

NICHOLLS STATE UNIVERSITY
(A Member of the University of Louisiana System)
REQUEST FOR PROPOSAL
TO LEASE FOOD SERVICE FACILITIES
FOR THE OPERATION OF DINING SERVICES ON THE
UNIVERSITY CAMPUS

RFP Number RFP-SB01876

ISSUING AGENCY: NICHOLLS STATE UNIVERSITY
PURCHASING DEPARTMENT
106 ELKINS HALL
THIBODAUX, LA 70310

DIRECTOR OF PURCHASING: Terry G. Dupre
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CONTRACT COORDINATOR: Margo O. Badeaux
Executive Director of Auxiliary Services

RFP RELEASE DATE: SEPTEMBER 21, 2023

**MANDATORY PRE-PROPOSER
CONFERENCE DATE:** OCTOBER 04, 2023

**MANDATORY PRE-PROPOSER
CONFERENCE TIME:** 1:30 PM CENTRAL STANDARD TIME

CONFERENCE LOCATION: BOLLINGER MEMORIAL STUDENT UNION
ROOM 130 BOLLINGER SUITE

PROPOSER INQUIRY DEADLINE DATE: OCTOBER 19, 2023

PROPOSER INQUIRY DEADLINE TIME: 4:30 PM CENTRAL STANDARD TIME

RFP RETURN DATE: NOVEMBER 02, 2023

RFP RETURN TIME: 3:00 PM CENTRAL TIME

PROPOSAL PRESENTATIONS: NOVEMBER 13 – 17, 2023 (TENTATIVE)

(*) Failure to be represented at the mandatory pre-proposer conference shall cause rejection of the proposal without further consideration.

University Stakeholders will not be available for discussion once the RFP is released aside from the established schedule.



Purchasing Office

P.O. Box 2052 | Thibodaux, LA 70310 | 985.448.4038 | 985.448.4921 [F]

ADVERTISEMENT

September 21, 2023

PUBLIC NOTICE

Request for Proposals will be received by Nicholls State University, Purchasing Department, 906 East First Street, Room 104 Elkins Hall 70301/PO Box 2052 Thibodaux, LA 70310, at 3:00 p.m., Central Time, on the date specified below:

Request for Proposal, Number RFP-SB01876, to Lease Food Service Facilities for the Operation of Dining Services and Provide Capital Improvements to Space/Campus in conjunction with LA R.S. 17:3361(A).

A mandatory pre-proposer conference will be held for the benefit of proposers on October 4th, 2023 at 1:30 p.m., Central Time, on the Nicholls State University campus at the Bollinger Memorial Student Union, Room No. 130 Bollinger Suite.

Deadline for receipt of written inquires is October 19th, 2023, by 4:30 p.m., Central Time.

A proposal guarantee will be required of all proposers. A performance and payment bond will be required of the successful proposer. Return date is November 2nd, 2023.

Evidence of authority to submit the proposal shall be required in accordance with R.S 39:1594(c)(4).

Documents and forms may be obtained from the Nicholls State University Purchasing Department upon request received by email at terry.dupre@nicholls.edu, or by downloading a copy from the LA Procurement and Contract Network at: <http://www.prd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

No Proposals will be received after the date and hour specified. The University reserves the right to reject any and all proposals and to waive any informalities.

Terry Dupre
Director of Purchasing

To appear on: September 21, 2023

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BACKGROUND AND HISTORY

OVERVIEW: Nicholls State University requests proposals from qualified food service providers to lease facilities under Louisiana Revised Statute 17:3361, for the operation of dining services on the University's campus and who will commit adequate capital improvements to facilitate those services to commensurate with the University's dynamic growth and strategic plan.

