIC VENUES AND EVENTS**

**SOLICITATION No. 0000000113**

**OFFER DUE DATE/Time:**

**Tuesday, January 10, 2017 at 2:00 P.M., CST**

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## **1.0 General Overview**

### **1.1 University Information**

Louisiana State University and Agricultural & Mechanical College (hereinafter referred to as the “**University**” or “**LSU**”) is the state’s comprehensive research university. The University is classified by the Carnegie Foundation as a Doctorate-granting university, with very high research activity -- one of only 27 public and 23 private universities in the nation. The University’s instructional programs include 194 undergraduate and graduate/professional degrees. The University is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools (SACSCOC) to award bachelors, masters, doctoral, and professional degrees.

As the premier university of the state, the mission of the University is the generation, preservation, dissemination, and application of knowledge and cultivation of the arts for the benefit of the people of the state, the nation, and the global community. The University offers challenging undergraduate, graduate, and professional education programs for outstanding students from Louisiana, the nation, and other countries. The University’s libraries and museums preserve the rich cultural heritage of the state, and scholars and artists at the University contribute to the literature, history, science, technology, and arts of our culturally diverse community.

The student body consists of over 30,000 students from 50 states and more than 110 foreign countries. The University employs approximately 5,000 faculty and staff. LSU Alumni total more than 200,000.

The University is located on more than 2,000 acres in the southern part of Baton Rouge, Louisiana. The campus is bordered on the west by the Mississippi River. The University’s more than 250 principal buildings are grouped on a 650-acre plateau that constitutes the main part of the campus.

### **1.2 LSU Athletics**

The LSU Athletic Department of the University manages a broad spectrum of intercollegiate sports programs for men and women. The University is a charter member (1932) of the Southeastern Conference (SEC) which is considered one of the Power 5 conferences in the NCAA. LSU Athletics competes in 21 sports including football, basketball (men’s and women’s), baseball, indoor and outdoor track & field (men’s and women’s), cross country (men’s and women’s), golf (men’s and women’s), tennis (men’s and women’s), swimming & diving (men’s and women’s), women’s gymnastics, women’s volleyball, women’s beach volleyball, women’s soccer, and women’s softball.

The competitive success of the 21 athletic programs consistently ranks LSU in the Top 25 of the Learfield Cup standings every year. Its programs also draw over 1.2 million fans and its facilities also host NCAA and SEC events almost every year. Athletic venues are also utilized occasionally for non-athletic events such as the Bayou Country Superfest.

The LSU Athletic Department is a self-sufficient auxiliary of the University with total revenues exceeding \$130 million this past fiscal year. Funding for the Department is generated through various sources such as ticket sales, parking, multi-media rights, logo licensing and concessions, as well as supplemented through revenue-sharing from the University’s membership in the Southeastern Conference (SEC), which includes the SEC Network. No state tax dollars or institutional support are received to finance LSU Athletics.

### 1.3 Tiger Athletic Foundation

The Tiger Athletic Foundation (TAF) was organized on May 17, 1983, under the name The LSU Tigers Unlimited Corporation, as a nonprofit corporation under Louisiana R. S. 12:201(7). The corporation's name was changed to Tiger Athletic Foundation on April 17, 1987. TAF's primary objective is to encourage support and raise funds for LSU Athletic programs. Funds attracted by this private, nonprofit corporation are primarily used to defray the cost of scholarships of more than 450 student athletes, to help maintain and improve LSU Athletic Facilities, and to retire present indebtedness. TAF is governed by a board of directors who are elected from the membership. TAF may not be deemed an agent for LSU and TAF funds are considered private. Neither LSU nor the State of Louisiana has any liability for the obligations, whether financial or otherwise, incurred by TAF. Premium areas identified in Section 1.10.2 are exclusively operated by TAF.

### 1.4 Purpose and Scope

This Solicitation for Offers (hereinafter referred to as the "**Solicitation**" or the "**SFO**") is issued by the Louisiana State University and Agricultural & Mechanical College (hereinafter referred to as the "**University**" or "**LSU**") to provide Respondents with the information, requirements, and instructions necessary for qualified Suppliers to prepare a comprehensive offer for providing food and beverage concessions scheduled for Events conducted in or proximate to Athletic Facilities.

The University seeks a Concessionaire to provide Concessions for all scheduled intercollegiate Athletic Events at the LSU Athletic Facilities listed below. The Concessionaire is not the exclusive caterer for events held at Athletic Facilities. The Concessionaire may have the opportunity to cater tailgate parties, recruiting events, etc., that occur at Athletic Facilities, but the Concessionaire does not have exclusivity over these catering services.

The Concessionaire must collaborate with the LSU Athletic Department to determine mutually agreed-upon areas of the campus that will serve as satellite locations on football game days. Respondent shall provide Concessions at the Athletic Facilities listed below (additional detail is included in Appendix A):

- Alex Box Stadium
- Bernie Moore Track Stadium
- Carl Maddox Field House
- LSU Soccer Stadium
- LSU Softball Stadium (Tiger Park)
- LSU Tennis Complex
- Pete Maravich Assembly Center (PMAC)
- Tiger Stadium
- LSU Beach Volleyball Facility (Future Site)

Please note that this SFO excludes providing concessions or catering for most of the Premium Areas owned by the Tiger Athletic Foundation (TAF) as defined in Section 1.10.2. TAF's current agreement with Drakes Catering expires on June 30, 2019 with an option to extend the existing contract with Drakes through June 30, 2024.

The Champion's Club at Alex Box and the Legends Club in the PMAC are two premium areas that will be included in this Agreement. The University is interested in competitive offers that clearly demonstrate through its responses strong experience and highly successful comparable engagements with Division I and/or professional athletic venues plus a willingness to work closely with the University in achieving

mutual goals with a primary objective to enhance the overall fan experience and increase revenues by offering quality food and beverages with a high level of market appeal.

It is expected that Offers will include a proposed system to monitor performance and satisfaction levels plus other key performance indicators. In addition, the University is interested in pursuing innovative branded or signature food concepts and/or other creative suggestions, including the use of technology, to enhance the fan experience and promote attendance across all venues.

The University will require any Supplier to construct improvements within the University's Athletics Facilities related to providing concessions

The Respondent must clearly state its proposed annual guaranteed minimum financial payment to the University and its percentage of Commission Gross Receipts, on an annual basis for the term (10 years) of this Agreement. In the Respondent's financial offer, the Respondent must illustrate a commission structure based on the combined sales of all Athletics Facilities. In addition to a commission structure for all Athletics Facilities, the Respondent may include a commission structure on the individual sales of each Athletics Facilities. Offers must specify the term upon which proposed payments are based. The Offer must state that the University's annual return will be the greater of the annual guaranteed minimum financial payment or the percentage of gross receipts. If at the end of any agreement year, the total payments are less than the guarantee for the Respondent shall remit the difference to the University. The University invites Respondents to suggest additional financial incentives that could become applicable throughout the Term of this Agreement.

If Respondent anticipates construction of facility improvements, a detailed plan must be provided which defines the amount of funding for renovations, alterations, equipment, etc. the Concessionaire will invest. This plan should also describe the amortization conditions for the capital outlay provided by the successful Respondent based on an Agreement of a term of at least (10) years with an option to renew for two (2) additional five (5) year terms, for a total of up to a twenty (20) year Agreement. Also, the Respondent must submit any Lender requirements if Respondent anticipates financing the capital outlay. The Respondent must submit an anticipated time table for the implementation of their proposed changes to the premises and description of food and beverage concessions equipment that Respondent would provide to support the proposed menu items and concepts by facility locations as specified in Sections 1.4 and 1.10, including expected opening dates and total costs for any proposed changes.

The Respondent will be required to:

- Provide foodservices, including local cuisine, meeting the needs of students and patrons via high-quality food offerings meeting safety and food regulations;
- Provide the required investment for equipment, adaptability for a POS system integrated with the University, Smallwares, uniforms and any other equipment or capital improvements needed to make the venues highly functional and successful;
- Provide an annual guaranteed minimum financial payment as well as a commission arrangement whereby the Concessionaire pays the University a percentage of Commission Gross Receipts from the Athletics Facilities.
- Comply with all applicable provisions of the University's other agreements, including the sponsorship agreement with Coca-Cola Bottling Company Agreement Requirements, Appendix C.

## 1.5 Background Information

LSU entered in to a 10-year Concessions agreement with Compass prior the 2002-03 athletic year. In May of 2012, the contract was extended 5 years, and is set to expire on June 30, 2017. Prior to the original agreement with Compass, all LSU athletic event concession operations were operated in house.

## 1.6 Definitions

As used in this Solicitation for Offers, the following definitions shall be applicable:

**Agreement or Contract:** The written Agreement, if any, executed by the authorized representatives of the University and the selected Respondent that formalizes the terms, provisions, covenants, and obligations, including but not limited to those contained in this SFO, of the respective parties to the arrangement for provision of services.

**Athletic Facilities/Venues:** University structures and playing fields where Athletics Events are conducted during this Agreement. Facilities/Venues include: Alex Box Stadium (baseball); Bernie Moore Track Stadium (outdoor track and field); Carl Maddox Field House (indoor track and field); LSU Soccer Stadium; LSU Softball Stadium (Tiger Park); LSU Tennis Complex; Pete Maravich Assembly Center (basketball, gymnastics, volleyball); Tiger Stadium (football); and LSU Beach Volleyball Facility (future venue).

**Athletics Department:** Shall mean the department of LSU which manages and operates LSU's intercollegiate athletics program, which participates in SEC and NCAA sanctioned events and, in association therewith, manages and operates Athletics Facilities and all related functions and activities.

**Athletics Events:** Shall mean all intercollegiate athletic activities held in Athletics Facilities as well as such other athletic related events related to the merchandising, promoting and marketing by the Athletics Department of LSU Athletics Program.

**Athletics Facilities:** Shall mean any building or structure on the LSU campus in which Home Games are played or other Athletics Events are ordinarily conducted by the Athletics Department.

**Beverage Agreements:** Those agreements with Coca-Cola Bottling Company with a contract date extending through June 30, 2021, Requirements provided as Appendix C.

**Caterer:** A Supplier who provides food, drinks, equipment, etc. to a University event. Caterer will not provide any of the Concessions or Foodservice at Athletic Events. University does not have an exclusive Catering Agreement.

**Campus:** Louisiana State University and Agricultural & Mechanical College (LSU), a component of the Board of Supervisors of Louisiana State University System under the management of the Louisiana State University and Agricultural & Mechanical College located in Baton Rouge.

**Commission:** Commission shall refer to the applicable percentage commission rate paid to the University based on Gross Receipts.

**Concession Sales:** All sales of Supplier sold from permanent or portable concession stands or roving Suppliers to individual customers within the contractual boundaries set forth.

**Concessions:** Food and beverage sales and operations at the Athletics Facilities, whether Alcoholic Beverages, Branded Products, and/or Concession Sales within the contractual boundaries set forth.

**Concessionaire:** The party selected by the University to provide the services set forth herein.

**Equipment:** Equipment shall refer to all furniture and machinery, except Smallwares and Leasehold Improvements, used for the receiving, storing, transportation, preparation, merchandising, selling and accounting of product, and unless specified otherwise herein.

**Events:** Scheduled intercollegiate Athletics Events conducted at Athletics Facilities, scheduled non-athletic spectator events conducted at Athletics Facilities and such other events as the University may designate in Agreement with the Supplier.

**Facility Service:** Department that provides all campus entities with quality facilities combined with cost effective and responsive construction, custodial, design, maintenance and utility services.

**Financial Return:** Capital Investment + Guaranteed Minimum Financial Payment + Commission of Gross Receipts.

**Fiscal Year:** July 1 through June 30.

**Foodservice:** Food and beverage sales and operations at the Athletics Facilities, whether Alcoholic Beverages, Branded Products, and/or Concession Sales within the contractual boundaries set forth.

**Gross Receipts:** The total amount of money, gratuities, administrative, service and rental charges received or charged by the Supplier, any agent or subcontractor, and any employee of the Supplier for all sales, cash or credit (whether collected or not), made as a result of the activities engaged in under the authority of this Agreement, excluding sales tax but with no deductions for any other expenses incurred by Concessionaire or Concessionaire Subcontractors, such as shortages, bad debts, or credit card fees.

**Guaranteed Minimum Financial Payment:** The minimum annual financial payment represented in U.S. dollars from the Supplier to the Athletic Department per year.

**Home Games:** Shall mean any scheduled intercollegiate athletic contest played at any one of the Athletics Facilities or a scheduled home contest that LSU moves to an athletic location other than Athletics Facilities, in which an LSU Athletics team is one of the participants and is designated as the host institution for purposes of the new location, not including SEC or NCAA championship events.

**Leasehold Improvements:** Leasehold Improvements shall refer to all Equipment, fixtures, furnishings, finishes and construction affixed to a building by more than an electrical or gas connection.

**LSU:** Shall mean Louisiana State University and Agricultural & Mechanical College which is a university under the supervision and management of the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College.

**LSU Athletics:** Shall mean LSU's intercollegiate athletics program.

**LSU Athletics Program:** Shall mean those varsity sports fielded by LSU Athletics currently composed of Nineteen (19) sports including eight (8) men's teams and eleven (11) women's teams.

**LSU Sports Properties (LSUSP):** Outfront Media operates under the name LSU Sports Properties within the performance of its obligations under its Agreement with University, which name is deemed intellectual property of University.

**Mandatory Requirements:** For purposes of this Solicitation, the terms “shall,” “must,” and “will” denotes mandatory requirements.

**May:** The term “may” denotes an advisory or permissible action.

**Multi-Media Rights:** Shall mean those rights licensed to Outfront Media to use Licensed Marks in connection with the production and broadcast of radio and television programming, corporate sponsorships, signage, Internet presence, GameDay Programs and related publications, promotions, events, activities and broadcasts pertaining to the Athletics Department.

**Must:** The term “must” denotes mandatory requirements.

**NCAA:** Shall mean the National Collegiate Athletic Association, of which University is a member.

**Offer:** Document(s) submitted by the responsible Respondent pursuant to the Solicitation for Offers (SFO) to meet the needs of the University.

**OUTFRONT Media:** The exclusive marketing and multimedia rights holder for LSU Athletics

**Premium Areas:** Areas in the athletic venues owned and operated by TAF including: suites and clubs at specific athletic venues. These areas are not accessible to all patrons of the athletic venue, including: Suites in Tiger Stadium, the Club in Tiger Stadium, suites in Alex Box Stadium and Pete Maravich Assembly Center.

**Respondent:** A firm, organization or entity, public or private, who responds to this SFO. The successful Respondent responsive to this SFO is described as the Supplier in this document.

**SEC:** Shall mean the Southeastern Conference, of which University is a member.

**Shall:** The term “shall” denotes mandatory requirements.

**Should:** The term “should” denotes desirable.

**Smallwares:** Smallwares shall refer to the serviceware, utensils, crockery, glassware, dishware and cutlery used in the Foodservice operation.

**Subcontractors:** Providers of Concessions under contract to Concessionaire as approved by the University.

**Supplier:** The party selected by the University to provide the services set forth herein.

**Solicitation for Offers:** Referred to as the “Solicitation” or the “SFO”. The document so titled and all Appendices and Exhibits, which are attached and incorporated by reference as set out in this SFO.

**Tiger Athletic Foundation (TAF):** A private, nonprofit corporation that solicits and receives contributions to support the academic and athletic mission of LSU, but is separate and distinct from LSU.

**Transition Period:** The period from the Effective Date through June 30, 2017.

**University or LSU:** Louisiana State University and Agricultural & Mechanical College (LSU) located in

Baton Rouge.

**Will:** The term “will” denotes mandatory requirements.

### **1.7 Term of Agreement**

The University seeks to enter into an Agreement with a highly-qualified Supplier for an initial term of ten (10) years with an option to renew for two (2) additional five (5) year terms, for a total up to twenty (20) years, dependent upon mutual agreement of the parties.

### **1.8 Commencement of Operations**

Supplier must commence operations on Contract start date of July 1, 2017. A transition plan for a period not to exceed 90 days prior to the start must be included in the Respondent’s Offer. It is the intent of the University to allow the Supplier to begin transition prior to Contract start date.

### **1.9 Multi Media Rights**

OUTFRONT Media Sports, Inc., d.b.a. LSU Sports Properties (LSUSP) has been the exclusive marketing and multimedia rights holder for the Athletic Department since 2005 and is currently under contract through the 2025-2026 season. LSUSP provides corporate partners with single-source sponsorship across all Athletic Department platforms, including market exclusivities, in-venue displays, print, radio, television, experiential marketing, online, mobile, social, Game Day hospitality, and various intellectual property rights.

Concessionaire is required to coordinate with LSUSP to maintain a list of on-campus exclusivities in any food or vending category and is prohibited from partnering with corporations or organizations (on the LSU campus) which compete with these exclusive partners. Concessionaire is also encouraged to assist in creating opportunities for existing and prospective LSUSP corporate partners; to increase revenue opportunities for LSU Athletics in partnership with LSUSP; and to make good-faith efforts to provide common-sense relationships with these partners which expand opportunities for patrons to LSU Athletics events.

### **1.10 Athletics Facilities and Venues Included**

- Alex Box Stadium
- Bernie Moore Track Stadium
- Carl Maddox Field House
- LSU Soccer Stadium
- LSU Softball Stadium (Tiger Park)
- LSU Tennis Complex
- Pete Maravich Assembly Center (PMAC)
- Tiger Stadium
- LSU Beach Volleyball Facility (Future Site)

#### **1.10.1 Premium Areas Included**

The successful Respondent will be responsible for providing food and beverages to the following premium seating areas:

- A. Alex Box
  - 1. Champion Club (Completed in 2009)
    - a. The space serves as a lounge area for members to enjoy before and during LSU baseball games. Amenities of the room include flat screen televisions, modern furniture and a variety of menu options.
    - b. Alcohol sales are permitted in this area
    - c. Approximate capacity is 800 persons in the Champion Club per game.
- B. PMAC
  - 1. Legends Club
    - a. Located on the north side of the Pete Maravich Assembly Center. This exclusive area serves as both a showcase for former LSU student-athletes as well as a lounge area for members to enjoy before and during men's basketball home games. Amenities of the room include flat screen televisions, modern furniture and a variety of menu options.
    - b. Alcohol sales are permitted in this area
    - c. Approximate capacity 700 persons in the Legends Club per game

### **1.10.2 Premium Area Excluded**

The Tiger Athletic Foundation maintains and manages the following premium seating areas in Tiger Stadium, Alex Box Stadium and the Pete Maravich Assembly Center.

- A. Tiger Stadium
  - 1. Tiger Den Suites
    - a. 142 Suites – 70 in East Side Addition; 72 in South End Zone Addition
    - b. Usage includes home football games and specified events
  - 2. Stadium Club West
    - a. 3,340 seats and 75,000 square feet on three levels
  - 3. Stadium Club South
    - a. 3,076 seats and 45,000 square feet
  - 4. Kitchen in South End zone exclusive to TAF
- B. Alex Box
  - 1. Alex Box Suites
    - a. 27 suites
  - 2. Tiger Terrace
    - a. 2 Suites located on the third level of Alex Box Stadium, with 26 seats each
- C. PMAC
  - 1. Courtside Club
    - a. The space serves as a lounge area for Courtside Members to enjoy before and during LSU basketball games that is located in the Northwest corridor of the Pete Maravich Assembly Center.
    - b. Approximate capacity 50 persons in the Courtside Club per game

### **1.10.3 Facility Improvements & Opportunities**

A. PMAC – South Side Enhancement  
 PMAC existing concession areas will remain as currently exist with no new facility renovations anticipated that impact the existing concession within the next 36 months. There are long term plans for a south addition of approximately 57,000 Gross Square Feet (GSF). In that addition, there will be design considerations towards approximately two (2) new concessions and a premium

seating kitchen/food pantry service area for premium seating patrons. This planned addition is not yet in design, nor has a funding source been identified.

**B. Tiger Stadium – South Endzone Expansion**

Tiger Stadium South existing and abandoned dormitories will be demolished with an expected completion date of June 2017. The demolition will provide for an expanded “at grade” concourse. It also gives an opportunity to provide two (2) new restroom facilities. The preliminary plans are for two (2) new concession/pantry stations approximately 800 SF. With a kitchen area for the exclusive use of the concessionaire. Drawings for the proposed project can be found in Appendix G.

**C. Tiger Stadium – Distributed Television**

The University Athletic Department is in the process of acquiring distributed television that will allow the existing TVs to be upgraded to flat screen TVs. Existing TVs are located outside of most concession stands in Tiger Stadium. The new TVs could allow for the successful Respondent to have digital menu boards. The upgrade for distributed television has not been finalized.

**D. Tiger Stadium South Endzone Upperdeck**

The current south endzone upperdeck 1,450 seats were completed in 2014. The area is a controlled area which could allow alcohol sales according to SEC policies. Should the University determine to allow alcohol sales in this area, the successful Respondent would be responsible for administering these sales.

**E. Beer Garden in Tiger Stadium**

The University is exploring the option of having a beer garden within Tiger Stadium in the near future. The successful Respondent would be responsible for operating this area.

**F. Concession Upgrades – Digital Menu Boards**

The University would like all concession stands to be equipped with digital menu boards within the near future. The menu boards may be incorporated with the distributed television plan referenced earlier.

**G. Stand Aesthetics/Branding**

The University would like to see improved graphics and signage at all concession areas and additional locations that are currently wrapped and/or contain graphics/signage. Additionally, improved POS systems that decrease transaction times and provide improved reporting capabilities.

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## **2.0 SFO Information**

### **2.1 SFO Coordinator**

Requests for copies of the SFO and written questions regarding SFO requirements or Scope of Services must be submitted to the SFO Coordinator as listed below.

**Sally McKechnie**  
**Louisiana State University**  
**Procurement Services**  
**213 Thomas Boyd Hall**  
**Baton Rouge, LA 70803**  
**Telephone: 225-578-2307**  
**Fax: 225-578-2292**  
**Email: smckechnie@lsu.edu**

Written inquiries or requests should include Solicitation Number, Contact Name, Mailing Address, Phone Number, and Email Address.

### **2.2 SFO Inquiries**

The University will consider written inquiries and requests for clarification of the content of this SFO from potential Respondents. The University reserves the right to modify the SFO should a change be identified that is in the best interest of the University.

To be considered, written inquiries of this SFO must be received at the above address or via fax at (225) 578-2292 or by email to smckechnie@lsu.edu by 2:00 P.M., CST on the date specified in the Section 3.0, Schedule of Events of this SFO. Any and all questions directed to the SFO Coordinator will be deemed to require a response.

Official responses to all questions submitted by potential Respondents will be posted by the date specified in the Schedule of Events (Section 3.0) at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. The University is not responsible for late inquiries.

Only the SFO Coordinator has the authority to officially respond to Respondent's written questions in regard to the SFO on behalf of the University. Any communications from any other individuals are not binding to the University.

### **2.3 SFO Addenda**

University reserves the right to change the schedule of events or revise any part of the SFO by issuing an addendum to the SFO at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is the responsibility of the Respondent to check the website for addenda to the SFO, if any.

### **2.4 Costs of Participation**

All Offers submitted in response to this SFO and any expenses incurred in fulfilling the requirements of this SFO are the sole responsibility of the Respondent. The University shall not be liable for any costs incurred by prospective Respondents or Contractors prior to issuance of or entering into an Agreement. Costs associated with developing the Offer, preparing for oral presentations, and any other expenses incurred by the Respondent in responding to this SFO are entirely the responsibility of the Respondent and

shall not be reimbursed in any manner by the University.

## **2.5 Interpretation of SFO**

Interpretation of the wording of this document shall be the responsibility of LSU Procurement Services and that interpretation will be final. The University is not responsible for errors or misinterpretation made by the Respondent in responding to this document.

## **2.6 Offer Modification**

Offers submitted prior to the closing time and date for acceptance of Offers may be modified or withdrawn only by written notice to LSU Procurement Services. Modifications received, prior to the closing time and date for accepting Offers, will be added to the originally submitted Offer upon opening.

## **2.7 Communications with University Personnel**

From the date of issuance of the SFO to the closing time and date for return of Offers, the Respondent must not make available or discuss their Offer, or any part thereof, with any employee or agent of the University, unless prior permission is requested in writing by the Respondent and received, in writing, from LSU Procurement Services. Except as provided in this SFO, and as is otherwise necessary for the conduct of ongoing University business operations, Respondents are expressly and absolutely prohibited from engaging in communications regarding the Offer with University personnel unless it is done in accordance with Section 2.2.

## **2.8 Waiver of Administrative Informalities**

The University reserves the right to reject any or all Offers and waive any minor administrative informalities.

## **2.9 Ownership of Offer**

All Respondents are hereby warned that any part of their Offers sent to LSU Procurement Services will become property of the University upon receipt and are subject to the Louisiana Public Records Law. A copy of the Offer will be retained for incorporation by reference in any Agreement resulting from this SFO. Offers marked confidential or proprietary may be rejected and not considered

## **2.10 Proprietary Information**

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within an Offer identified as such **must** be clearly marked in the Offer and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any Offer marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse. See also Section 4.3, Confidential Information, Trade Secrets and Proprietary.

## **2.11 Awarded Agreement/Contract**

Awarded contract will be entered into with the responsible Respondent(s) submitting a responsive Offer according to the criteria given in the SFO and resulting in an Agreement in the best interest of the

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University. A sample of the Agreement for Services – is included as Exhibit 1.

The SFO, any addenda, and the Offer of the selected Respondent will become part of any Agreement initiated by the University.

In no event is a Respondent to submit its own standard contract terms and conditions as a response to this SFO. The Respondent needs to address the specific language in the sample agreement and submit with their Offer with any exceptions or exact agreement deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of Agreement provisions that are non-negotiable.

If any provisions of the Agreement resulting from this SFO are contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the Agreement.

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### 3.0 SFO Schedule of Events

#### 3.1 Timeline

<b>SFO KEY EVENTS SCHEDULE</b>	<b>DATE</b>
<b>Advertise SFO and mail</b>	Tuesday, November 15, 2016
<b>Tour Requests should be submitted by 5:00 P.M., CST</b>	Wednesday, November 23, 2016
<b>Mandatory Pre-Offer Tour</b>	Tuesday, November 29, 2016
<b>Deadline to Receive Written Inquiries Inquires must be received by 2:00 P.M., CST. [See Section 2.2]</b>	Wednesday, December 7, 2016
<b>Issue Responses to Written Inquiries</b>	Wednesday, December 14, 2016
<b>Submission of Offers Deadline (and any SFO Addendum) All Offers must be received by 2:00 P.M. CST on this date at the address listed in Section 2.1 Offers received late for whatever reason will not be considered.</b>	Tuesday, January 10, 2017
<b>Finalists Oral Presentations, if needed</b>	Week of February 13, 2017
<b>Notice of Intent to Award</b>	Wednesday, March 1, 2017
<b>Transition Period</b>	April 1, 2017 through June 30, 2017
<b>Contract Start Date</b>	July 1, 2017

#### 3.2 Mandatory Pre-Offer Tour

A mandatory pre-offer tour of the Athletics Facilities on the University's campus will be held at 10:00 A.M. on Tuesday, November 29, 2016 in Tiger Stadium Lawton Room. The purpose of this meeting will be to permit Respondents to inspect Athletics Facilities. Although impromptu questions will be permitted and spontaneous answers will be provided during the tour, the only official answer or position of the University will be stated in writing in response to written questions through an official Addendum. A list of the names of the Respondent's representatives that will be attending the tour should be submitted to SFO Coordinator as listed below:

Name: Sally McKechnie  
Louisiana State University  
Procurement Services  
213 Thomas Boyd Hall  
Baton Rouge, LA 70803  
Telephone: 225-578-2307  
Fax: 225-578-2292  
Email: smckechnie@lsu.edu

Tour requests should be submitted by 5:00 PM CST on Wednesday, November 23, 2016. Attendance of the tour and meeting is mandatory for consideration of any Offer submitted to this SFO. It is the Respondent's responsibility to inspect the locations, Athletics Facilities, equipment, utilities, and other University properties that are the subject of this SFO. Failure to adequately inspect all locations, Athletics Facilities, equipment, and other University properties will not relieve the successful Respondent from the necessity of furnishing and installing, without additional costs to the University, materials and equipment or performing any labor that may be required to carry out the conditions of the Agreement. This will be the only opportunity to inspect these areas. Offers shall be accepted only from those Respondent(s) who attended the Pre-Offer Tour. Respondents who are not in attendance for the **entire** Pre-Offer Tour will be considered to have not attended.

### **3.3 Written or Oral Discussions/Presentations**

After the opening of all Offers received by the closing time and date for accepting Offers, Respondents may be required, at the request of the University, to make a public oral presentation or provide written clarifications to their Offers. Respondent will not be allowed to change Offer or make any Offer modifications. Oral presentations may be recorded. Any oral presentation or written clarification given by Respondent will be considered part of the document. Appropriate personnel in LSU Procurement Services will schedule any such presentations or address any needed written clarifications.

### **3.4 Best and Final Offer**

The University reserves the right to request a "best and final offer". If contract negotiation is unsuccessful or the highest ranking Respondent fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, or through discovery, cannot provide the services as stated within their proposal, the University may terminate negotiations and begin negotiations with the next highest ranking Respondent.

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## 4.0 Offer Submittal

### 4.1 Minimum Required Qualifications of Respondent

Respondent **must** meet the following minimum qualifications to be considered:

- A. Respondent must currently have at least five (5) consecutive years of experience in operations sufficiently alike in type and scope to those in this SFO to permit a reasonable assessment of Respondent's capability to perform under any Agreement.
- B. Respondent must be licensed to do business in the State of Louisiana within 30 days of the Notice of Intent to Award.
- C. Respondent must provide the three most recent years of audited financial statements of your company.
- D. Respondent must provide a proforma annual financial statements for the entire concessions operations for the duration of this Agreement.
- E. Respondent must provide a minimum of five client references, preferably for similar scope of services performed in a campus-based environment. At least one reference should be from a prior contract that has either been terminated or expired. Include, at a minimum, the following information for each client reference provided:

- Name of organization
- Individual contact's name and title
- Address
- Telephone
- Email
- Description of your relationship or partnership

### 4.2 Requirements for Submission

This SFO is available in electronic format on the State of Louisiana, Office of State Procurement through the Louisiana Procurement and Contract Network (LaPAC) website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the SFO Coordinator contact (See Section 2.2 of this SFO). To access the SFO on LaPAC, search by Solicitation Number 0000000113.

**\*NOTE: LaPAC is the State's online electronic bid posting and notification system resident on OSP's website [www.doa.louisiana.gov/osp] and is available for Supplier self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates.**

**Important** – The Offer should be clearly marked on the outside of envelope, box or package with the Offer Name: “**Management of Concession Services for Athletic Venues and Events**” and the University Solicitation No. **0000000113**. The Offer **MUST** be received prior to **2:00 P.M., CST** on **Tuesday, January 10, 2017** by hand delivery or mail addressed to the **SFO Coordinator**:

**Louisiana State University  
Procurement Services  
Attention: Sally McKechnie  
213 Thomas Boyd Hall  
Baton Rouge, LA 70803**

**NOTE: Respondents are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.** LSU Procurement Services is not responsible for any delays caused by the Respondent's chosen means of Offer delivery.

Offers or amendments to Offers which arrive after closing time and date will not be considered. Fax or email is not acceptable methods for submission of Offers.

Each Respondent **must** submit one (1) signed original Offer to the SFO Coordinator at the address specified in this SFO. **The original Offer MUST be marked 'ORIGINAL' and CONTAIN ORIGINAL SIGNATURES** of those company officials or agents duly authorized to sign Offers or contracts on behalf of the organization. The Respondent must submit ten (10) copies of the Offer and two (2) copies on flash drives in a Windows compatible format such as PDF.

If the Offer contains confidential information as described in Confidential Information, Trade Secrets & Proprietary Information (Section 4.3) of this SFO, as a condition of a request for confidentiality the Respondent shall submit two versions of the Offer:

- A. An original version.
- B. A redacted version that conforms with and is limited to redaction of only the sections allowed by R.S.44:1 et. Seq. Clearly, mark the cover as such – “REDACTED COPY”. The Respondent should provide a clearly identified printed signed redacted copy of their Offer as well as an electronic redacted copy on a flash drive in a Windows compatible format as PDF.

All formal Offers will be considered valid until award is made.

#### **4.3 Confidential Information, Trade Secrets, and Proprietary**

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

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1-44) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Respondents are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Respondent at the time of submission of its Technical Offer. Respondents should refer to the Louisiana Public Records Act for further clarification.

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

*“The data contained in pages \_\_\_\_ of the Offer have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Respondent as a result of or in connection with the submission of this Offer, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the Respondent, without restrictions.”*

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

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

Additionally, any Offer that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

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If your Offer contains confidential information, you should submit a redacted copy along with your Offer. If you do not submit the redacted copy, you will be required to submit such a copy within 48 hours of notification from LSU Procurement Services, if you intend to maintain confidentiality. When submitting your redacted copy, you should clearly mark the cover as such “REDACTED COPY”. The redacted copy should also state which sections or information has been removed.

#### **4.4 Offer Formatting**

- A. Each Respondent must submit an Offer addressing each of the following points, as listed below in Section 5, in the same order and each response entitled as presented herein.
- B. The Offer **must** be completed and all required signatures should be made in blue ink. The Offer **MUST BE TYPED** and **MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE of the Respondent**.
- C. Failure to follow instructions may eliminate that Offer from consideration for any Agreement.
- D. The Respondent must include, within its Offer, the name, mailing address, email address, phone number and fax number of the person(s) to whom legal authorization has been given to negotiate Agreement terms with the University and legally bind the proposing entity by signature of a written Agreement with the University. If the Respondent is a corporation, a formal Board Resolution or signature authority should accompany the Offer giving the signatory the right to sign on behalf of the Corporation. See Exhibit 2 for Sample Board Resolution or Signature Authority.
- E. Offers should be bound with a durable cover, include a cover letter, and consist of the following requirements identified in Section 5.0, typewritten, and numbered within each section. This list is provided only as a guide to what Respondents may include for the University to best

understand their capabilities and evaluate them fairly. It is not meant to be complete or all inclusive.

F. Offers are to be simply prepared in a manner designed to provide the University with a straightforward presentation of the Respondent's capability to satisfy the requirements set forth in this SFO. Elaborate brochures and other promotional materials are neither requested nor desired.

#### **4.5 Offer Opening**

Respondent may attend the Offer opening, however no information or opinions concerning the ultimate Agreement award will be given at the opening or during the evaluation process.

#### **4.6 Records**

The University will provide copies of bid tabulation forms and other documentation that supports the award, once an Agreement has been finalized. Louisiana law requires that records are made available for examination and provide copies as requested. The procedure under the Public Records Act for reviewing the files of the University is to make a request in writing, which can be emailed to: [drichards@lsu.edu](mailto:drichards@lsu.edu) or mailed to LSU President F. King Alexander.

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## **5.0 Offer Contents and Evaluation Criteria**

Respondent must address the Offer evaluation criteria given in this Section. The criteria is based on an assumption of an Agreement with an initial term of ten (10) years with an option to renew for up to two (2) additional five (5) year terms, for up to a total of twenty (20) years, dependent upon mutual agreement of the parties.

Respondent is requested to provide the following information and answer the questions as completely as possible. Marketing information, technical manuals and additional information may be included at the respondent's discretion. Information should adequately illustrate Respondent's experience in operations sufficiently alike in type and scope of those in this SFO to permit a reasonable assessment of Respondent's capability to perform under any Agreement. Examples of documentation that may meet this requirement include, but are not limited to the following: annual reports, executive summaries detailing customers, services, and scale over three consecutive years, or operation plans.

### **5.1 Offer Cover Sheet**

Offer Cover Sheet included as Exhibit 3 must be completed and signed in ink.

### **5.2 Executive Summary**

Provide a brief summary of your understanding of the requirements of this SFO and how you plan to meet those requirements. Include details on the advantages your organization can offer LSU.

### **5.3 Experience, Qualifications and Evidence of Success [10 points]**

This section is to determine the ability of the Respondent to respond to this SFO. Respondents must describe and offer evidence of their ability to meet each of the qualifications list below.