THE UNIVERSITY: Nicholls State University is located in Thibodaux, Louisiana, is a comprehensive, regional University serving south central Louisiana. Tax-supported and coeducational, it opened its doors September 23, 1948, as Francis T. Nicholls Junior College of Louisiana State University. In 1956, the Louisiana Legislature separated Nicholls from Louisiana State University and authorized it to develop a full four-year curriculum. Thus, in September 1956, the former junior college began operations as Francis T. Nicholls State College. It granted its first degrees in May 1958. Act 93 of the State Legislature in 1970 changed the name to Nicholls State University. The 287-acre campus, once part of historic Acadia Plantation, fronts Bayou Lafourche, about 50 miles southwest of New Orleans and 60 miles southeast of Baton Rouge.

Nicholls State University is located in the heart of Cajun country, an area rich in tradition and culture. It is located in the heart of the Mississippi River delta, allowing access to the river, its tributaries, Louisiana's wetlands, and the Gulf of Mexico. Nicholls capitalizes on its prime location and rich culture by offering distinctive academic programs.

STATUS OF OPERATION: Undergraduate students are required to live on campus until they have completed 4 academic semesters (not including Summer session) at Nicholls. Exceptions are granted for married students, students with dependents, and students living at home. Additionally, those students are required to purchase meals from University dining services (mandatory meal policy). Due to these requirements, it is imperative that those services provide the highest possible student satisfaction and positive perception of value.

University campus dining services plays an instrumental role in students' satisfaction or dissatisfaction levels. Substandard dining services jeopardize the financial integrity of both Housing and Food Service operations. The current residential dining facility is housed in the Vernon F. Galliano Dining Hall which serves a diverse selection of choices – hamburger, fries, salads, Roots, and freshly prepared meals of pasta and soups. The newly renovated Donald G. Bollinger Student Union is the hub of activity on campus which serves fast-food items such as sandwiches, salads and wraps.

The Student Union has retail locations, including, Pizza Hut, BBQ Nation, Subconnection, Wild Blue Japanese Kitchen and The Grid. The University Bookstore, the University Post Office, Student Engagement Center, the Colonel Card Office, Continuing Ed, Reservations, meeting rooms and other student services are also housed in the Student Union. Other retail operations on campus include Chick-fil-A, Geaux Nutrition (located in the Recreation Center), The Brew (located in Ellender Library), and Colonel Café (located in Powell/White Halls). The central cafeteria provides continual service, Monday through Friday, from 6:45am through 8:00pm. Additionally, service is provided from 11:30am-1:30pm & 4:30pm-6:30pm on Saturday and Sunday. The University is interested in expanding these hours from the minimum.

The cafeteria is also the setting for the catering department and concession services. The catering department provides basic catering services to fine dining experiences. The food service department offers concession services for athletic events, concerts, Crawfish Day, Family Day, Manning Passing Academy, etc.

CURRENT LOCATIONS:

Dining Operation

Vernon F. Galliano Dining
Pizza Hut
Wild Blue
BBQ Nation
Subconnection
The Grid
Chick-fil-A
The Brew
Colonel Café
Geaux Nutrition

Location

Vernon F. Galliano Dining Hall
Student Union
Student Union
Student Union
Student Union
Student Union
Near Ayo Hall
1st Floor of Library
Powell/White Hall
Callais Recreation Center

- See Appendix A for the current hours of operation for Dining Services

MEAL PLAN HISTORY

- See Appendix B for Meal Plan Counts and Pricing

CURRENT MEAL PLAN OPTIONS

- See Appendix C for 2023-2024 Meal Plans

DAYS OF OPERATION

Dining Operations align with the University Calendar.

STUDENT HOUSING DEMOGRAPHICS:

Current maximum housing occupancy at Nicholls State University is 1455. All students who live on-campus must select a meal plan. Of these beds, 404 of them are apartment style facilities. Students in the apartments have a few special options:

- 30+ Credit hours can select the Bronze Meal Plan.
- 60+ Credit hours can select the Declining Meal Plan

The rest of the 1051 must select a meal plan from Silver, Gold, or Unlimited. Currently, occupancy is 1024.