- A. Respondents must be able to clearly demonstrate a minimum of five (5) years of experience in a comparable environment. Provide your organization's history and experience in the field of providing concessions for operations sufficiently like in type and scope to those in this SFO. Clearly indicate the number of years your firm has been in this business.
- B. Provide an organizational chart, including staff and management personnel positions and identify the individual(s) who would have on-site responsibility for the LSU Athletics Concessions. The chart or supporting materials should clearly indicate the total number employees and job descriptions of those individuals carrying out the proposed operations at LSU.
- C. Provide bios for key leadership that will play a vital role in the success of LSU's Athletics Concessions. Please include the names, titles, experience and qualifications of the management team that will provide local oversight.
- D. Describe the resources and expertise your organization offers to maximize the value of this potential partnership to LSU, including technical experience, facilities, organization, etc.
- E. Describe any experience working with multimedia rights holders at athletic venues as well as with vendors that hold pouring rights.
- F. Provide a minimum of five client references, preferably for similar scope of services performed, including at least one reference from a past contract either terminated or expired.

Include, at a minimum, the following information for each client reference provided: Name of organization, Individual contact name and title, Address, Telephone, Email, and Description of your relationship or partnership.

G. Must provide a list of contracts that are similar to LSU that have expired or been terminated in last ten (10) years. Respondent must disclose the reason for either termination or non-renewal of the agreement, if applicable.

H. Must disclose any findings in the previous five (5) years in relation to food quality and/or customer service.

#### **5.4 Operation Services and Implementation [30 points]**

This section provides an opportunity for the Respondent to clearly present a comprehensive plan for providing the Concession services as outlined in this SFO and demonstrating the ability to creatively provide an enhanced fan experience across venues while offering high-quality Foodservices meeting or surpassing all safety and food regulations plus successfully addressing customer/fan and University expectations.

A. Present a comprehensive plan for the operations and management of Concessions for Athletics Venues and Events, including but not limited to the following considerations: human resources; food type, safety and quality; menus and pricing, security plan for cash handling and PCI compliance; reporting mechanisms to the University; and a sample plan for expected performance standards/metrics, including customer satisfaction and ongoing assessment. Plan must include a listing of the equipment that will be provided for each Athletics Facilities venue.

B. Provide a comprehensive 90-day transition and implementation plan outlining the timeline and specific steps to be taken to successfully achieve the services as proposed in this offer.

C. Submit names of any subcontractors under consideration for use in providing the services described in this SFO. Include examples of the subcontractor's work.

D. Describe in detail any plans for improvement of existing Concession stands in venues and/or Concession operations.

#### **5.5 Technology, Creativity & Innovation [15 points]**

This section provides an opportunity for the Respondent to offer creative and innovative ideas that they will incorporate in this Agreement.

A. Must disclose the Point-of-Sale system that will be utilized by Respondent. Include any additional software that may be utilized for reporting and/or analytics.

B. Must provide a marketing plan that illustrates in-venue marketing as well as describes plans for connecting with the local food community through Subcontractors.

C. Must provide a plan for providing or incorporating digital menu boards as described in Section 1.10.3.F.

- D. Please disclose any creative or innovative plans for operations, point-of-sale areas, menu options, marketing, and/or promotional ideas.

### 5.6 Financial [30 points]

In this section, The Respondent must clearly state its capital investment, proposed guaranteed minimum financial payment to the University and its percentage of Commission Gross Receipts, on an annual basis for the initial ten (10) year term of this Agreement.

The financial proposal spreadsheet (Exhibit 4) will consist of the following areas:

- A. Capital Investment (include Amortization Term in years if applicable).
- B. Guaranteed minimum financial payment in dollars per year.
- C. Commission Structure
1. The Respondent must submit a commission structure based on Gross Receipts at all Athletic Venues. The Respondent may also submit a commission structure based on Gross Receipts by each Athletic Venue. Failure to complete this section will result in your proposal being scored a zero on financial portion.
  2. Detail the commission percentages and how these percentages may change at different volume levels and/or facilities.
  3. Commissions shall begin at a minimum of 45%.

**NOTE: Failure to submit at least the minimum Commission percentage will result in a "0" in the Commission of Gross Receipts.**

4. Commissions for University approved Subcontractors should begin at a minimum of 50%.

A sealed pricing model will be used to determine the financial score. The pricing model will be made available on or after offer opening. The Respondent with the highest **Financial Return (Capital Investment + Guaranteed Minimum Financial Payment + Commission of Gross Receipts)** to LSU will receive the full 30 points.

The Respondents that do not have the highest financial return will be scored as follows:

Where the highest Respondent is Px, and the other Respondent(s) are P1, P2, P3...)

$$\text{Respondent's Score} = \frac{\text{P1 Financial Return}}{\text{Px Financial Return}} \times 30 \text{ Points}$$

### 5.7 Incentives [5 points]

The Respondent shall describe, if applicable, any financial incentives such as any signing bonus, scholarship funds, donations to the University, and/or donations to the Athletic Department.

### 5.8 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation [10 points]

Ten percent (10%) of the total evaluation points on this SFO are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors. **See Exhibit 5. This form must be completed and submitted with Offer in order to be considered for award.**

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

Offeror Status and Reserved Points

- Offeror is a certified small entrepreneurship: Full amount of the reserved points
- Offeror is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  - the number of certified small entrepreneurships to be utilized
  - the experience and qualifications of the certified small entrepreneurship(s)
  - the anticipated earnings to accrue to the certified small entrepreneurship(s)

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

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## 6.0 Evaluation and Award Process

### 6.1 Evaluation Team

The evaluation of Offers will be reviewed by a team, to be designated by the University, which will determine the Offer most advantageous to the University, taking into consideration the evaluation factors set forth in the SFO.

### 6.2 Review and Evaluation

The University reserves the right to accept or reject any Offers and waive any informality in any Offer submitted. All Offers will be reviewed to determine compliance with mandatory requirements as specified in the SFO including but not limited to Section 4.0. The award, if made, shall be made in the best interest of the University. Determination shall be made from the Respondent's financial, managerial and organizational ability and resources to serve the University. Only Offers from financially responsible organizations or individuals, as determined by the University, presently engaged in providing concessions shall be considered. Representatives from the University reserve the right to inspect the Respondent's existing operations under its management prior to award of an Agreement. The University anticipates receiving creative and innovative Offers which are realistic in terms of the services required and identifying new approaches for concession services. Offers will be evaluated using the following criteria:

Criteria	Scoring
Experience, Qualifications & Evidence of Success	10 Points
Operation Services & Implementation	30 Points
Technology, Creativity & Innovation	15 Points
Financial	30 Points
Incentives	5 Points
Veterans & Hudson's Initiative	10 Points
<b>Total</b>	<b>100 Points</b>

### 6.3 Award

The University reserves the right to contract with a maximum of one (1) Supplier. Once a Notice of Intent has been issued, LSU Procurement will notify all Respondents.

### 6.4 Agreement Negotiations

The University may enter into negotiations with one (1) or more Respondents in an effort to arrive at an awarded Agreement. The resulting Agreement shall be based on the Solicitation for Offers, submitted Offer and the negotiations concerning it. Should negotiations stall between the University and the first selected Respondent, the University reserves the right to break-off negotiations with the first selected Respondent and begin negotiations with the second highest scored Respondent. The University reserves the right to continue such negotiations with the third and then subsequent highest scored Respondent if negotiations stall with the previously selected Respondent. If no Offer is deemed acceptable by the University in its sole determination, the University reserves the right to reject all Offers.

The determination of when negotiations between the University and a selected Respondent have stalled and negotiations are to be discontinued with such Respondent and begun with another Respondent, are at the sole discretion of the University.

The selected Respondent will be expected to enter into an Agreement which is substantially the same as the Agreement included in Exhibit 1.

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## **7.0 Supplier Requirements**

The Agreement resulting from this SFO shall incorporate, the following requirements.

### **7.1 Management Requirements**

Respondent must provide a description of a management plan to manage and operate the locations. This plan will include proposed manager, staffing plan, training, and changes in the operations.

#### **7.1.1 Personnel and Background Checks**

Supplier shall be required to provide all management and other personnel necessary for performance of its rights and obligations under the Agreement at its own expense and at no cost to the University. Employment conditions governing Supplier employees shall be as determined by Supplier.

Those LSU employees designated as LSU Civil Service Employees with experience in performing duties or activities that are the subject of this SFO shall be given first opportunity for any positions created by the Supplier.

The successful Respondent must conduct and possess a current background check on all employees, whether full or part-time. A deficiency shall result if an employee of the Respondent cannot produce a background check for the employee or the employee does not pass a background check. This may result in the removal of the employee from LSU.

Due to the diverse work force, faculty and students at the University, there are many vulnerable populations in the campus community. In an effort to ensure their safety, the Supplier must provide a letter certifying that criminal history checks have been conducted on all employees and/or volunteers providing service to the University. As team members are added throughout Agreement period, an updated letter must be provided. An updated letter will be required every year, at Agreement extension, for all team members, and any additional staff members that may be used. The criminal history check information must be maintained on file by the Supplier, and LSU reserves the right to request copies of the criminal history checks at any time. The Supplier shall be required to adhere to all University policies. All employees shall wear identification tags provided by Supplier.

The University reserves the right to request immediate removal of any personnel for conduct which is determined to be not in the best interest of the University.

The University will have final approval over employees who will be assigned to manage different areas.

#### **7.1.2 Data Security Standards Compliance -Payment Card Industry (PCI)**

Supplier represents and warrants that for the life of the Agreement, the software and services used for processing transactions shall be compliant with standards established by the PCI Security Standards Council (<https://www.pcisecuritystandards.org/index.shtml>) and follow applicable privacy and data security laws. Supplier agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or

relating to any loss of University including but not limited to the collection, processing, storage, protection and disclosure of personal information, and the applicable privacy policies and agreements of University retained or maintained by Supplier, including but not limited to fraudulent or unapproved use of such credit card or identity information.

### **7.1.3 Price Changes**

Requests by Supplier for initial prices or to increase or decrease retail prices for food and beverages offered by the Supplier must be made to the University at specified dates to be established for each Athletic Venue. Initial price requests must be sent to the University at least thirty (30) days prior to the start of a sports season.

Retail price requests will be reviewed by University in a timely manner and evaluated on the basis of thoroughly documented need provided by the Supplier. The University reserves the right to reject retail price increases or decreases; however, the University shall not unreasonably withhold or delay such pricing approval and implementation. No prices of food and beverages and other items for sale at the Premises or pursuant to this Agreement may be increased or decreased without consent of the University.

### **7.1.4 Inspection of Premises**

The University shall have the right to inspect the Premises and the operations thereon by the Supplier including but not limited to Concession operations with respect to the quality of food served, the method of services thereof, opening and closing times, operation schedules, menus, portion sizes, prices, inventory control, safety, sanitation and the regular maintenance of the Premises. The authority to inspect and ensure compliance would also pertain to any other reasonable regulations adopted by the University pertaining to the Supplier's operations.

### **7.1.5 Equipment**

Supplier shall provide and maintain without cost to the University all equipment, Leasehold Improvements, Smallwares, and uniforms responsibly necessary to conduct the Foodservice operations. The equipment, Leasehold Improvements, Smallwares, and uniforms shall be mutually agreed upon by the University and Supplier.

Equipment must be clean, in good appearance, and in first-class working order at the time of installation. Such equipment must meet all state, county, and local safety and health requirements. Equipment installation and removal where utility connections and/or alteration of University property is involved shall be by or under the direction of the University at the expense of the Supplier.

In case of Concessionaire's default in the performance of the Agreement, the University reserves the right to use Concessionaire's equipment for a reasonable time and to pay a reasonable rental until such time as an Agreement with a new Supplier can be negotiated. If Concessionaire and University cannot agree upon a rental price, it is agreed that a professional appraiser will be appointed by the parties to determine the rental, all appraiser fees will be paid by Concessionaire. University shall have the option to rent said equipment at the appraised price.

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#### **7.1.6 Business Conduct**

The Supplier will contract goods, services, and employment needed to accomplish the conditions of this Agreement, in addition to that currently provided by the University, in its own name and not implicate the University as being liable, either directly or by inference in any transactions. The Supplier will comply with Federal, State, and Local laws pertaining to business conducted in accordance with this Agreement and will conform to the University's business policies and practices.

#### **7.1.7 University Regulations**

Supplier shall abide by all regulations of the University now in effect or adopted hereafter applicable to Supplier.

#### **7.1.8 Beverage Agreements**

Supplier acknowledges and agrees that its rights regarding beverages under this Agreement are controlled by existing beverage agreements between the University and Coca-Cola Bottling Company – in effect until June 30, 2021, applicable provisions of which are provided hereto as Appendix C.

#### **7.1.9 Alcoholic Beverages**

At present, alcoholic beverages are sold only in the Athletic venues operated by the Tiger Athletic Foundation (TAF), the Champions Club in Alex Box Stadium (Supplier) and the Legends Club in the PMAC (Supplier). However, for future consideration, the Supplier shall offer alcoholic beverages for sale to the extent permitted by applicable state and local laws plus University policies regarding the sale and consumption of alcohol. The final decision as to whether or not alcoholic beverages may be sold at any event or in any designated area of the Athletic Venues shall be the sole responsibility of the University. The decision to serve or refuse service of alcoholic beverages to any individual at an event wherein the Supplier is serving alcoholic beverages shall be the sole responsibility of the Supplier. If any change in the current law or policy creates material changes to the Alcoholic Beverages policy and availability in the Facilities as compared to the Alcoholic Beverages policy and availability on the effective date, the University hereby agrees to re-negotiate in good faith applicable business terms in the Agreement.

The Supplier is responsible for the lawful administration of any and all state alcohol enforcement policies in the Athletics Facilities. The Supplier shall be responsible for attaining all licenses and permits required for the sale of alcoholic beverages and agrees to keep the permits in full force and effect during the term of the Agreement. At the termination of the contract, Supplier shall surrender all Alcoholic Beverage Licenses for the Facilities held in the Supplier's name and transfer to the University or the succeeding Supplier, as directed by the University and as allowed by law.

#### **7.1.10 Safety and Sanitation**

Supplier shall provide regular housekeeping, cleaning, preventive maintenance, and sanitation service for Premises, and necessary commercial equipment and supplies for all concession operations. These areas shall include but not be limited to production and serving areas, refrigerators, freezers, receiving and storage, trash and garbage, employee locker rooms, restrooms, offices, hallways, and stairs or elevators used by the Supplier.

Supplier will purchase for service and serve only food, beverages, confections, and edible products (“Food Products”) that are wholesome, unadulterated, first time quality, name brand products.

Supplier will cause all Food Products and alcoholic beverages to be handled, stored, prepared, and served under sanitary conditions and in strict compliance with all applicable federal, state, and municipal laws, ordinances, and regulations.

All Food Products and alcoholic beverages offered or served by Supplier and the area where they are stored, prepared, or served will be subject to inspection by authorized representatives of the University and federal, state, and municipal agencies. Supplier will immediately correct any practice or condition related to the storage, preparation, or service of Food Products or alcoholic beverages upon written notice that such practice or condition is not in compliance with standards required by the University or applicable federal, state, or municipal laws, ordinances, or regulations. Supplier will immediately remove from University premises any food product or beverage upon written notice that it is unacceptable to the University or that it does not meet the standards required by federal, state, or municipal laws, ordinances, or regulations. Any cost or expense incurred by Supplier to achieve compliance will not be reimbursable.

#### **7.1.11 Facilities Alterations and Construction**

All intended facility additions, alterations, improvements, and/or construction will be made as a mutually agreed by the Supplier and the University. All plans and specifications for additions, alterations, and improvements must be approved by the University prior to installation of any work, and all such work will be performed to the approval of the University’s Office of Facility Services; with the University assuming these Facility Development supervisory costs. Construction is to be by written contract and bond in compliance.

#### **7.1.12 Office and Administrative**

##### **A. Office Space:**

1. Current Office Space offered to Supplier
  - a. Money counting room in Tiger Stadium – approx. 370 sq. ft.
  - b. Office (located outside of prep area) on East side of Tiger Stadium – approx. 450 sq. ft.
  - c. 6 Offices in lower South Endzone of Tiger Stadium – approx. 1,200 sq. ft. (combined for all 6 offices)
  - d. Break Room in lower South Endzone of Tiger Stadium – approx. 150 sq. ft.

**Areas are subject to change due to construction and/or renovation.**

##### **B. Utilities:**

The University shall furnish all existing electricity, water and drainage service as required for Concessionaire’s operation without cost to the Concessionaire. The Concessionaire will supply the labor or material costs required to make any necessary initial equipment connections. The University shall not be liable for spoilage of foods as the result of a power interruption, leakage, or other mechanical or utility failure.

- C. Storage Space:
  - 1. Current Storage Space offered to Supplier
    - a. Prep area located on East side of Tiger Stadium – approx. 1,400 sq. ft.
    - b. Alley way located on East side of Tiger Stadium – approx. 2,350 sq. ft.
    - c. 1 room located in Northwest of Tiger Stadium – approx. 800 sq. ft.
    - d. 2 rooms located in North side of Tiger Stadium – approx. 200 sq. ft/room
    - e. 2 rooms located in West side of Tiger Stadium – approx. 350 sq. ft/room
    - f. 5 rooms located in South side of Tiger Stadium – approx. 1,000 sq. ft/room

**Areas are subject to change due to construction and/or renovation.**

D. Central Receiving: Supplier shall have access to a loading dock and freight elevator. Supplier must provide their own forklift, pallet jacks, and material transfer carts and trailers. Supplier is also responsible for providing any vehicles or transportation required to perform concession activities.

E. Telecommunications and Technology: The Supplier shall be responsible for coordinating with the Office of University Networking and Infrastructure, Athletic Department IT Office, and Facility Services if needed, for installation, maintenance, and expenses incurred for telephone service, network lines, computers, alarms, equipment, etc. on the premises.

### **7.1.13 Maintenance**

Supplier shall maintain all assigned areas and areas adjacent to such assigned areas (including the space within a 10-foot radius of each area) including without limitation, concession stands, bars, buffets, pantries, vending areas, condiment stands, kitchens and storage and prep areas, in a clean, sanitary, and orderly fashion.

Supplier shall provide as-needed basic janitorial services before, during and after event within a 10-foot radius around concession stands and in kitchen and pantries. Pest control will be the responsibility of the University for all facilities. Any pest control services that exceed the regularly scheduled maintenance requested by the Supplier will be the responsibility of the Supplier.

The University shall provide trash receptacles in the public areas of the facilities and the areas outside of the facilities, and Supplier shall provide trash receptacles within the assigned areas. Supplier shall deposit in receptacles all waste, garbage and refuse which shall accumulate in the assigned areas and shall keep the stands, kitchens, dining rooms, store rooms, and other areas and space allotted to it in good, clean and sanitary condition. The foregoing garbage removal to centralized designated trash locations shall be the sole responsibility of the Supplier. Supplier shall take all trash and garbage from all Supplier areas to the designated dumpster or recycling areas. The removal of the dumpster and recyclables from the facilities shall be arranged and paid for by the University. Grease removal will be arranged for and/or provided by the University to avoid collection and spillage.

Supplier shall comply with and observe all (i) applicable federal, state and local laws, ordinances, rules, regulations, codes (including without limitation, any applicable health, safety or fire codes) administrative interpretations, and all rules or regulations imposed by governing body of the University (collectively, “Applicable Laws”) and (ii) University standards, policies, procedures or codes of conduct as such standards, policies, procedures or codes of conduct may be reasonably modified from time to time (collectively, “University Policies”), as to sanitation, the purity of food and beverages, recycling or otherwise relating to its operation under this Agreement.

Supplier shall maintain all Leasehold Improvements, equipment, uniforms and Smallwares used in the performances of its duties, including rolling stock, in a good state of repair, normal wear and tear expected. Supplier shall, at its sole cost and expense, maintain commercially reasonable levels of all equipment, Leasehold Improvements, uniforms, and/or Smallwares. In the event that the University and Supplier mutually determine the replacement of any such item is both necessary and an appropriate use of University funds, the replacement cost may come from University funds.

Supplier shall obtain and pay for all preventative maintenance plans for all Foodservice Equipment approved by the University; provided, however, that the University may require the use of its in-house maintenance staff for equipment repairs and maintenance if it is in the Foodservice operations best interest, in which case the Supplier shall reimburse the University for (i) any reasonable out-of-pocket expenses incurred by the University relating to such maintenance; or (ii) the cost of such maintenance services performed by the University on behalf of the Supplier, as the case may be.

The University will provide oversight to the routine inspection and maintenance of all spaces occupied by the Supplier. When required, representatives of the University shall have access to all spaces occupied by the Supplier. Should additional service be needed in any of the above mentioned areas, the University and the Supplier will work together to remedy such scenarios.

The Supplier shall provide with their Offer a preventative maintenance schedule for all concession stands and occupied areas of Athletic Facilities.

#### **7.1.14 Uniforms**

Concession employees shall at all times be neatly and cleanly uniformed, at the expense of the Concessionaire. Uniforms for employees shall be of standard style. The successful Respondent shall be required to present designs and specifications for distinctive and colorful uniforms for stand operators and Suppliers within thirty (30) days following the execution of the contract. The approval of LSU shall be required before uniforms are ordered.

Concession employees may not wear any apparel or accessories that promote another collegiate team. Only LSU apparel or accessories are allowed to be worn during LSU events. Any additional apparel or accessory must conform to the above mentioned uniform standards.

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#### **7.1.15 Employee Discount**

The Concessionaire and the Athletics Department will work together to determine if an employee discount is something that should be implemented. Any discount offered must follow all State and University ethics laws.

#### **7.1.16 Operation Meetings**

Supplier is required to attend all operation meetings leading up to an event. For home football games, meetings are usually held on the Thursday morning before the game. For other sports, operational meetings are not consistently held for each home event.

#### **7.1.17 Campus Mail**

Campus mail is a service provided by the University. Policies and rules governing its use are as provided for are policy set forth in PS-91 (<http://sites01.lsu.edu/wp/policiesprocedures/policies-and-procedures/>).

#### **7.1.18 Security**

Supplier will be responsible for the security of all food and beverages and supplies stored in such designated areas.

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Supplier is expected to acquire security personnel to guard all cash deliveries, pick-ups, and reconciliations that occur during events.

Supplier will have the ability to utilize the University's event security contract. Should the Supplier choose not to utilize the University's event security contract, the Supplier must coordinate with University personnel regarding all of their security requests.

#### **7.1.19 Subcontractors**

Subcontracting of certain menu items may be permitted as the University has interest in offering "brand name" products at its events. Subcontractors are subject to the approval of University before such an assignment may be made and must agree to comply with the terms and conditions of the Agreement between the University and Concessionaire. Supplier will control the hiring of Subcontractors with University approval and will be responsible for their actions and operations. The University reserves the sole right to reject any and all Subcontractors.

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## **7.2 Financial and Accounting**

### **7.2.1 Performance Bond or Letter of Credit**

Supplier shall provide a performance and payment bond acceptable to LSU which shall secure the full performance of all obligations imposed on Supplier pursuant to this Agreement. At all times during this Agreement, the performance bond shall be in an amount of \$1,500,000 or at least equal to 75% of the Guaranteed Minimum Financial Payment or whichever is greater.

The performance bond is to be written by a surety or insurance company licensed to do business in the State of Louisiana and currently on the U.S. Department of Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register or by a Louisiana domiciled insurance company with at least an A- rating in the last printing the A.M. Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders surplus as shown in the A. M. Best's Key Rating Guide.

As an option to the requirement for a performance bond, the University will consider an irrevocable letter of credit in the amount of \$1,500,000 or at least equal to 75% of the Guaranteed Minimum Financial Payment or whichever is greater. The letter of credit is to be in a form reasonably acceptable to University and shall be issued by a FDIC or FSLIC insured financial institution.

### **7.2.2 Commissions and Payment Terms**

As consideration for Concessionaire providing Foodservice operations at LSU Athletics Facilities for scheduled Athletics Events, a Commission schedule and payment timetable shall be developed in agreement with all parties detailing percentage of Gross Receipts as well as Guaranteed Minimum Financial Payment. Any consideration of an incentive shall be separate from the commission schedule.

In the event that the University adds or substitutes Facilities, the parties shall meet in good faith to determine a reasonable Commission. In addition, in the event that the Concessionaire begins serving alcoholic beverages at LSU Athletics Facilities the parties shall meet in good faith to renegotiate the Commission rates to reflect the anticipated additional sales generated.

### **7.2.3 Hardware and Accounting Software**

Concessionaire shall use Concessionaire's hardware and accounting software, which such hardware and software shall reasonably be approved by the University.

### **7.2.4 Credit Cards**

Concessionaire shall accept credit cards at all permanent points of sale. Concessionaire shall be the merchant of record for any credit or debit card transactions and will be responsible for complying with all applicable laws, regulations, and payment card industry (PCI) security standards related to the protection of cardholder data. See Section 7.1.2.

### **7.2.5 TigerCASH**

Concessionaire shall support and participate in the TigerCASH program at Concessions stands designated as such by the University, including without limitation, providing and maintaining the readers necessary to accept TigerCASH and interact with the University's business transactions system in a secure manner. TigerCASH is the campus debit account, which resides on the

University ID card.

The University will act as the agent for Concessionaire in collecting sales proceeds from the use of Tiger Cards for purchases. During the term of this Agreement Concessionaire agrees to pay a Service Charge equal to 3% of Gross TigerCASH Debit Card transaction sales at the Concessionaire's location. Concessionaire shall submit a detailed monthly invoice, to be verified by the University, before a payment is made. In the manner provided hereinafter, the University will transfer payments on a monthly basis for the TigerCASH transactions attributable to the Respondent less the Service Charge. Notwithstanding the foregoing, the University shall not be responsible or obligated to pay Respondent for any TigerCASH transactions that are processed on a stolen or invalid Tiger Card. In the event the Respondent's invoice does not match the TigerCASH transaction sales records, Respondent must provide detailed information to the University showing the missing transaction details.

#### **7.2.6 Auditing and Accounting**

A. Concessionaire will establish adequate internal controls and determine at such frequent intervals as may be necessary that the controls are maintained. The Concessionaire will provide to the University annual financial statements audited by a Certified Professional Accountant. Such audited financial statements shall specify as to whether amounts owed to University have been paid. The University reserves the right to have its representative, including the State Legislature Auditor, audit the Concessionaire's books, records, and other such financial documents or desired information pertaining to the Concessionaire's Agreement with the University. The Concessionaire shall provide all financial and other data according to the University's fiscal year. The University is on a monthly business cycle with a fiscal year beginning July 1 and ending on June 30.

B. Concessionaire shall maintain all accounting records at the on-site office in a format approved by the University. True and accurate accounting records shall be available for audit by the University at any time throughout the term of the Agreement at the on-site office and kept for a period of at least five (5) years following the end of each Agreement year.

#### **7.2.7 Right to Audit**

The State Legislative Auditor, federal auditors, and internal auditors of the state or others so entitled by the state or university shall have the right to inspect and audit all data and records of the contracting entity or any subcontractor of the contracting entity related to performance with respect to this Agreement. The rights of inspection and audit shall commence as of the date of this Agreement and shall continue for a period of five (5) years after project acceptance or as required by applicable state and federal law. The contracting entity and any Subcontractor of the contracting entity shall maintain all books and records related to this Agreement for the enumerated five (5) year period.

#### **7.2.8 Management Information/Reporting**

A. Concessionaire shall submit an operating budget via an approved format for University approval four months prior to the beginning of each Agreement Year, for every year during the term of the Agreement.

B. Concessionaire shall provide the University with a sales report within 72 hours following each home football game. For all other sporting events, Concessionaire shall provide the University a monthly sales report within five (5) days following the end of a

month. The monthly sales report must detail each sport's sales and not just the sales for the venue.

C. Concessionaire shall provide to the University, in a format directed by the University, a written summary of each sports season within one (1) month following the completion of a season.

D. Concessionaire and the University shall inventory all Equipment, Leasehold Improvements, uniforms and Smallwares on an annual basis to determine what replacements and repairs are required, and to adjust the asset schedule accordingly.

E. Concessionaire must participate in any quarterly, semi-annual, or annual reviews that are requested by the University. The University will provide at least a 30 days' notice for quarterly, semi-annual, or annual review.

F. Concessionaire will provide performance reports as agreed upon with the University to monitor customer satisfaction and other priority areas. The customer satisfaction surveying outlined in Section 7.3.14 will occur throughout a fiscal year with reports coming before the end of the same fiscal year.

### **7.3 General Terms and Conditions**

#### **7.3.1 Taxes and Fees**

Supplier shall be responsible for the remission of all taxes including but not limited to income, employment, use and sales taxes – Federal, State and local – and all license fees, or any other necessary expense to the operation under the Agreement with the University, and shall conform to all laws, regulations, and ordinances applicable to the performance of this SFO and any subsequent Agreement between the University and Supplier.

#### **7.3.2 Acknowledgement of Other Agreements**

Supplier agrees that its rights regarding beverages under this Agreement are controlled by an existing beverage agreement between the University and Coca-Cola Bottling Company with a contract date extending through June 30, 2021. Requirements in Appendix C.

The University currently has an agreement for LSU Dining granting Compass Group, USA, Inc. with the exclusive right to provide food services within certain Leased Premises. This agreement has a contract date extending through June 30, 2022.

The Athletic Department has an agreement with OUTFRONT Media Sports, Inc. (d.b.a. LSU Sports Properties) to be the exclusive marketing and multimedia rights holder for LSU Athletics. The parties are under contract through the 2025-2026 season. Concessionaire must agree to change any beverages or foods served at the Concession areas should LSUSP award exclusive rights or when called for as part of a multimedia advertising agreement.

TAF has an agreement with Drakes Catering for the Premium Areas outlined in section 1.10.2. TAF's current agreement with Drakes Catering expires on June 30, 2019, with an option to extend the existing contract with Drakes through June 30, 2024.

### **7.3.3 Assignment of Agreement**

This Agreement or any portion thereof, or any interest therein, shall not be assigned, transferred, conveyed, sublet or disposed of without receiving prior written consent of the University. All Agreements and stipulations herein contained and all obligations assumed in the Agreement shall be binding upon the heirs, successor and assigns of the parties thereto.

### **7.3.4 Licenses and Permits**

Supplier shall obtain and maintain as current at its own expense all licenses, permits and other approvals required by Federal, State, and local governments and to make available to University personnel appropriate documentation when so requested by the University.

### **7.3.5 Compliance with Applicable Law, Policy, Accreditation and Licensing**

Supplier will comply with all federal, state, and local laws appertaining to its business conducted under the Agreement, including University Procurement Code, LAC 34:XIII.2303; Louisiana Code of Governmental Ethics, La. R.S 42:1101, and will conform to University's business policies and practices.

Supplier shall be and remain fully compliant with Equal Employment Opportunity and Affirmative Action law and policy. During the performance of this Agreement, the Supplier must comply with all federal, state and local laws, including those which prohibit discrimination because of race, color, national origin, religion, sex, sexual orientation, age, disability or veteran status. See, e.g., The Civil Rights Act of 1964, The Age Discrimination in Employment Act of 1975, The Civil Rights Act of 1968, The Education Amendment Act of 1972, The Rehabilitation Act of 1973, The Federal Energy Administration Act of 1974, The Energy Reorganization Act of 1974, The Vietnam Era Veteran' Readjustment Act of 1974, The Energy Conservation and Production Act of 1976, The Fair Housing Act of 1968, The Americans With Disabilities Act of 1990 and Executive Order 11246, as amended. Any act of discrimination committed by Supplier, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

### **7.3.6 Participation by Small, Minority, and Women's Business Enterprises**

The University strongly encourages participation in the performance of the Agreement by small, minority, and women's business enterprises, and labor surplus firms. Participation may be either direct, or as a Subcontractor.

### **7.3.7 Veteran and Hudson Initiatives**

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible Proposers are encouraged to become certified. Qualification requirements and online certification are available at Louisiana Division of Administration website.

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Respondent shall include in their Offer the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s) using the form provided in Exhibit 5, a description of the Work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (Louisiana R.S. 39:2171 *et. Seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (Louisiana R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at Louisiana Division of Administration website. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://www.wprdl.doa.louisiana.gov/OSP/LaPAC/Vendor/VndPubMain.cfm?tab=2>. Only the businesses on this site will be used for evaluating and scoring.

### **7.3.8 Traffic and Parking**

Should Supplier access the University, Supplier's employees, subcontractor and Suppliers will conform to the regulations of University's Office of Parking and Transportation. Expenses of parking at the University shall be borne by Supplier or its employees, Subcontractors and vendors. Information regarding the University's parking rules and regulations can be obtained from the University Office of Parking and Transportation, Public Safety Bldg., South Stadium Road, Baton Rouge, LA 70803. Telephone (225) 578-5000 or Fax (225) 578-3577.

### **7.3.9 Insurance**

Supplier shall procure 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 Suppliers, agents, representatives, or employees.

#### **Worker's Compensation**

Worker's Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana, statutory limits. Employers Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. Such insurance shall include a Waiver of Subrogation in favor of the **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**.

**Commercial General Liability (CGL)**

Insurance Services Office Form CG 00 01 or equivalent covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$10,000,000 per occurrence and \$10,000,000 aggregate limit. Such insurance shall include a Waiver of Subrogation in favor of the **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**.

**Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$5,000,000. ISO form number CA 00 01, 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.

**Cyber Liability**

Cyber Liability coverage including third party liability coverage for privacy breach and including coverage for notification and assistance as provided by Louisiana law shall be included with a minimum limit of \$2,000,000.

**Liquor Liability**

If the Supplier intends to sell alcohol then the Supplier prior to its sell must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol in an amount not less than \$5,000,000.

**Excess Insurance**

Excess Umbrella insurance may be used to meet the minimum requirements for liability insurance. If used, such insurance shall include a Waiver of Subrogation in favor of the **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**.

If the Supplier maintains higher limits than the minimums shown above, the University requires and shall be entitled to coverage for the higher limits maintained by the Supplier. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the University.

**Other Insurance Requirements:** The policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

**Board of Supervisors of Louisiana State University and Agricultural & Mechanical College**, the State of Louisiana and their employees, officers, directors, and volunteers **are to be named as Additional Insureds for both ongoing and completed operations** on the Commercial General Liability policy, Auto Liability, Liquor Liability, and any umbrella or excess liability policies. General liability coverage can be provided in the form of an endorsement to the Supplier’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

**Primary Coverage**

For any claims related to this Agreement, the **Supplier’s insurance coverage shall be primary** insurance as respects to the **Board of Supervisors of Louisiana State University and Agricultural & Mechanical College**, the State of Louisiana and their employees, officers, directors, and volunteers (collectively “University”). Any insurance or self-insurance maintained by the University shall be excess of the Supplier’s insurance and shall not contribute with it.

### **Subcontractors**

Supplier 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 University reserves the right to request copies of Subcontractor's Certificates at any time.

### **Notice of Cancellation**

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the University in accordance with policy provisions.

### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the University. The University may require the Supplier to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Except for a Supplier whose capital stock is publicly traded on an exchange regulated by the United States Securities and Exchange Commission, University shall have the right to examine the books and records of Supplier (including any excess, stop loss or reinsurance policies or agreements) to determine whether University is agreeable to the proposed self-insurance arrangement. Execution of the Agreement or any Amendment(s) thereto by University does not constitute written approval of any proposed self-insurance arrangement. If at any time during the term of the Agreement, it should appear to University that Supplier's financial position has deteriorated to the extent that Supplier's financial ability to pay or fund the deductible or self-insured retention under the previously approved self-insurance arrangement is doubtful, University shall have the right to withdraw its prior approval of the self-insurance arrangement, and require Supplier to furnish "first dollar" liability insurance coverage. All carriers Supplier proposes to use to provide coverage in excess of the liability deductible or self-insured retention shall meet the requirements of this Section. This Section shall not apply to a self-insurance arrangement in which all the applicable self-insured retention is fully insured as to third parties on a "first dollar" basis (via the use of "fronting" policies, or otherwise), provided the carrier providing such fronting coverage or other first dollar liability coverage meets the requirements of this Section.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable to the University.

### **Verification of Coverage**

Supplier shall furnish the University with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the University before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Supplier's obligation to provide them. The University reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Failure to provide and maintain the required insurance coverage throughout the term of the Agreement shall be a material breach of the Agreement, and shall entitle University to all remedies provided for in the Agreement, any Amendment(s) thereto, or by operation of law.