- See Appendix D for Housing Occupancy

SCHEDULE OF EVENTS

<u>ACTIVITY</u>	<u>DATE</u>
RFP mailed to prospective proposers and to posted LaPac:	September 21, 2023
Mandatory Pre-Proposal Meeting for Tour and Inspection: Bollinger Memorial Student Union Room 130 – Bollinger Suite	October 04, 2023 1:30 PM Central Standard Time
Deadline to receive written inquiries:	October 19, 2023 4:30 PM Central Standard Time
Deadline to answer written inquiries:	October 25, 2023 4:30 PM Central Standard Time
Proposal Date Opening and Time: (deadline for submitting proposals)	November 02, 2023 3:00 PM Central Standard Time
Notice of Intent to Award	December 08, 2023
Lease Completion	December 15, 2023
Lease Initiation	May 21, 2024

NOTE: The University reserves the right to revise this schedule. Any revisions made prior to the Proposal Opening will be formalized by the issuance of an addendum to the RFP.

INSTRUCTIONS TO PROPOSERS

PURPOSE: This Request for Proposal (RFP) sets forth requirements and criteria of Nicholls State University or otherwise stated in this document as NUS, University, or Lessor. The contents of this RFP and the Proposer, or otherwise stated in this document as Contractor, or Lessee, proposal response shall become the contractual obligation if a contract ensues. The RFP, proposal response and any resulting contract shall be governed under the laws of the State of Louisiana.

DEFINITIONS:

Contractor – Any person having a contract with a governmental body.

Discussions – For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentation with responsible Proposers who submit proposals in response to this RFP

Fiscal Year – Refers to the University's fiscal year which is July 1st through June 30th each year

Gross Sales – For the purposes of this RFP, gross sales are defined as the total of all receipts or sales and commissions (regardless of payment method or source), less deductions for refunds, discounts, and appropriate sales taxes. No other deductions are applicable

Lessee – For the purposes of this RFP, Lessee will be defined as that person or organization who has signed a Lease with the University for Lease of Space for Operation of the University Campus Dining Program

Lessor – For the purposes of this RFP, Lessor will be defined as Nicholls State University

May – The term "may" denotes an advisory or permissible action

Must – The term "must" denotes mandatory requirements

Proposal – The response submitted by the Proposer to the RFP

Proposer – Any person or organization that submits a proposal for RFP-SB01876

Shall – The term "shall" denotes mandatory requirements

Should – The term "should" denotes a desirable action

State – The State of Louisiana

University – Nicholls State University

Yearly Lease Payment – This is the Proposer's guaranteed payment to the University (paid quarterly) for the lease of the Campus Dining Facilities

GOVERNING REGULATIONS: This solicitation is performed in conjunction with Louisiana Revised Statute 17:3361(A) to a qualified Proposer for the operation of dining services on the University's campus. Qualified Proposer to lease space from the University shall provide capital improvements to the space or campus.

PROPOSAL RESPONSE FORM: All proposals shall include the proposal response form for signature and must be properly signed in ink by an officer of the proposing entity authorized to sign the proposal. Any alterations of the proposal response form or foreign conditions attached thereto may cause rejection of the proposal.

CORRECTION OF MISTAKES: Erasures, write-overs, corrections or other changes in the proposal are to be initialed by the Proposer. Failure to do so may result in rejection of the proposal without further consideration.

NUMBER OF COPIES: THE ENTIRE RFP SHALL BE REQUIRED TO BE RETURNED WITH THE PROPOSAL RESPONSE. The Proposer shall submit one (1) originally signed proposal and the Proposer shall submit one (1) redacted copy of the original proposal response and one (1) digital copy on a flash drive. The Proposer shall be responsible for duplicating and retaining any proposal forms and responses for personal record.

ALL PAGES OF THE RFP SHALL BE INITIALIZED BY THE PROPOSER

REJECTION OF PROPOSALS: The University reserves the right to reject any and all proposals, and to waive any informality. Incomplete, illegible, partial, or informal proposals may be rejected.