### **Special Risks or Circumstances**

LSU reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### **7.3.10 Insurance for Construction Projects and Improvements**

If at any point during the duration of the Supplier undertakes any construction projects or improvements upon the University premises, Supplier shall maintain or require its Contractor(s) to maintain the following insurance:

#### **Property Insurance**

Property Insurance shall be for all risk (including flood, wind, and earthquake) and provide coverage for; all improvements constructed for or on behalf of Lessee in the premises; all personal property, including removable trade fixtures located in the premises; all inventory; and business interruption for a period of not less than 12 months. Such insurance shall be primary and include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

#### **Workers' Compensation**

Workers' Compensation insurance shall be in compliance with the Workers' Compensation law of the State of Louisiana, statutory limits. Employer's Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. Such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

#### **Commercial General Liability (CGL)**

Commercial General Liability Insurance shall be on an Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate limit. Furthermore, such insurance shall include limits for damage to rented premises not less than \$500,000 and medical payments not less than \$5,000. Such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

#### **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01, 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. The employee vs employee exclusion shall be deleted. Symbol 1 is preferred, but if no vehicles are owned is not required. Such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

#### **Builder's Risk Insurance**

Supplier or Contractor shall provide an "All Risk" builder's risk insurance policy, including but not limited to fire and extended coverage insurance including wind, flood, earthquake, collapse, vandalism, malicious mischief, and theft including theft of materials whether or not attached to any structure, for not less than one hundred percent (100%) of the full replacement value of the Work, the Property, all buildings and improvements located on the Property and the Building, to protect against any damage or loss during the Work. The coverage shall include the architect's and engineer's fees to provide plans, specifications and supervision of Work for the repair and/or replacement of property damage following a loss during construction. This policy shall be taken out prior to commencement of construction and maintained in force until such time as Supplier accepts and takes possession of the Work. Written evidence of such insurance shall be provided to the LSU Representative prior to commencement of any Work.

### **Architect's Design, Errors and Omissions.**

If architect services are provided, supplier shall provide the LSU Representative with evidence that the Architect has procured architect's design, errors and omissions insurance coverage for the Work in an amount not less than one hundred (100%) percent of the value of the Work, and that such insurance coverage shall be in place for at least ten (10) years following completion of the work.

If the Supplier or Contractor maintains higher limits than the minimums shown above, the University requires and shall be entitled to coverage for the higher limits maintained by the Supplier. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the University.

### **Other Insurance Requirements**

Supplier shall carry or require any and all Contractor(s) to maintain the insurance coverage required above, including all requirements stated in the "Other Insurance Requirements" in section 7.3.9. Supplier shall be responsible for verifying each Contractor's compliance with the insurance requirements in this section and the "Other Insurance Requirements" in 7.3.9. above. Supplier shall also maintain the Certificates provided by each Contractor. The University reserves the right to request copies of Contractor's Certificates and endorsements at any time.

### **7.3.11 Indemnification**

Supplier shall defend, indemnify, and hold harmless LSU and its members, officers, employees and agents (collectively, "LSU Parties") from and against all suits, actions, claims, judgments, damages, losses or other liabilities, and all cost and expenses, including without limitation reasonable attorney fees, ("Claims") incurred by LSU Parties in connection therewith, arising out of or relating to Supplier's: (i) breach of any material term of this Agreement; or (ii) acts or omissions of Supplier, or those of its employees and/or agents. Supplier shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, LSU Parties shall cooperate fully with and assist Supplier in all respects in connection with any such defense, and no LSU Party shall enter into a settlement of such Claim or admit liability or fault on the part of Supplier without Supplier's prior written approval.

LSU shall defend, indemnify and hold harmless Supplier, its directors, officers, employees, agents and assigns, from and against all Claims incurred by Supplier in connection therewith, arising out of or relating to the gross negligence or willful misconduct of any LSU Party. Supplier shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, Supplier shall cooperate fully with and assist LSU in all respects in connection with any such defense, and Supplier shall not enter into a settlement of such Claim or admit liability or fault on the part of LSU without LSU's prior written approval.

### **7.3.12 University Name and Logo**

The Supplier agrees that it will not advertise nor promote any connection with the University, the University Board of Supervisors or use any identifying marks or property nor make representation, either expressed or implied, as to the University's promotion or endorsement of the Supplier unless it has received prior written consent from the University.

### **7.3.13 Performance Annual Review**

Supplier shall meet at least annually with LSU Procurement leadership representatives for purposes of a business review. Supplier shall meet regularly with the designated University representative to review operations and will cooperate at all times to maintain maximum efficiency and public relations with students, faculty, and staff.

### **7.3.14 Customer Satisfaction Surveys**

The University has the right to hire an independent 3<sup>rd</sup> party to conduct customer satisfaction surveys. The University will collaborate with the Supplier to determine a mutually agreeable survey format. If the Supplier fails to reach a mutually agreed upon customer satisfaction level, the Supplier will remit \$100,000 to the Athletic Department in each year the level is not met.

Failure to meet the mutually agreed upon customer satisfaction level in consecutive years could result in termination of the contract.

### **7.3.15 Jurisdiction and Venue**

The terms of this SFO shall be interpreted under Louisiana law. Venue for any claims arising out of this SFO is proper in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

## **7.4 Termination Clauses**

### **7.4.1 Termination for Cause**

The University may terminate this Agreement for cause based upon the failure of the Supplier to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the University shall give the Supplier written notice specifying the Supplier's failure. If within fifteen (15) days after receipt of such notice, the Supplier shall not have corrected such failure or, in the case of failure which cannot be corrected in fifteen (15) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Supplier in default and the Agreement shall terminate on the date specified in such notice.

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

### **7.4.2 Termination for Convenience**

The University may terminate this Agreement at any time by giving thirty (30) days written notice to the Supplier of such termination or negotiating with the Supplier an effective date.

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

### **7.4.3 Record of Ownership**

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

### **7.4.4 Content of Contract/Order of Precedence**

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

### **7.4.5 Contract Changes**

No additional changes, enhancements, or modifications to any Agreement resulting from this SFO shall be made without the prior approval of LSU Procurement Services.

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

## **APPENDICES**

**Appendix A: Athletics Facilities and Descriptions**

**Appendix B: Maps of Facilities and Surrounding Areas (Location and Concession Stands)**

**Appendix C: Coca-Cola Bottling Company Agreement Requirements**

**Appendix D: Historical Sales**

**Appendix E: Historical Attendance**

**Appendix F: Current Menus and Prices**

**Appendix G: Proposed Construction in Tiger Stadium**

## **EXHIBITS**

**Exhibit 1: Sample Agreement for Services**

**Exhibit 2: Sample Board Resolution**

**Exhibit 3: SFO Cover Sheet**

**Exhibit 4: Financial Proposal**

**Exhibit 5: Veterans/Hudson Initiative Verification Form**

## Appendix A: Athletic Facilities and Descriptions

- Home of the LSU football team.
- Average 7 home contests per year. (Will only play 6 in 2017)
- Opened in 1924 with many expansions over the years with the most recent expansion completed in 2014.
- Capacity for the stadium is 102,231 which includes approximately 10,000 seats in the club and suites area. The clubs and suites are owned and operated by the Tiger Athletic Foundation and are not included in this concessions proposal.
- There are 58 permanent concessions stands and 67 portable/satellite concessions stands throughout the stadium.
- There are also 12 portable/satellite concessions stands outside of the stadium that are operated on football gamedays.

### Alex Box Stadium:

- Home of the LSU Baseball team
- Average 30 home contests per year.
- Opened in 2009
- Seating capacity is 10,236 including 29 suites that seat approximately 600 fans. The suites are owned and operated by the Tiger Athletic Foundation and are not included in this concessions proposal.
- There are 4 permanent concessions stands and 7 portable/satellite sites.
- There is also the Champions Club that serves approximately 800 fans.

### Pete Maravich Assembly Center

- Home of the LSU men's and women's basketball teams; women's gymnastics; and women's volleyball.
- Average 15 Men's Basketball home contests per year.
- Average 15 Women's Basketball home contests per year.
- Average 6 Women's Gymnastics home contest per year.
- Average 13 Women's Volleyball home contest per year.
- Opened in 1972 and the most recent renovation was 2005.
- There are 6 permanent concessions stands and 5 portable/satellite concessions stands.
- There is also a Legends Club that serves approximately 700 fans.
- There is also a Courtside Club that serves approximately 50 fans.
- The facility is also utilized for graduations and is rented out to outside groups.

### Bernie Moore Track Stadium

- Home of the LSU outdoor men's and women's track & field teams
- Average 2 home contest per year
- Seating capacity is 5,680

- There are 2 portable/satellite sites in the stadium
- The stadium also hosts the state's outdoor track & field championships

### **Carl Maddox Field House**

- Home of the LSU indoor men's and women's track & field teams
- Average 2 home contest per year
- Opened in 1975 and renovated in 2012
- Seating capacity is 2,200
- There is 1 permanent concessions stand.
- This facility also hosts the state's indoor track & field championships and is occasionally rented out to outside groups.

### **LSU Soccer Stadium**

- Home of the LSU women's soccer team.
- Average 10 home contest per year.
- Reconstructed in 2011.
- Seating capacity 2,197
- There is 1 permanent concessions stand and room for several portable/satellite concessions stands.

### **LSU Softball Stadium (Tiger Park)**

- Home of the LSU softball team.
- Average 35 home contest per year.
- Opened in 2009.
- Seating capacity is 1,289 seats and additional seating for 960 fans on berm/terrace area.
- There are 2 permanent concessions stands and 2 portable/satellite concessions stands

### **LSU Tennis Complex**

- Home of the LSU men's and women's tennis teams.
- Average 10 Men's Tennis home contest per year.
- Average 10 Women's Tennis home contest per year.
- Opened in 2015
- Seating capacity is 1,400 for outdoor tennis events and 300 for indoor tennis events.
- There is 1 permanent concessions stand that opens to both the indoor and outdoor courts.

### **Future LSU Beach Volleyball Facility**

- The LSU Athletic Department sponsors a beach volleyball team that is currently competing off campus. Pending approvals from the campus and the state, renovations are expected to begin on the old LSU Dub Robinson stadium to convert the old tennis courts to beach volleyball courts.

\*\*\*Please note that due to on-going construction projects the number of concessions stands in each facility is subject to change.

\*\*\* Please refer to Section 1.10 to know which areas in each venue are included in this agreement.

**APPENDIX B  
MAPS OF FACILITIES AND SURROUNDING AREAS**

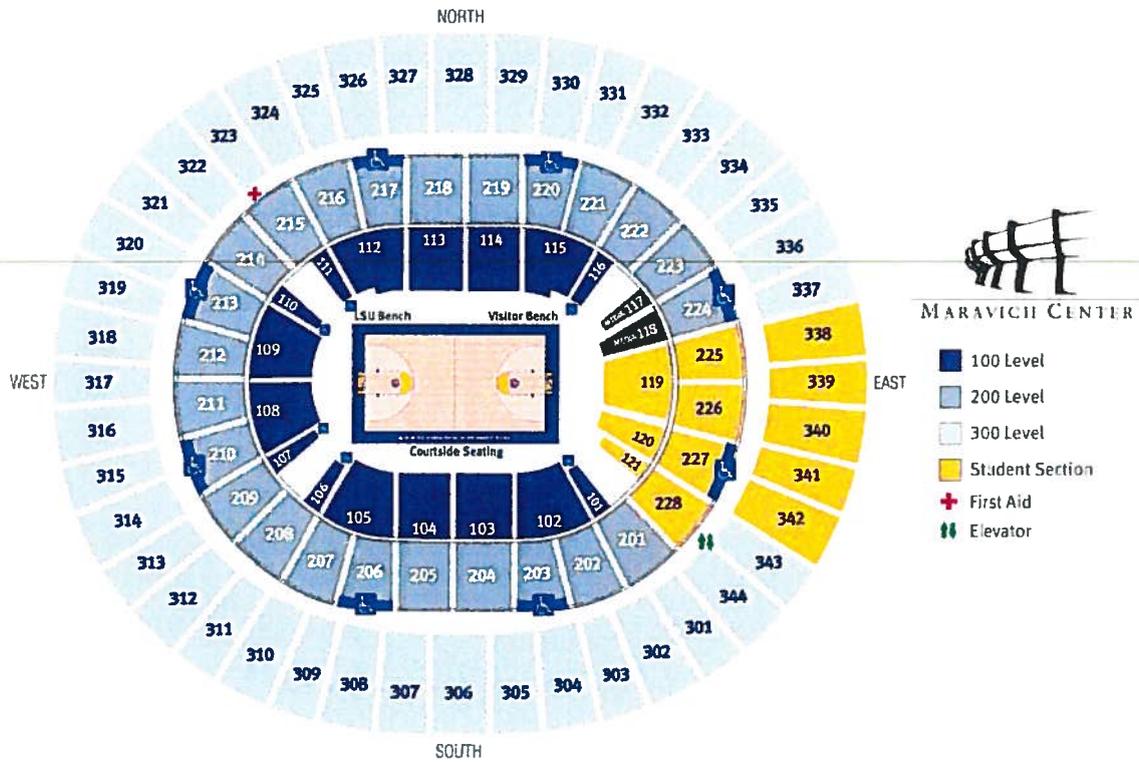


[www.lsusports.net/seating](http://www.lsusports.net/seating)

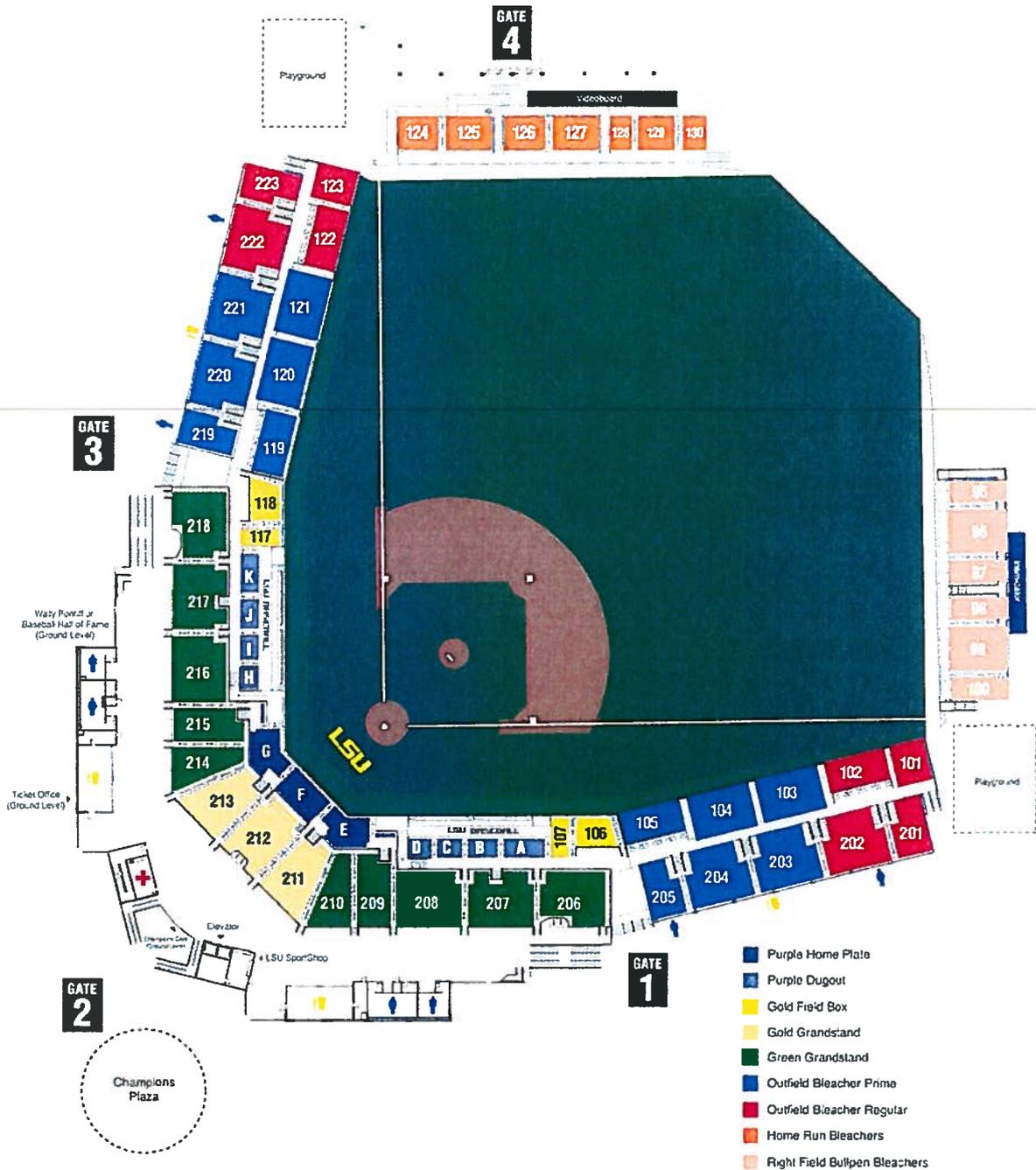
APPENDIX B  
MAPS OF FACILITIES AND SURROUNDING AREAS

# PMAC

## LSU MEN'S BASKETBALL SEATING CHART



**APPENDIX B**  
**MAPS OF FACILITIES AND SURROUNDING AREAS**  
**ALEX BOX STADIUM**



APPENDIX B  
MAPS OF FACILITIES AND SURROUNDING AREAS

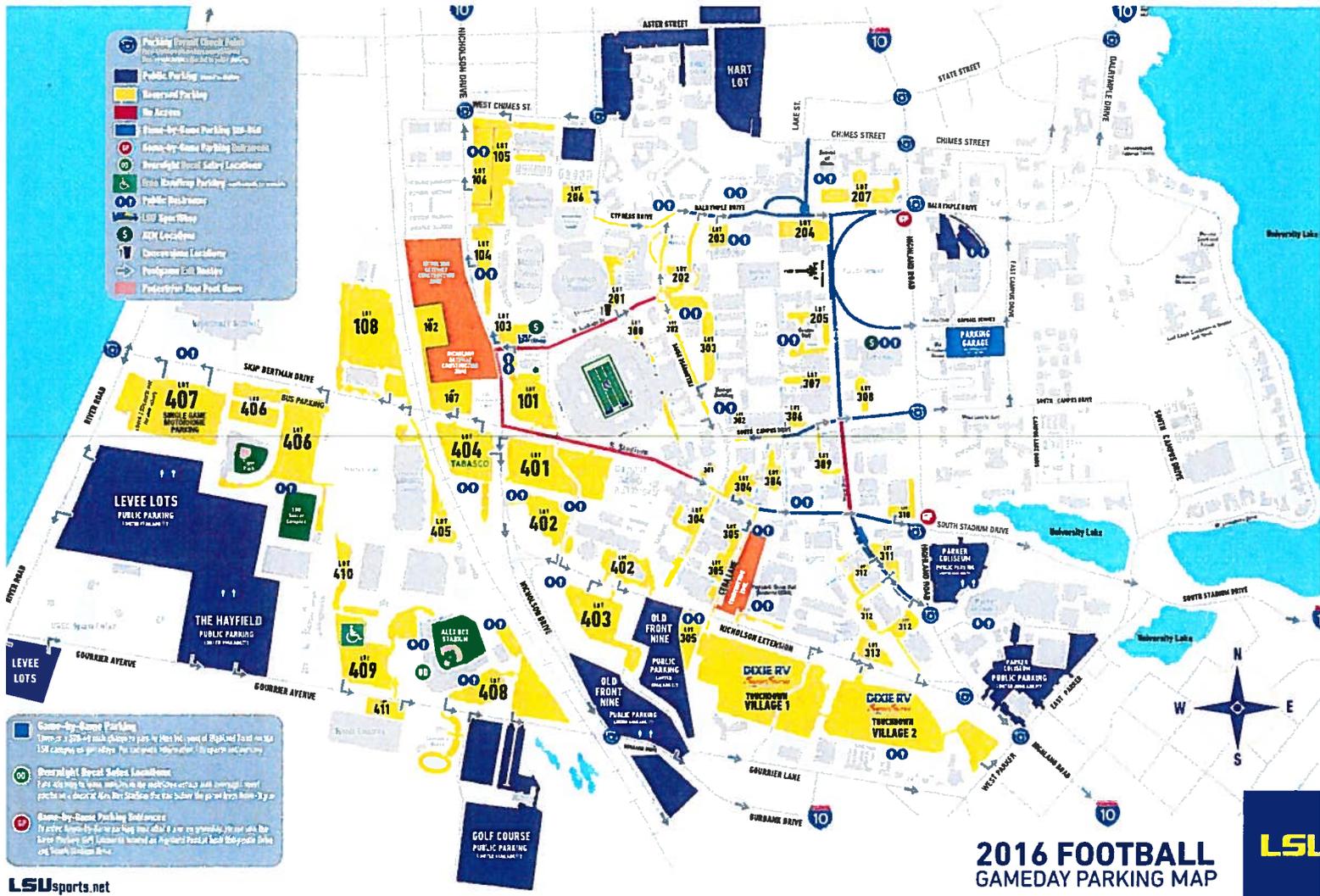
# TIGER PARK



TIGER PARK SEATING CHART



**APPENDIX B  
MAPS OF FACILITIES AND SURROUNDING AREAS**



LSUsports.net

**2016 FOOTBALL  
GAMEDAY PARKING MAP**



**2016 FOOTBALL  
GAMEDAY PARKING MAP**

## APPENDIX C

### Coca-Cola Bottling Company Agreement Requirements

#### Sponsorship Agreement with Louisiana State University and Coca-Cola Bottling Company Effective through June 30, 2021

##### General

(1) Concessionaires who Sell Products on the Campus will: (i) exclusively Sell Coca-Cola Products or Permitted Exceptions; and (ii) purchase any such Coca-Cola Products directly from Coca-Cola. Concessionaires who Sell Coca-Cola Products on Campus will make a reasonable range of Coca-Cola Products available for Sale on Campus at every location where Coca-Cola Products are Sold

##### Permitted Exception

Concessionaire may sell the following “Permitted Exceptions” on Campus.

(1) Permitted Exceptions shall not be sold in Approved Cups.

(2) Concessionaire Selling Permitted Exceptions on Campus may display trademarks for Permitted Exceptions through the use of incidental signage which indicates location and availability, but not otherwise generally to promote or affirmatively market the Permitted Exceptions on Campus. Such incidental signage shall be in the reasonable vicinity of the location at which the Permitted Exceptions are sold.

“Permitted Exceptions” means: (i) coffee freshly brewed on site; (ii) hot chocolate; (iii) Fresh Milk; (iv) lemonade from fresh lemons squeezed on site; (v) Smoothies; (vi) ice; (vii) ice cream products; (viii) frozen yogurt products; (ix) milk shakes or malts.

##### Products and Surcharge

Coca-Cola agrees to sell to any Concessionaire all of Concessionaire’s requirements for Coca-Cola Products as follows:

(1) At the prices and on the selling terms agreed to directly with any Concessionaire,

(2) Coca-Cola Products in bottle/can form at prices no greater than the lowest prices extended to similar customers purchasing similar quantities.

(3) Coca-Cola Products in bag in the box form at the “national account prices” for such items, as announced by The Coca-Cola Company from time to time.

(4) Coca-Cola may require Tiger Concessions, to the extent that Tiger Concessions uses delivery, handling and/or equipment services provided by Coca-Cola, to pay to Coca-Cola the Concession Surcharge of approximately 10% of product cost to defray Coca-Cola's costs associated with the delivery, handling, and equipment service. Coca-Cola will provide on-site support for all home football games and pre-game support for all other sports. To the extent Tiger Concessions should decide not to require any or all delivery, handling and equipment service associated with such Products, and should so

notify Coca-Cola in writing, Coca-Cola agrees to eliminate or reduce as appropriate such Concession Surcharge.

(5) At no additional charge other than the Concession Surcharge, all of Coca-Cola Products will be delivered by Coca-Cola to the storage facilities for any Concessionaires operations or concession areas as requested by such Concessionaire.

(6) Furnishing of Dispensers and Cylinders.

Coca-Cola will lend to any Concessionaire without charge or cost other than the Concession Surcharge, a mutually agreeable quantity of fountain dispensing equipment and bottle/can coolers ("Dispensing Equipment"). Coca-Cola shall reasonably maintain such loaned Dispensing Equipment. If Concessionaire does not have an agreement with Coca-Cola concerning dispensing equipment it will enter into the standard Coca-Cola equipment contract. In consideration of the payment of the Concession Surcharge, Coca-Cola will furnish reasonable maintenance personnel for each Athletic Event as reasonably requested by such Concessionaire. At no additional cost to any Concessionaire other than the Concession Surcharge, Coca-Cola will furnish a reasonable number of filled carbon dioxide cylinders to any Concessionaire. Cylinder deposit charges will be by memorandum billing only and at no cost to any Concessionaire, other than the Concession Surcharge. Coca-Cola will furnish all signage and menu boards reasonably requested by any Concessionaire for all Athletic Department venues and other locations at which Coca-Cola Products are Sold, at no cost to such Concessionaire. Coca-Cola shall remain the owner of all loaned Dispensing Equipment during the Term of this Agreement. Coca-Cola shall bear the risk of loss of all such Dispensing Equipment

(7) Cups.

Concessionaires will dispense all fountain Coca-Cola Products in Approved Cups. Concessionaires will purchase such cups from Coca-Cola at competitive prices, or from suppliers approved by The Coca-Cola Company to produce and distribute such cups, at such Concessionaire's sole discretion. Should any Concessionaire desire to purchase such cups from a supplier who is not licensed by The Coca-Cola Company to produce such cups, Coca-Cola shall use its reasonable efforts to assist such supplier to obtain the appropriate license(s) required to produce an Approved Cup from The Coca-Cola Company. Coca-Cola agrees that if any Concessionaire should desire to dispense Coca-Cola Products in specially produced commemorative cups, such cups shall be mutually designed and approved by Coca-Cola and LSU, and the trademarks of The Coca-Cola Company may not cover less than 33% of the cup's surface. Without LSU and Coca-Cola's express written approval no Approved Cup shall bear trade names or trademarks of any Person other than LSU and/or The Coca-Cola Company.

### **Other**

(1) All temporary (portable) concession stands that sell Coca-Cola Products and are operated by any Concessionaire will sell a reasonable range of Coca-Cola Products in bottles and cans.

(2) Coca-Cola will provide Concessionaires with an LSU co-branded Dasani water Product in .5L bottle packaging for use in athletic concessions. Concessionaires to offer such co-branded water Product at a reasonable number of locations and at a reduced retail price as a co-branded Dasani .5L water when compared to Dasani in 20 oz. packaging, based on the reduced pricing structure provided by Coca-Cola to Concessionaires.

**APPENDIX D  
HISTORICAL SALES**

		2013			2014			2015
Football:								
Game	1 Sept 7 UAB	\$ 630,264	Sept 6 Sam Houston State	\$ 554,326	Sept 5 - McNEESE STATE	\$ 709,741		
Game	2 Sept 14 Kent State	\$ 536,888	Sept 13 Louisiana-Monroe	\$ 539,115	Sept 19 - AUBURN	\$ 708,217		
Game	3 Sept 21 Auburn	\$ 450,055	Sept 20 Mississippi State	\$ 735,796	Oct 3 - EASTERN MICHIGAN	\$ 532,850		
Game	4 Oct 12 Florida	\$ 753,633	Sept 27 New Mexico State	\$ 529,332	Oct 10- SOUTH CAROLINA	\$ 275,325		
Game	5 Oct 26 Furman	\$ 446,275	Oct 18 Kentucky	\$ 625,391	Oct 17 - FLORIDA	\$ 731,821		
Game	6 Nov 23 Texas A&M	\$ 480,833	Oct 25 Ole Miss	\$ 756,466	Oct 24 - WESTERN KENTUCKY	\$ 316,000		
Game	7 Nov 30 Arkansas	\$ 505,410	Nov. 8 Alabama	\$ 773,237	Nov 14 - ARKANSAS	\$ 557,857		
Game	8				Nov. 28 - TEXAS A&M	\$ 557,000		
		<b>\$ 3,803,358</b>		<b>\$ 4,513,662</b>		<b>\$ 4,388,811</b>		
Mens Basketball		\$ 461,225		\$ 445,382		\$ 583,168		
Womens Basketball		\$ 6,256		\$ 51,077		\$ 48,006		
Gymnastics		\$ 144,884		\$ 136,252		\$ 143,231		
Baseball		\$ 1,305,201		\$ 1,255,060		\$ 1,577,122		
Softball		\$ 155,259		\$ 161,774		\$ 159,172		
Other Sports (Tennis, Track, Soccer)		\$ 63,151		\$ 68,551		\$ 53,071		
<b>GRAND TOTAL</b>		<b>\$ 5,939,334</b>		<b>\$ 6,631,758</b>		<b>\$ 6,952,581</b>		

**APPENDIX E  
HISTORICAL ATTENDANCE**

Football		2013
Date	Opponent	Attendance
9/7/2013	UAB	90,037
9/14/2013	Kent St	89,113
9/21/2013	Auburn	92,638
10/12/2013	Florida	92,980
10/26/2016	Furman	92,554
11/23/2016	Texas A&M	92,949
11/29/2016	Arkansas	89,656

Football		2014
Date	Opponent	Attendance
9/6/2014	Sam Houston St	100,338
9/13/2014	UL-Monroe	101,194
9/20/2014	Mississippi St	102,321
9/27/2014	New Mexico St	101,987
10/18/2014	Kentucky	101,581
10/25/2014	Ole Miss	102,321
11/8/2014	Alabama	102,321

Football		2015
Date	Opponent	Attendance
9/5/2015	McNeese St.	Canceled
9/19/2015	Auburn	102,321
10/3/2015	Eastern Michigan	102,321
10/17/2015	Florida	102,321
10/24/2015	Western Kentucky	101,561
11/8/2015	Arkansas	101,699
11/28/2015	Texas A&M	101,803

Men's Basketball (PMAC)		
TOTAL		142,567
AVERAGE		8,910

Men's Basketball (PMAC)		
TOTAL		131,295
AVERAGE		7,723

Men's Basketball (PMAC)		
TOTAL		183,453
AVERAGE		11,466

Women's Basketball (PMAC)		
TOTAL		43,835
AVERAGE		3,053

Women's Basketball (PMAC)		
TOTAL		23,625
AVERAGE		2,148

Women's Basketball (PMAC)		
TOTAL		32,654
AVERAGE		2,969

Gymnastics (PMAC)		
TOTAL		40,732
AVERAGE		5,819

Gymnastics (PMAC)		
TOTAL		55,248
AVERAGE		9,208

Gymnastics (PMAC)		
TOTAL		59,438
AVERAGE		9,906

Baseball (ALEX BOX STADIUM)		
TOTAL		378,493
AVERAGE		10,814

Baseball (ALEX BOX STADIUM)		
TOTAL		364,700
AVERAGE		10,726

Baseball (ALEX BOX STADIUM)		
TOTAL		370,767
AVERAGE		10,593

Softball (TIGER PARK)		
TOTAL		36,926
AVERAGE		1,477

Softball (TIGER PARK)		
TOTAL		55,701
AVERAGE		1,591

Softball (TIGER PARK)		
TOTAL		66,637
AVERAGE		1,851

**APPENDIX F  
CURRENT MENUS AND PRICING**

**Tiger Stadium  
Concessions Items and Pricing**

**Football - Tiger concessions**

Item	Price
Tiger Burger	\$ 6.00
Manda Sausage Poboy	\$ 6.50
All Beef Hot Dog	\$ 3.50
Nacho	\$ 4.50
Philly Nacho	\$ 10.00
Extra Cheese/ Chili	\$ 1.00
Bottomless Popcorn	\$ 8.00
Unsalted/ Salted Peanuts	\$ 4.00
Cajun Hot Nuts	\$ 5.00
M&M's	\$ 5.00
Peanut M&M's	\$ 5.00
Skittles	\$ 5.00
Jumbo Soft Pretzel	\$ 4.00
Frozen Lemonade	\$ 5.00
32oz Souvenir Fountain Soda	\$ 6.50
22 oz. Fountain Soda	\$ 4.00
Dasani water 16.9 oz.	\$ 3.00
Dasani Liter Water	\$ 5.50
20oz Bottled Soda	\$ 4.50
Kids Meal	\$ 7.00
Kid Soda - 16 oz.	\$ 3.00
Kid Popcorn	\$ 3.00

**Football - Subcontractors**

Item	Price
Jambalaya	\$ 9.00
Alligator Poboy	\$ 8.50
Crawfish pie	\$ 6.00
Fried Catfish Platter	\$ 12.00
Cotton Candy	\$ 5.00
Lg. Dippin Dots	\$ 8.00
Sm. Dippin Dots	\$ 6.00
Cookie Slice	\$ 6.00
Lg. Lemonade/ Tea	\$ 8.00
Sm. Lemonade/ Tea	\$ 5.50
Smash burger w/ Chips	\$ 8.00
Papa Johns Pizza 8"	\$ 8.00
Papa Johns Chicken Poppers	\$ 10.00
Lava Cantina Fiesta Dog	\$ 7.00
Brisket Nachos	\$ 10.00
Mexican Rice Jambalaya	\$ 9.00
Chicken Fajita Wrap	\$ 8.00
Rock n Pops	\$ 5.00
Sausage and Cheese Kolache	\$ 4.00
Bacon and Cheese Kolache	\$ 4.00
Boudin Kolache	\$ 4.50
Pulled Pork Sandwich	\$ 8.00
Jambalaya	\$ 7.50
Red bean and Rice	\$ 7.50
Boudin and Alligator Balls	\$ 7.00
Meat Pies	\$ 5.00
Ettouffe	\$ 7.50
Cheeseburger	\$ 6.00
Sausage Poboy	\$ 6.00
Foot long Hot Dog w/ Chili & Cheese	\$ 10.00
Kona Ice Snow Cone	\$ 5.00
Sm. Gelato	\$ 7.00
Md. Gelato	\$ 8.00
Lg. Gelato	\$ 9.00
Street Tacos	\$ 9.00
BBQ Chicken Quesadilla	\$ 6.00
Pork Nachos	\$ 10.00

**APPENDIX F  
CURRENT MENUS AND PRICING**

**PMAC  
LSU Concessions Items and Pricing**

**PMAC includes Men's Basketball, Women's Basketball, Gymnastics and Volleyball**

**PMAC - Tiger concessions**

Item	Price
Tiger Burger	\$ 6.00
Manda Sausage Poboy	\$ 6.50
All Beef Hot Dog	\$ 3.50
Nacho	\$ 4.50
French Fries	\$ 4.00
Chicken Tenders and Fries	\$ 10.00
Hamburger and Fries	\$ 9.00
Extra Cheese/ Chili	\$ 1.00
Bottomless Popcorn	\$ 8.00
Unsalted/ Salted Peanuts	\$ 4.00
Cajun Hot Nuts	\$ 5.00
M&M's	\$ 5.00
Peanut M&M's	\$ 5.00
Skittles	\$ 5.00
Jumbo Soft Pretzel	\$ 4.00
Frozen Lemonade	\$ 5.00
32oz Souvenir Fountain Soda	\$ 6.50
22 oz. Fountain Soda	\$ 4.00
Dasani water 16.9 oz.	\$ 3.00
Dasani Liter Water	\$ 5.50
20oz Bottled Soda	\$ 4.50
Kids Meal	\$ 7.00
Kid Soda - 16 oz.	\$ 3.00
Kid Popcorn	\$ 3.00
16 oz. souvenir soda - Gymnastics	\$ 5.00

**PMAC - Subcontractors**

Item	Price
Chili/Cheese hot Dog	\$ 6.00
Chicken & Sausage Jambalaya	\$ 9.00
Crawfish Pie	\$ 9.00
Lg. Dippin Dots	\$ 8.00
Sm. Dippin Dots	\$ 6.00
Cookie Slice	\$ 6.00
Cotton Candy	\$ 6.00