SEALED PROPOSALS: The entire proposal response shall be sealed. The name and address of the Proposer shall appear on the outside of the proposal response envelope or container. The proposal response envelope/s or container/s shall clearly identify the proposal and scheduled return date and time.

PROPOSALS BINDING: All formal proposals shall be binding for a minimum of ninety (90) calendar days and shall not be withdrawn after the specified return date.

PROPOSALS DUE: Proposers shall be responsible for the timely delivery of the proposal by the RFP return deadline. Proposals received after the specified time and date will not be considered, whether delayed in the mail or for any other causes whatsoever.

Proposals may be withdrawn by the Lessee upon written or fax request prior to the designated time for return of proposals. Withdrawal notification must be by signature and received by Nicholls Purchasing Department prior to the designated deadline for return of proposals.

PROPOSAL SUBMITTAL: The RFP is available in electronic form as the LaPAC website <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. It is also available in PDF format or in printed form by submitting a written request to Terry Dupre at terry.dupre@nicholls.edu. It is the Proposer's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. The University is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Proposals may be mailed or delivered by hand. Each proposal should be placed in a sealed package and marked with the proposal name and number, the proposal opening time and date, and the name and address of the Proposer. The same information should be affixed to any additional materials sent as a part of the proposal submission. Proposals must be delivered to Purchasing Office, Hwy. 1, Elkins Hall 106, Thibodaux, LA, 70301, no later than the time and date as shown on the cover sheet. The University reserves the right to reject any or all proposals and to waive informalities.

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to outside physical location. The University is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time will result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

All proposals submitted in response to this RFP and any expenses incurred in fulfilling the requirements of this RFP are the sole responsibility of the Proposer. The University does not and will not accept any responsibility for expenses incurred by Proposers whether an agreement is entered into by the University and a successful Proposer or not.

LEGIBILITY / CLARITY: Responses to the requirements of this RFP in the format requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

PROPOSAL CONFIDENTIALITY, TRADE SECRETS, AND PROPRIETARY INFORMATION: All proposals shall become a matter of public record. Any information considered confidential shall not be included in the proposal response. The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purpose of this procurement, the provisions of the Louisiana Public Records act (La. R.S. 44.1 et. Seq) will be in effect. Pursuant to this Act, all proceedings, records, leases, and other public documents relating to this procurement shall be open to public inspection. Proposers 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 Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for the further clarification.

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

"The data contained in pages _____ of the proposal 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 lease is awarded to this Proposer, as a result of or in connection with the submission of this proposal, the University shall have the right to use or disclose the data limit the University's right to use or disclose data obtained from any source, including the proposer, without restrictions."

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

Proposers should be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review of copies of another Proposer'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 processing 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.

The University reserves the right to make any proposal, including proprietary information contained therein, available to the Office of State Purchasing personnel, the Office of Governor, or other state agencies or organizations for the sole purpose of assisting the University in its evaluation of the proposal. The University shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of the participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with our proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from the University. When submitting your redacted copy, you should clearly mark the cover as such – "REDACTED COPY" – to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections of information has been removed.

PROPOSAL CLARIFICATIONS PRIOR TO SUBMITTAL: Proposer's Tour and Pre-Proposal Conference

A pre-proposal conference followed by a tour of the Campus Dining operations will be held on OCTOBER 04, 2023 at 1:30 PM Central Standard Time in the Bollinger Memorial Student Union , Room 130-Bollinger Suite. Proposer attendance is **MANDATORY**. The purpose of the conference will be to answer all questions presented. The questions will be distributed as an addendum to this RFP, along with answers to questions.

It is the Proposer's responsibility to inspect the project lease sites, facilities, equipment and other University properties required to fulfill the requirements set forth in this RFP, prior to submitting a proposal.

Failure to adequately inspect all lease sites, facilities, equipment and other University properties required to fulfill the requirements of this RFP will not relieve the successful Proposer 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 lease agreement.

PROPOSER INQUIRIES: An inquiry period is set for all interested Proposers to perform a detailed review of the documents and to submit any written questions relative thereto. Without exception, all questions must be in writing and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events. No inquiries shall be entertained thereafter.

The University will not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our end-users. The University reasonably expects and requires responsible and interested Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

All inquiries shall be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the University. Answers to all questions and any other changes or classifications to the RFP will be issued by addendum and provided to all prospective proposers.

No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any employee. The University shall only consider written and timely communications from proposers. Inquiries concerning this solicitation should be emailed to the e-mail address listed below.

Terry G. Dupre
Director of Purchasing
P.O. Box 2052
Thibodaux, LA 70301
Phone - (985) 448-4031
Email - terry.dupre@nicholls.edu

DELIVERY OF PROPOSALS: Each proposal response shall be time recorded upon its delivery by Purchasing Department personnel. The Proposer or its agent may hand deliver the proposal and the deliverer should request a written receipt of its delivery. Or the Proposer may deliver the proposal by an express carrier securing the signature of the person accepting delivery. Or the Proposer may mail the proposal by registered or certified mail return receipt requested.

COST OF PREPARATION: The University is not liable for any costs incurred by prospective Proposers prior to issuance of or entering into a lease. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the University.

PRE-PROPOSAL CONFERENCE: A * MANDATORY * pre-proposal conference shall be conducted for the benefit of all Proposers on the date and time specified on the cover of the RFP. Proposers shall assemble in the designated location on Nicholls' campus on the date and time specified and the Proposers should allow sufficient time to participate in the entire proposal conference. A maximum of five (5) representatives per proposal shall be allowed at the conference. No other arrangements shall be made for any Proposer unable to attend on the date and time specified. Failure to be represented at the mandatory proposal conference shall result in rejection of the proposal without further consideration. Proposers may choose to eat breakfast and/or lunch at any of our existing dining venues; we ask that you refrain from discussing this process with any students and/or faculty/staff members on campus outside of the conference.

It is the Proposers responsibility to inspect the project lease sites, facilities, equipment and other University properties required to fulfill the requirements set forth in this RFP, prior to submitting a proposal.

Failure to adequately inspect all of the sites, facilities, equipment and other University properties required to fulfill the requirements of this RFP will not relieve the successful Proposer 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 least agreement.

CHANGES, ADDENDA, WITHDRAWAL OF PROPOSAL: The University reserves the right to change the schedule of events or issue Addenda to the RFP at any time, and also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes to his proposal, it must be signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, and received prior to the proposal opening time and date.

Any addendum issued to Proposers prior to the proposal opening will include an Addenda Acknowledgement Form which is signed by an authorized representative of the Proposer and returned with the proposal.

Proposals may be withdrawn only by written notice to the Purchasing Office, and must be received prior to the bid opening date and time.

QUALIFICATION OF PROPOSER: The University reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any Proposer to perform the services. The Proposer shall furnish all information and data for this purpose as the University may request. The unreasonable failure of any Proposer to promptly supply information in connection with an inquiry may be grounds for non-responsibility.

PROPOSAL GUARANTEE: Each proposal shall be accompanied by a proposal guarantee in the form of a bond, or a certified or cashier's check or money order made payable to Nicholls State University, in the amount of Twenty-Five Thousand (\$25,000) dollars. If a bond is used, it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent (10%) of the policyholders' surplus as shown in the A.M. Best's Rating Guide.

Proposal guarantees shall be subject to forfeiture for failure on the part of the selected proposer to execute a lease within forty-five (45) days after such lease is approved by the University Board of Supervisors and submitted to Proposer in conformance with the terms, conditions, and specifications of this solicitation. Proposal guarantees in the form of a check or money order shall be returned upon the award of a lead or upon rejection of all proposals. Personal or company checks are not acceptable as a proposal guarantee.