**APPENDIX F  
CURRENT MENUS AND PRICING**

Alex Box  
LSU Concessions Items and Pricing

**Baseball - Tiger concessions**

Item	Price
Tiger Burger	\$ 6.00
Manda Sausage Poboy	\$ 6.50
All Beef Hot Dog	\$ 3.50
Nacho	\$ 4.50
French Fries	\$ 4.00
Chicken Tenders and Fries	\$ 10.00
Corn Dog	\$ 6.00
Hamburger and Fries	\$ 9.00
Extra Cheese/ Chili	\$ 1.00
Bottomless Popcorn	\$ 8.00
Unsalted/ Salted Peanuts	\$ 4.00
Cajun Hot Nuts	\$ 5.00
M&M's	\$ 5.00
Peanut M&M's	\$ 5.00
Skittles	\$ 5.00
Jumbo Soft Pretzel	\$ 4.00
Frozen Lemonade	\$ 5.50
32oz Souvenir Fountain Soda	\$ 6.50
22 oz. Fountain Soda	\$ 4.00
Dasani water 16.9 oz.	\$ 3.00
Dasani Liter Water	\$ 5.50
20oz Bottled Soda	\$ 4.50
Hot chocolate	\$ 4.00
Kids Meal	\$ 7.00
Kid Soda - 16 oz.	\$ 3.00
Kid Popcorn	\$ 3.00
Sunflower seeds	\$ 2.50

**Baseball - Subcontractors**

Item	Price
Chili/Cheese hot Dog	\$ 6.00
Chicken & Sausage Jambalaya	\$ 9.00
Crawfish Pie	\$ 9.00
Lg. Dippin Dots	\$ 8.00
Sm. Dippin Dots	\$ 6.00
Cookie Slice	\$ 6.00
Cotton Candy	\$ 6.00
Lg. Lemonade/ Tea	\$ 8.00
Sm. Lemonade/ Tea	\$ 5.50
Kona Ice Snow ball	\$ 5.00

**APPENDIX F  
CURRENT MENUS AND PRICING**

**Tiger Park  
LSU Concessions Items and Pricing**

**Softball - Tiger concessions**

Item	Price
Tiger Burger	\$ 6.00
Manda Sausage Poboy	\$ 6.50
All Beef Hot Dog	\$ 3.50
Nacho	\$ 4.50
Extra Cheese/ Chili	\$ 1.00
Bottomless Popcorn	\$ 8.00
Unsalted/ Salted Peanuts	\$ 4.00
Cajun Hot Nuts	\$ 5.00
M&M's	\$ 5.00
Peanut M&M's	\$ 5.00
Skittles	\$ 5.00
Jumbo Soft Pretzel	\$ 4.00
Frozen Lemonade	\$ 5.50
32oz Souvenir Fountain Soda	\$ 6.50
22 oz. Fountain Soda	\$ 4.00
Dasani water 16.9 oz.	\$ 3.00
Dasani Liter Water	\$ 5.50
20oz Bottled Soda	\$ 4.50
Kids Meal	\$ 7.00
Kid Soda - 16 oz.	\$ 3.00
Kid Popcorn	\$ 3.00
Sunflower seeds	\$ 2.50

**Softball - Subcontractors**

Item	Price
Crawfish Pie	\$ 9.00
Lg. Dippin Dots	\$ 8.00
Sm. Dippin Dots	\$ 6.00
Lg. Lemonade/ Tea	\$ 8.00
Sm. Lemonade/ Tea	\$ 5.50

**APPENDIX F  
CURRENT MENUS AND PRICING**

**Soccer Stadium  
LSU Concessions Items and Pricing**

**Soccer - Tiger concessions**

Item	Price
Tiger Burger	\$ 6.00
Manda Sausage Poboy	\$ 6.50
All Beef Hot Dog	\$ 3.50
Nacho	\$ 4.50
Extra Cheese/ Chili	\$ 1.00
Unsalted/ Salted Peanuts	\$ 4.00
M&M's	\$ 5.00
Peanut M&M's	\$ 5.00
Skittles	\$ 5.00
Jumbo Soft Pretzel	\$ 4.00
Frozen Lemonade	\$ 5.50
32oz Souvenir Fountain Soda	\$ 6.50
22 oz. Fountain Soda	\$ 4.00
Dasani water 16.9 oz.	\$ 3.00
Dasani Liter Water	\$ 5.50
20oz Bottled Soda	\$ 4.50
Kids Meal	\$ 7.00
Kid Soda - 16 oz.	\$ 3.00
Kid Popcorn	\$ 3.00

**APPENDIX F  
CURRENT MENUS AND PRICING**

**Bernie Moore Track Stadium  
LSU Concessions Items and Pricing**

**Track - Tiger concessions**

Item	Price
Tiger Burger	\$ 6.00
All Beef Hot Dog	\$ 3.50
Nacho	\$ 4.50
Extra Cheese/ Chili	\$ 1.00
M&M's	\$ 5.00
Peanut M&M's	\$ 5.00
Skittles	\$ 5.00
Frozen Lemonade	\$ 5.50
32oz Souvenir Fountain Soda	\$ 6.50
22 oz. Fountain Soda	\$ 4.00
Dasani water 16.9 oz.	\$ 3.00
Dasani Liter Water	\$ 5.50

**APPENDIX F  
CURRENT MENUS AND PRICING**

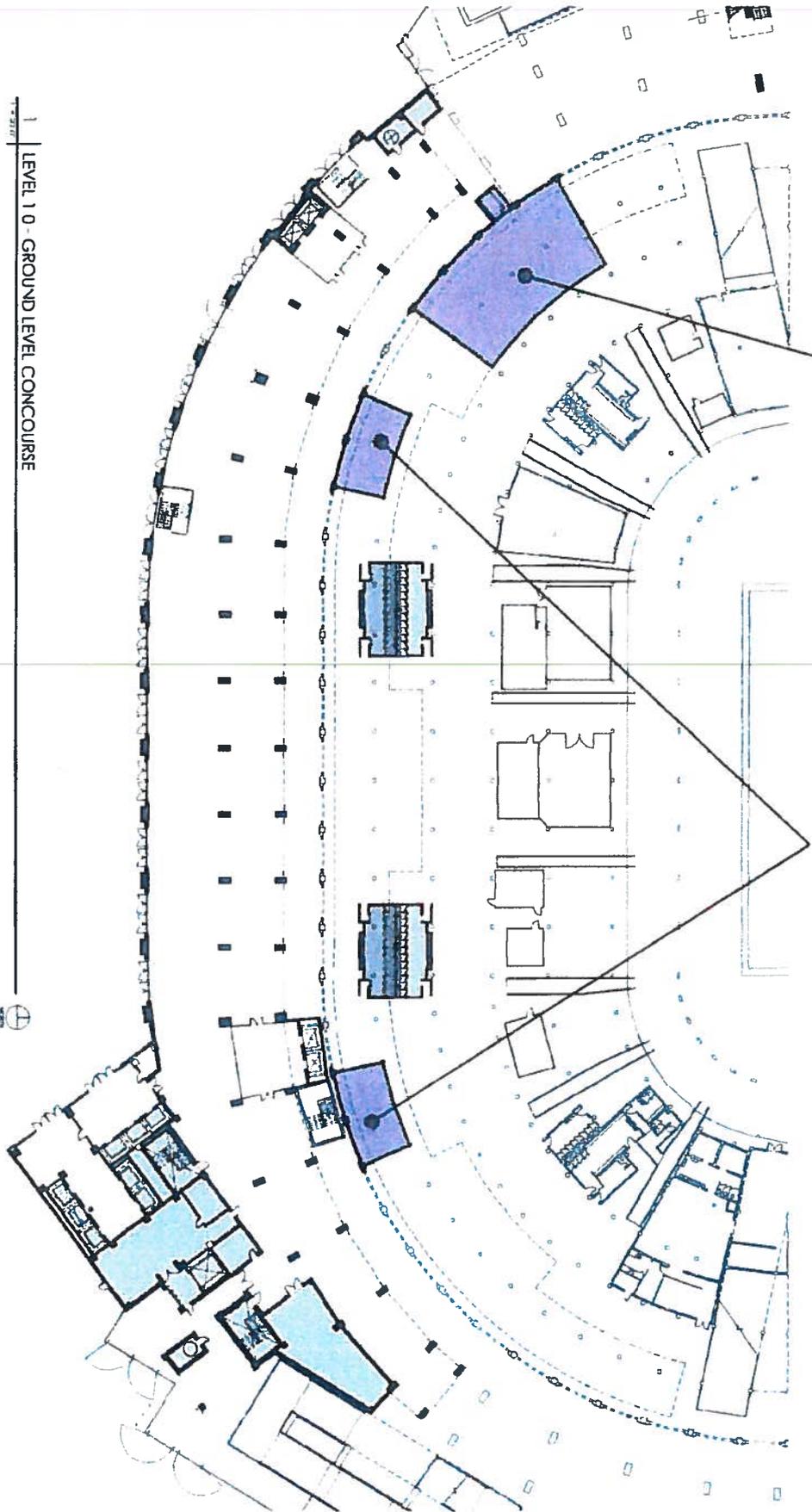
**Tennis Stadium  
LSU Concessions Items and Pricing**

**Tennis - Tiger concessions**

Item	Price
Hot Dog	\$ 3.50
Nacho	\$ 4.50
32oz Souvenir Fountain Soda	\$ 6.50
22 oz. Fountain Soda	\$ 4.00
Dasani water 16.9 oz.	\$ 3.00
Dasani Liter Water	\$ 5.50

Appendix G: Proposed Construction in Tiger Stadium

TIGER STADIUM  
SOUTH ENDZONE BUILD-OUT & MULTI-USE AREA



PROPOSED  
KITCHEN LOCATION  
(3500 SF)

PROPOSED  
CONCESSION LOCATIONS  
(800 SF EACH)

## EXHIBIT 1

### AGREEMENT FOR SERVICES

This Agreement ("Agreement") is made and entered into by and between **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE** (hereinafter referred to as "LSU" or "University"), a public constitutional corporation organized and existing under the laws of the State of Louisiana and **Supplier Name, Address including Zip Code** (hereinafter referred to as "Supplier").

#### ARTICLE I TERM

1.0 The term of this Agreement shall be for ten (10) years, commencing on Begin date and ending on End date. This Agreement may be extended for two (2) additional five (5) years terms for a total of up to twenty (20) year agreement, subject to the mutual Agreement of LSU and Supplier.

#### ARTICLE II SCOPE OF SERVICES

2.0 The Supplier is to provide LSU the following services at LSU at the locations listed below in Baton Rouge, Louisiana: provide Concessions for all scheduled intercollegiate Athletic Events at the LSU Athletic Facilities listed below. The Concessionaire is not the exclusive caterer for events held at Athletic Facilities. The Concessionaire may have the opportunity to cater tailgate parties, recruiting events, etc., that occur at Athletic Facilities, but the Concessionaire does not have exclusivity over these catering services.

The Concessionaire must collaborate with the LSU Athletic Department to determine mutually agreed-upon areas of the campus that will serve as satellite locations on football game days. Respondent shall provide Concessions at the Athletic Facilities listed below (additional detail is included in Appendix A):

- Alex Box Stadium
- Bernie Moore Track Stadium
- Carl Maddox Field House
- LSU Soccer Stadium
- LSU Softball Stadium (Tiger Park)
- LSU Tennis Complex
- Pete Maravich Assembly Center (PMAC)
- Tiger Stadium
- LSU Beach Volleyball Facility (Future Site)

#### ARTICLE III SUPPLIER OBLIGATIONS

3.0 Supplier agrees to provide the following at a minimum:

3.1 Supplier will furnish the University with all requested daily/weekly/monthly/annual reports to transactions, sales, etc. and other pertinent information as requested. Monthly financial reports, as required by the University, will be delivered electronically to the University on or before an agreed upon date of the following monthly accounting period.

3.1.1. Concessionaire shall submit an operating budget via an approved format for University approval four months prior to the beginning of each Agreement Year, for every year during the term of the Agreement.

3.1.2. Concessionaire shall provide the University with a sales report within 72 hours following each home football game. For all other sporting events, Concessionaire shall provide the University a monthly sales report within five (5) days following the end of a month. The monthly sales report must detail each sport's sales and not just the sales for the venue.

3.1.3. Concessionaire shall provide to the University, in a format directed by the University, a written summary of each sports season within one (1) month following the completion of a season.

3.1.4. Concessionaire and the University shall inventory all Equipment, Leasehold Improvements, uniforms and Smallwares on an annual basis to determine what replacements and repairs are required, and to adjust the asset schedule accordingly.

3.1.5. Concessionaire must participate in any quarterly, semi-annual, or annual reviews that are requested by the University. The University will provide at least a 30 days' notice for quarterly, semi-annual, or annual review.

3.1.6. Concessionaire will provide performance reports as agreed upon with the University to monitor customer satisfaction and other priority areas. The customer satisfaction surveying outlined in Section 7.3.13 of the Solicitation for Offer will occur throughout a fiscal year with reports coming before the end of the same fiscal year.

3.1.7 Supplier shall be required to provide all management and other personnel necessary for performance of its rights and obligations under the Agreement at its own expense and at no cost to the University. Employment conditions governing Supplier employees shall be as determined by Supplier.

3.1.8 Supplier must conduct and possess a current background check on all employees, whether full or part-time. A deficiency shall result if an employee of the Supplier cannot produce a background check for the employee or the employee does not pass a background check. This may result in the removal of the employee from LSU.

3.1.9 Requests by Supplier for initial prices or to increase or decrease retail prices for food and beverages offered by the Supplier must be made to the University at specified dates to be established for each Athletic Venue. Initial price requests must be sent to the University at least thirty (30) days prior to the start of a sports season.

3.1.10 Supplier shall provide and maintain without cost to the University all equipment, Leasehold Improvements, Smallwares, and uniforms responsibly necessary to conduct the Foodservice operations. The equipment, Leasehold Improvements and uniforms shall be mutually agreed upon by the University and Supplier.

3.1.11 Supplier shall provide trash receptacles within the assigned areas. Supplier shall deposit in receptacles all waste, garbage and refuse which shall accumulate in the

assigned areas and shall keep the stands, kitchens, dining rooms, store rooms, and other areas and space allotted to it in good, clean and sanitary condition.

#### **ARTICLE IV UNIVERSITY OBLIGATIONS**

4.0 University agrees to provide the following at a minimum:

4.1 The University shall provide trash receptacles in the public areas of the facilities and the areas outside of the facilities. The removal of the dumpster and recyclables from the facilities shall be arranged and paid for by the University. Grease removal will be arranged for and/or provided by the University.

4.1.2 The University will provide oversight to the routine inspection and maintenance of all spaces occupied by the Supplier. The University shall have access to all spaces occupied by the Supplier.

4.1.3 The University shall furnish all existing electricity, water and drainage service as required for Concessionaire's operation without cost to the Concessionaire. The University shall not be liable for spoilage of foods as the result of a power interruption, leakage, or other mechanical or utility failure.

4.1.4 The University has the right to hire an independent 3<sup>rd</sup> party to conduct customer satisfaction surveys. The University will collaborate with the Supplier to determine a mutually agreeable survey format.

4.1.5 The University will provide at least a 30 days' notice for quarterly, semi-annual, or annual business reviews

4.1.6 The University will act as the agent for Concessionaire in collecting sales proceeds from the use of Tiger Cards for purchases.

4.1.7 University will approve all plans and specifications for additions, alterations, and improvements prior to installation of any work, and all such work will be performed to the approval of the University's Office of Facility Services.

4.1.8 University will provide Campus mail services, under policies and rules governing its use as provided for in PS-91 (<http://sites01.lsu.edu/wp/policiesprocedures/policies-and-procedures/>).

4.1.9 University will conduct all operation meetings leading up to an event. For home football games, meetings are usually held on the Thursday morning before the game. For other sports, operational meetings are not consistently held for each home event.

## **ARTICLE V** **TERMINATION**

### 5.0 TERMINATION

5.1 **TERMINATION FOR CAUSE:** The University may terminate this Agreement for cause based upon the failure of Supplier to comply with the terms and/or conditions of the Agreement provided that the University shall give the Supplier written notice specifying the Supplier's failure. If within thirty (30) days after receipt of such notice, the Supplier shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Supplier in default and the Agreement shall terminate on the date specified in such notice.

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

5.2 **TERMINATION FOR CONVENIENCE:** The University may terminate this Agreement at any time by giving thirty (30) days written notice to Supplier of such termination or negotiating with the Supplier an effective date.

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## **ARTICLE VI** **INDEMNIFICATIONS**

### 6.0 INDEMNIFICATIONS

6.1 Supplier shall defend, indemnify, and hold harmless LSU, LSU and its members, officers, employees and agents (collectively, "LSU Parties") from and against all suits, actions, claims, judgments, damages, losses or other liabilities, and all cost and expenses, including without limitation reasonable attorney fees, ("Claims") incurred by LSU Parties in connection therewith, arising out of or relating to Supplier's: (i) breach of any material term of this Agreement; or (ii) acts or omissions of Supplier, or those of its employees and/or agents. Supplier shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, LSU Parties shall cooperate fully with and assist Supplier in all respects in connection with any such defense, and no LSU Party shall enter into a settlement of such Claim or admit liability or fault on the part of Supplier without Supplier's prior written approval.

6.2 LSU shall defend, indemnify and hold harmless Supplier, its directors, officers, employees, agents and assigns, from and against all Claims incurred by Supplier in connection therewith, arising out of or relating to the gross negligence or willful misconduct of any LSU Party. Supplier shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, Supplier shall cooperate fully with and assist LSU in all respects in connection with any such defense, and Supplier shall not enter into a settlement of such Claim or admit liability or fault on the part of LSU without LSU's prior written approval.

**ARTICLE VII**  
**NOTICES**

7.0 All notices, statements and payments provided for herein shall be in writing and deemed given if given in person or sent postage paid via registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service, including without limitation courier delivery, all fees prepaid, to the parties at the addresses given below or such other addresses as either party may designate to the other, and shall be deemed to have been given at the time it is sent addressed to the parties as set forth below:

If to LSU:

Sally McKechnie  
Assistant Vice President for Procurement & Property Management  
Louisiana State University and Agricultural & Mechanical College  
Office of Procurement  
213 Thomas Boyd Hall  
Baton Rouge, Louisiana 70803  
Telephone: 225-578-2176  
Fax: 225-578-2292

With copy to:

Michele Montero  
Associate Director of Procurement  
Office of Procurement  
213 Thomas Boyd Hall  
Baton Rouge, Louisiana 70803  
Telephone: 225-578-2035  
Fax: 225-578-2292  
Email: [mmontero@lsu.edu](mailto:mmontero@lsu.edu)

With copy to:

Department Contact  
Title  
LSU Department  
Dept. Address  
Baton Rouge, Louisiana 70803  
Telephone: 225-578-XXXX  
Email: [name@lsu.edu](mailto:name@lsu.edu)

If to Supplier:

Contact Name  
Supplier  
Address  
City, State Zip Code  
Telephone: XXX-XXX-XXXX  
Fax: XXX-XXX-XXXX  
Email: [name@company.com](mailto:name@company.com)

7.1 The University shall appoint a Project Manager for this Agreement who will provide oversight of the activities conducted hereunder. The Project Manager for this agreement is identified below. Notwithstanding the Supplier's responsibility for total management during the performance of this Agreement, the assigned University Project Manager shall be the principal point of contact on behalf of the University and will be the principal point of contact for Supplier concerning Supplier's performance under this Agreement.

Project Manager: Department Contact  
Title  
Telephone: 225-578-XXXX  
Email: [name@lsu.edu](mailto:name@lsu.edu)

#### **ARTICLE VIII RELATIONSHIP OF PARTIES**

8.0 Nothing contained in this Agreement shall be construed as establishing an employer/employee, partnership, joint venture or agency relationship between Supplier and LSU. Further, this Agreement is not a lease nor is it the procurement of services from Supplier by LSU. Under the terms of this Agreement, Supplier is considered as independent Supplier.

#### **ARTICLE IX ASSIGNMENT**

9.0 Supplier shall not assign this Agreement or any portion thereof, or any interest therein, shall not be assigned, transferred, conveyed, sublet or disposed of without receiving prior written consent of the University. All Agreements and stipulations herein contained and all obligations assumed in the Agreement shall be binding upon the heirs, successor and assigns of the parties thereto.

This provision shall not be construed to prohibit the supplier from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University.

#### **ARTICLE X WAIVER**

10.0 Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by the written consent of both parties.

#### **ARTICLE XI TAXES**

11.0 Any taxes, other than State and local sales and use taxes from which the University is exempt, shall be assumed to be included within the total cost shown in Article IV Payment Terms.

#### **ARTICLE XII DISCRIMINATION CLAUSE**

12.0 The Supplier 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 supplier agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Supplier agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Supplier, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

### **ARTICLE XIII AUDIT PROVISIONS**

13.0 The State Legislative auditor, federal auditors and internal auditors of the State, or others so designed by the State or University, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

13.1 Concessionaire will establish adequate internal controls and determine at such frequent intervals as may be necessary that the controls are maintained. The Concessionaire will provide to the University annual financial statements audited by a Certified Professional Accountant. Such audited financial statements shall specify as to whether amounts owed to University have been paid. The University reserves the right to have its representative, including the State Legislature Auditor, audit the Concessionaire's books, records, and other such financial documents or desired information pertaining to the Concessionaire's Agreement with the University. The Concessionaire shall provide all financial and other data according to the University's fiscal year. The University is on a monthly business cycle with a fiscal year beginning July 1 and ending on June 30.

13.2 Concessionaire shall maintain all accounting records at the on-site office in a format approved by the University. True and accurate accounting records shall be available for audit by the University at any time throughout the term of the Agreement at the on-site office and kept for a period of at least five (5) years following the end of each Agreement year.

### **ARTICLE XIV GOVERNING LAW**

14.0 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

### **ARTICLE XV AMENDMENTS**

15.0 All amendments or modifications to this Agreement must be in writing and signed by an authorized representative of each party hereto. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

## **ARTICLE XVI** **INSURANCE**

16.0 Supplier shall procure 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 Suppliers, agents, representatives, or employees.

### **Worker's Compensation**

Worker's Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana, statutory limits. Employers Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. Such insurance shall include a Waiver of Subrogation in favor of the **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**.

### **Commercial General Liability (CGL)**

Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$10,000,000 per occurrence and \$10,000,000 aggregate limit. Such insurance shall include a Waiver of Subrogation in favor of the **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**.

### **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$5,000,000. ISO form number CA 00 01, 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.

### **Cyber Liability**

Cyber Liability coverage including third party liability coverage for privacy breach and including coverage for notification and assistance as provided by Louisiana law shall be included with a minimum limit of \$2,000,000.

### **Liquor Liability**

If the Supplier intends to sell alcohol then the Supplier prior to it's sell must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol in an amount not less then \$5,000,000.

### **Excess Insurance**

Excess Umbrella insurance may be used to meet the minimum requirements for liability insurance. If used, such insurance shall include a Waiver of Subrogation in favor of the **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**.

If the Supplier maintains higher limits than the minimums shown above, the University requires and shall be entitled to coverage for the higher limits maintained by the Supplier. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the University.

**Other Insurance Requirements:** The policies are to contain, or be endorsed to contain, the following provisions:

### **Additional Insured Status**

**Board of Supervisors of Louisiana State University and Agricultural & Mechanical College**, the State of Louisiana and their employees, officers, directors, and volunteers **are to be named as Additional Insureds for both ongoing and completed operations** on the Commercial General Liability policy, Auto Liability, Liquor Liability, and any umbrella or excess liability policies. General liability coverage can be provided in the form of an endorsement to the Supplier's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

### **Primary Coverage**

For any claims related to this Agreement, the **Supplier's insurance coverage shall be primary** insurance as respects to the **Board of Supervisors of Louisiana State University and Agricultural & Mechanical College**, the State of Louisiana and their employees, officers, directors, and volunteers (collectively "University"). Any insurance or self-insurance maintained by the University shall be excess of the Supplier's insurance and shall not contribute with it.

### **Subcontractors**

Supplier 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 University reserves the right to request copies of Subcontractor's Certificates at any time.

### **Notice of Cancellation**

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the University in accordance with policy provisions.

### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the University. The University may require the Supplier to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Except for a Supplier whose capital stock is publicly traded on an exchange regulated by the United States Securities and Exchange Commission, University shall have the right to examine the books and records of Supplier (including any excess, stop loss or reinsurance policies or agreements) to determine whether University is agreeable to the proposed self-insurance arrangement. Execution of the Agreement or any Amendment(s) thereto by University does not constitute written approval of any proposed self-insurance arrangement. If at any time during the term of the Agreement, it should appear to University that Supplier's financial position has deteriorated to the extent that Supplier's financial ability to pay or fund the deductible or self-insured retention under the previously approved self-insurance arrangement is doubtful, University shall have the right to withdraw its prior approval of the self-insurance arrangement, and require Supplier to furnish "first dollar" liability insurance coverage. All carriers Supplier proposes to use to provide coverage in excess of the liability deductible or self-insured retention shall meet the requirements of this Section. This Section shall not apply to a self-insurance arrangement in which all the applicable self-insured retention is fully insured as to third parties on a "first dollar" basis (via the use of "fronting" policies, or otherwise), provided the carrier providing such fronting coverage or other first dollar liability coverage meets the requirements of this Section.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise acceptable to the University.

### **Verification of Coverage**

Supplier shall furnish the University with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the University before work

commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Supplier's obligation to provide them. The University reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Failure to provide and maintain the required insurance coverage throughout the term of the Agreement shall be a material breach of the Agreement, and shall entitle University to all remedies provided for in the Agreement, any Amendment(s) thereto, or by operation of law.

### **Special Risks or Circumstances**

LSU reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **16.1 Insurance for Construction Projects and Improvements**

If at any point during the duration of the Supplier undertakes any construction projects or improvements upon the University premises, Supplier shall maintain or require its Contractor(s) to maintain the following insurance:

### **Property Insurance**

Property Insurance shall be for all risk (including flood, wind, and earthquake) and provide coverage for; all improvements constructed for or on behalf of Lessee in the premises; all personal property, including removable trade fixtures located in the premises; all inventory; and business interruption for a period of not less than 12 months. Such insurance shall be primary and include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

### **Workers' Compensation**

Workers' Compensation insurance shall be in compliance with the Workers' Compensation law of the State of Louisiana, statutory limits. Employer's Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. Such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

### **Commercial General Liability (CGL)**

Commercial General Liability Insurance shall be on an Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate limit. Furthermore, such insurance shall include limits for damage to rented premises not less than \$500,000 and medical payments not less than \$5,000. Such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

### **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01, 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. The employee vs employee exclusion shall be deleted. Symbol 1 is preferred, but if no vehicles are owned is not required. Such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

### **Builder's Risk Insurance**

Supplier or Contractor shall provide an "All Risk" builder's risk insurance policy, including but not limited to fire and extended coverage insurance including wind, flood, earthquake, collapse, vandalism, malicious mischief, and theft including theft of materials whether or not attached to any structure, for not less than one hundred percent (100%) of the full replacement value of the Work, the Property, all buildings and improvements located on the Property and the Building, to protect against any damage or loss during the Work. The coverage shall include the architect's and engineer's fees to provide plans, specifications and supervision of Work for the repair and/or replacement of property damage following a loss during construction. This policy shall be taken out prior to commencement of construction and maintained in force until such time as Supplier accepts and takes possession of the Work. Written evidence of such insurance shall be provided to the LSU Representative prior to commencement of any Work.

### **Architect's Design, Errors and Omissions**

If architect services are provided, supplier shall provide the LSU Representative with evidence that the Architect has procured architect's design, errors and omissions insurance coverage for the Work in an amount not less than one hundred (100%) percent of the value of the Work, and that such insurance coverage shall be in place for at least ten (10) years following completion of the work.

If the Supplier or contractor maintains higher limits than the minimums shown above, the University requires and shall be entitled to coverage for the higher limits maintained by the Supplier. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the University.

### **Other Insurance Requirements**

Supplier shall carry or require any and all Contractor(s) to maintain the insurance coverage required above, including all requirements stated in the "Other Insurance Requirements" in section 16.0. Supplier shall be responsible for verifying each Contractor's compliance with the insurance requirements in this section and the "Other Insurance Requirements" in 16.0 above. Supplier shall also maintain the Certificates provided by each Contractor. The University reserves the right to request copies of Contractor's Certificates and endorsements.

## **ARTICLE XVII PAYMENT TERMS**

17.0 The University will receive a gross receipts commission and guaranteed minimum financial payments.

17.1 Supplier shall pay the University the percentage of Gross Receipts for each month's Gross Sales on or before the eighteenth (18) day of the month following the last day of the month in which the Gross Sales were earned. Payments will be made electronically through wire transfer and a detailed monthly statement will be emailed concurrently.

17.2 Supplier will furnish the University with all requested daily/weekly/monthly/annual reports to transactions, sales, etc. and other pertinent information as requested. Monthly financial reports, as required by the University, will be delivered electronically to the University on or before an agreed upon date of the following monthly accounting period.

## **ARTICLE XVIII**

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**ORDER OF PRECEDENCE AND ENTIRE AGREEMENT**

18.0 Agreement, (together with the Attachments and any exhibits specifically incorporated herein by reference) constitutes the entire Contract between the parties with respect to the subject matter.

This Agreement, suppliers Best and Final Response to SFO # 0000000113; Suppliers Response and Suppliers other submissions, represent the entire agreement between the parties and supersedes any and all prior agreements. In the event any conflict between the documents which constitute this Agreement should arise, the following order of precedence shall apply:

- (a) This Agreement;
- (b) University's SFO - 0000000113, dated November 15, 2016;
- (c) Suppliers Best and Final Response to SFO;
- (d) Suppliers Response to SFO and other submissions.

---

(The rest of this page intentionally blank)

THIS DONE AND SIGNED by LSU in triplicate originals as of the \_\_\_\_\_ day of \_\_\_\_\_, 201X, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES as to LSU:

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Sally McKechnie, Assistant Vice President  
for Procurement & Property Management

THIS DONE AND SIGNED by Successful Supplier in triplicate originals as of the \_\_\_\_\_ day of \_\_\_\_\_, 201X, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES as to Successful Supplier:

Successful Supplier

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**EXHIBIT 2**

**SAMPLE BOARD RESOLUTION OR SIGNATURE AUTHORITY**

STATE OF \_\_\_\_\_  
COUNTY/PARISH OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at a meeting of the Board of Directors of \_\_\_\_\_, a corporation, held in the City of \_\_\_\_\_, State of \_\_\_\_\_, with a quorum of the directors present, the following business was conducted:

It was duly moved and seconded that the following resolution be adopted:

“BE IT RESOLVED that the Board of Directors of the above referenced Corporation do hereby authorize (Name and Title) \_\_\_\_\_

\_\_\_\_\_ and his/her successors in office to negotiate, on terms and conditions that he/she may deem advisable, a contract or contracts with the Louisiana State University and Agricultural and Mechanical College, with the effective date of \_\_\_\_\_, and to execute said documents on behalf of the corporation, and further, we do hereby give him/her the power and authority to do all things necessary to implement, maintain, amend or renew said document.”

The above resolution was passed by a majority of those present and voting in accordance with the Bylaws and Articles of Incorporation.

I certify that the above foregoing constitutes a true and correct copy of a part of the minutes of a meeting of the Board of Directors of \_\_\_\_\_

HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Secretary

# EXHIBIT 3 - OFFER COVER SHEET

SOLICITATION NUMBER SFO - 0000000113

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Solicitation for Offers (SFO), including attachments.

**OFFICIAL CONTACT.** The University requires that the Respondent 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:

Date: \_\_\_\_\_ Official Contact Name (Print): \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (\_\_\_\_\_) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

D. Telephone Number: (\_\_\_\_) \_\_\_\_\_

Respondent certifies that the above information is true and grants permission to the University to contact the above named person or otherwise verify the information that has been provided.

By its submission of this Offer and authorized signature below, Respondent certifies that:

- (1) The information contained in its response to this SFO is accurate;
- (2) Respondent complies with each of the mandatory requirements listed in the SFO and will meet or exceed the functional, technical and financial requirements specified therein;
- (3) Respondent accepts the procedures, evaluation criteria, Agreement terms and conditions, and all other administrative requirements set forth in this SFO;
- (4) Respondent's offer will be considered valid until contract is finalized;
- (5) Having carefully examined the information, specifications, term and conditions, etc., contained in or attached to Solicitation for Offers entitled "Management of Concession Services LSU Athletic Venues and Events", the undersigned submits the attached Offer for the University's consideration.

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Official Company Name: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**SIGNATURE of Respondent's Authorized Representative:** \_\_\_\_\_

(Signature **MUST** be **HAND SIGNED**)

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

**Failure to sign this Offer Form will result in the disqualification of the Offer.**

**Exhibit 4: FINANCIAL PROPOSAL**

	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
Capital Investment										
Amortization Term of Capital Investment (yrs)										
Guaranteed Minimum Financial Payment										
Commission Structure:**										
Commission rates at all athletic venues	\$0 to \$2,000,000	%	%	%	%	%	%	%	%	%
	\$2,000,001 to \$3,000,000	%	%	%	%	%	%	%	%	%
	\$3,000,001 to \$4,000,000	%	%	%	%	%	%	%	%	%
	\$4,000,001 to \$5,000,000	%	%	%	%	%	%	%	%	%
	Greater than \$5,000,000	%	%	%	%	%	%	%	%	%
Commission rates at all athletic venues - Subcontractor	\$0 to \$1,000,000	%	%	%	%	%	%	%	%	%
	\$1,000,001 to \$2,000,000	%	%	%	%	%	%	%	%	%
	Greater than \$2,000,000	%	%	%	%	%	%	%	%	%
Commission Structure (by venues):***										
Commission rates at Tiger Stadium	\$0 to \$1,000,000	%	%	%	%	%	%	%	%	%
	\$1,000,001 to \$2,000,000	%	%	%	%	%	%	%	%	%
	\$2,000,001 to \$3,000,000	%	%	%	%	%	%	%	%	%
	Greater than \$3,000,000	%	%	%	%	%	%	%	%	%
Commission rates at Tiger Stadium - Subcontractor	\$0 to \$1,000,000	%	%	%	%	%	%	%	%	%
	Greater than \$1,000,000	%	%	%	%	%	%	%	%	%
Commission rates at PMAC	\$0 to \$500,000	%	%	%	%	%	%	%	%	%
	Greater than \$500,000	%	%	%	%	%	%	%	%	%
Commission rates at PMAC - Subcontractor	\$0 to \$250,000	%	%	%	%	%	%	%	%	%
	Greater than \$250,000	%	%	%	%	%	%	%	%	%
Commission rates at Alex Box	\$0 to \$1,000,000	%	%	%	%	%	%	%	%	%
	Greater than \$1,000,000	%	%	%	%	%	%	%	%	%
Commission rates at Alex Box - Subcontractor	\$0 to \$500,000	%	%	%	%	%	%	%	%	%
	Greater than \$500,000	%	%	%	%	%	%	%	%	%
Commission rates at other athletic venues	\$0 to \$500,000	%	%	%	%	%	%	%	%	%
	Greater than \$500,000	%	%	%	%	%	%	%	%	%
Commission rates at other athletic venues - Subcontractor	\$0 to \$200,000	%	%	%	%	%	%	%	%	%
	Greater than \$200,000	%	%	%	%	%	%	%	%	%

\*\* Respondent must include a commission structure that encompasses sales for all athletic venues. Failure to complete this section will result in your proposal being scored a zero on Financial portion

\*\*\* Respondent may also include a commission structure that is based on individual athletic venues. The Athletics Department is open to adopting this commission structure.

NOTE: All commission rates must be a minimum of 45%; FAILURE TO SUBMIT AT LEAST THE MINIMUM COMMISSION PERCENTAGE WILL RESULT IN A "0" IN THE COMMISSION OF GROSS RECEIPTS.

NOTE: All subcontractor commission rates should be a minimum of 50%

NOTE: A sealed pricing model will be used to determine the financial score

EXHIBIT 5

Veterans/Hudson Initiative Verification Form

The following section must be completed in order for any of the possible evaluation points to be awarded. All supporting documentation (per instructions located in Sections 4.6 & 5.6) must be submitted with the proposal clearly labeled within this section. Failure to submit this form for verification of Veterans/Hudson certification will result in no points awarded.

1. Proposer is a certified small entrepreneurship. **YES** **NO**

If yes, provide Certificate Number and any supporting documentation:

Certification Number: \_\_\_\_\_

2. Proposer is not a certified small entrepreneurship but has already actually engaged one or more certified small entrepreneurships to participate as subcontractors or distributors.  
**YES** **NO**

If yes, then list the certified entrepreneurships below and provide clearly labeled supporting documentation:

a. Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_

b. Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_

c. Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_

d. Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_

e. Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_

3. Proposer made “good faith” efforts to subcontract with certified small entrepreneurs.  
YES            NO

If yes, then supporting documentation must be clearly labeled and attached.

a. Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Certification Number: \_\_\_\_\_

b. Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Certification Number: \_\_\_\_\_