PERFORMANCE GUARANTEE: The University shall require the successful Proposer to furnish a Performance Bond in the amount of the minimum annual rental guarantee of Three Hundred Fifty - Thousand Dollars (\$350,000) made payable to Nicholls State University. The performance bond shall automatically be extended annually by the surety or insurance company after the initial term of the contract.

The surety or insurance company furnishing the performance and payment guarantee shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide. The bonds shall secure for the University the prompt and faithful performance of the Proposer in strict accordance with the contract.

PERFORMANCE AND PAYMENT BOND FOR CAPITAL IMPROVEMENTS: The University shall require successful Proposer to furnish a Performance and Payment Bond with good, solvent, and sufficient surety in a sum on not less than fifty percent (50%) of the capital improvement investment for the payment of any and all claims covering performance, labor, and materials associated with the construction of improvements. Performance and Payment Bond shall be made payable to Nicholls State University.

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

The bonds shall secure for the university the prompt and faithful performance of the proposer on strict accordance with the contract.

CERTIFICATE of AUTHORITY: The successful Proposer shall furnish a photocopy of the company's authority to do business in the State of Louisiana pursuant to Louisiana Revised Statute 12:301. If Proposer does not presently possess such Certificate of Authority, then the Proposer should, with urgency, contact the Louisiana Secretary of State Corporations Division (225-925-4704) regarding application. Application process may take several weeks to secure a certificate and time is of the essence.

LOUISIANA REVISED STATUTE 39:2101 COMPLIANCE: All Proposers are given notice of, and shall be familiar with, LA R.S. 39:2101. The successful Proposer shall adhere to Louisiana Revised Statute 39:2101 and any subsequent rules and regulations promulgated by Louisiana Department of Agriculture & Forestry (225-922-1258) for compliance as determined by that agency. Determination of applicability and extent of compliance with the Proposer's purchasing operations for meat, poultry, and seafood shall be the responsibility of the Proposer.
Food service facilities, use of certified meat, poultry, and seafood products:

- A. All state agencies, state institutions, or local school districts operating food service facilities for students, or for patients or inmates in their custody, shall utilize only those meat, poultry, and seafood products that have met all Louisiana Department of Agriculture and Forestry requirements for grading and certification service.
- B. No contract shall be entered into by any state agency, state institution, or local school district for the operation of any facility that includes a food service facility, unless the contract contains provisions requiring that any meat, poultry, or seafood utilized in such facility has met all Louisiana Department of Agriculture and Forestry requirements for grading and certification service.

CONTRACT NEGOTIATIONS: The University may enter into negotiations with one (1) or more Proposers in an effort to arrive at an award determination. The resulting lease shall be based on the submitted proposal and the negotiations concerning it. Should negotiations stall between the University and the first selected Proposer, the University reserves the right to break-off negotiations with first selected Proposer and begin negotiations with the second selected Proposer. The University reserves the right to continue with the third then fourth selected Proposer if negotiations stall with the previously selected Proposer.

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

THE LEASE

GOALS OF THE LEASE: Campus dining plays an integral role in the recruitment and retention efforts of the University by enhancing student life and the overall campus experience. The University wishes to partner with a vendor who will meet the nutritional, educational, and social needs of a diverse University community. Campus dining is expected to support the University's mission by providing well-prepared and affordable food operations through a variety of quality services. The vision of Campus Dining at Nicholls State University has placed the following aspects of the food service operation in priority preference:

Provide quality food and service for students, faculty, staff, and visitors with attention to healthy food choices.
A high-quality board and cash food service operation accompanied by high satisfaction and perceived value.
A premium catering operation which will enhance the University's internal and external public image.
A premium concession operation with high quality menu prices, fair prices, trained staff, and appropriate and professional signage.

- A clean, well-managed and responsive food service program.
- Provide products and services convenient to its patrons.
- Provide nutrition education for students to support healthy living lifestyles.
- Provide a place and activity that enhance social interaction.
- Nicholls commitment to safety is a top priority and this extends to the dining services program.

GENERAL PROVISIONS OF THE LEASE: The Lessee will provide a detailed plan of dining offerings for resident students, commuter students, faculty/staff, and the surrounding community, including; proposed locations, food and beverage concept options, menu cycle development, customized ordering, hours of operation, a mandatory plan and voluntary options including how these plans will be accessed via meal swipe and declining balance combination. Lessee should include their philosophy of service and delivery for a resident dining program including programs and activities which enhance student development and add value to living on campus, and faculty/staff programs enhancing faculty/staff and off campus community.

Lessee will address the need for healthy food and beverage options as well as all dietary preferences and lifestyles within the resident dining program.

Lessee will offer all you care to eat dining program which primarily caters to resident students during all meal periods, but also recognizes the strong participation of commuter students, faculty, staff, and off campus community.

RESIDENT DINING, COMMUTER, AND FACULTY/STAFF PROGRAM:

1. Campus Dining should be recognized for high quality products, healthy alternatives, innovative menus, variety of choices, and excellent safety and sanitation practices.
2. The use of advisory groups and survey research will provide ongoing assessment of overall dining programs to ensure quality assurance and customer satisfaction.
3. To ensure a quality dining service operation. This goal encompasses the quality and variety of the food offered by the multiple locations on campus, innovative means of delivery, customer service, competitive price/value, and the ability of the provider to replace and/or rotate food concepts in a timely and cost-effective manner to keep the food service fresh, up to date and reflect customer preferences as well as national and regional trends. The variety of food being served shall adequately address all dietary preferences and lifestyles, including, but not limited to, vegan, vegetarian, gluten-free and allergen-free options.

4. Nicholls current dining operation including current facilities and locations and future locations and facilities shall be evaluated to provide a capital outlay plan that encompasses a flexible proposal for a total campus food delivery solution. The plan may include design, development, financing models, renovation, demolition and new construction to provide a state-of-the-art food service program complementing the mission of the university. The plan should be innovative, vigorous, imaginative and realistically mindful of resource limitations of the university and its students.
5. Nicholls looks for a food service provider that is highly motivated and manages a team that is committed to providing a quality service.
6. Nicholls has a commitment to sustainability. Develop a dining program that provides environmentally sustainable food systems that contribute to the economic vitality and quality of life in the community. Expectations include developing partnerships with local producers and direct-farm impact, reducing/composting food waste, enhancing recycling, reducing energy consumption and helping students develop lifelong habits of sustainability and healthy eating.
7. Nicholls strives to provide meal services during periods prior to the beginning of semesters, during school closures, Fall and Spring intersessions, and during semester breaks. Cost of these services shall be mutually agreed upon.
8. The Lessee agrees to charge rates competitive and comparable with those in the higher education dining service industry. Prices charged for catered events, conferences, summer camps, concessions, and banquets will be competitive with other university food service operations. All prices will be submitted to the University on July 1 for approval on an annual basis.
9. The Lessee agrees to provide employment opportunities for students of the University.
10. Create unique dining experiences that reach beyond breakfast, lunch, and dinner. These experiences will create connections and bring people together through special events. These events will provide opportunities for health and nutrition education and bring a level of excitement to the overall dining experience. They will also open up possibilities to develop partnerships with other business partners and/or University departments to create programming designed to enhance student life on campus.
11. Nicholls' commitment to safety is paramount and this extends into the dining services program. Practices to ensure food safety and sanitation will be put into place via consultation, appropriate food safety training, validation of control and compliance with known food safety risk factors and providing clean well-maintained facilities. The creation of policies and procedures relating to serving safe food will be easily understood and executed by all team members.
12. Lessee will offer an all you care to eat dining program which primarily caters to resident students during all meal periods, but also recognizes the strong participation of commuter students, faculty, staff, and off campus community.
13. The Lessee will provide a detailed plan of food and beverage options offered throughout the campus through the retail offerings. The goal is to provide service to the University community, while growing sales on an annual basis. The plan should include proposed locations, food and beverage concept options, signature and national branded concepts, and hours of operation. Proposer's' philosophy of service and delivery including programs and activities to increase awareness and provide opportunities for student interaction and socialization.
14. University reserves the right to negotiate with third party vendors that provide support to the University that may include "exclusive" status of the sales of products on its campus (i.e.) beverage providers, etc.). When such rights are granted, Lessee shall abide by the agreement with such third-party vendors.

15. The Lessee will provide the students a minimum of twelve (12) hours of service per weekday (Monday through Thursday) and eleven (11) hours on Friday at food service locations including but not limited to the cafeteria student union, etc. The Lessee can open no less than the current weekend hours, but can open more if the weekend format warrants extending service. Reduced hours are negotiated for the summer semester, Fall and Spring Intersession, and break periods.

16. The Lessee agrees to provide meal services during periods prior to the beginning of semesters, during school closure, and during semester breaks as needed by the University. Costs for these services shall be mutually agreeable.

17. The Lessee agrees that the Vernon F. Galliano Dining Facility will resume operations on the day of Convocation every semester, which is the day that faculty returns to campus.

PROGRAMS AND INITIATIVES: The Lessee, understanding the importance the President's entertaining has on fundraising, partnerships, and institutional advancement, agrees to provide the President's catering at cost. The University seeks a minimum of Thirty-Five Thousand Dollars (\$35,000) per year for the first year of the term of the current agreement, increasing by Five Hundred Dollars (\$500) per year thereafter for catering services for the remainder of the term, as requested by the President. Lessee shall include in the proposal a committed amount for such services beneficial to the University.

The Lessee is responsible for all aspects of the point of sale equipment and software, including maintenance and hardware/software upgrades. All financial transactions for the point of sale equipment and software is the responsibility of the Lessee.

The Lessee shall purchase appropriate serving ware (china, flatware, etc.) to be used for special functions as directed by the President of the University or his/her designee.

Lessee shall provide pre-season (August) meals for football, and other sports which can be accommodated at the same meal periods as football (volleyball, soccer, etc.) for the benefit of the University. Such meals shall be provided at no cost to the University, but limited to 180 number of meals per meal session.

Lessee shall provide refreshments for the annual University Fall Convocation and Spring Convocation held each August and January for all faculty and staff at Nicholls (approximately 500 people are in attendance).

Lessee agrees to establish an "express meals to go" program that will accommodate student's busy academic and work schedules and a sick tray policy to accommodate those students who cannot go to the cafeteria because of poor health reasons. The Lessee must advertise these operations to the students.

The Lessee will host, without charge, a parent's reception, hosted by the University, not to exceed ten (10) per fiscal year. The Lessee shall decorate and set-up a table designed to advertise meal plans, birthday cakes, and other promotional packages, and possibly give away Colonel Cash (ID card declining balance value) giveaways or other door prizes throughout the reception. Lessee will provide Admissions a 20% discount for family members who attend orientation for lunch in the Galliano Dining Hall, to be used exclusively on the day of orientation.

The Lessee must provide meals at no extra cost for students who are on special diets under a doctor's written instructions. All special diet requests are approved and monitored by the Auxiliary Services Executive Director.

CATERING: The Lessee will provide a tiered catering guide addressing the needs of students, faculty, staff, and surrounding community. Catering services should include service to the University community and external community, including complete event planning and coordination with competitive pricing. Exclusive rights will be granted for all catering in the Nicholls Donald G. Bollinger Cotillion Ballroom and Student Union for University sponsored events, unless an exception is granted by the Lessee. For any exception granted, the outside caterer will not be permitted to use food preparation areas and/or kitchen equipment or appliances under the control of the Lessee, unless otherwise granted permission by Lessee. Catering rights will be granted on a nonexclusive basis for other areas of campus. The same provision as to access of food preparation spaces shall apply.

CONCESSIONS: Concessions are strictly a cash/credit operation, with the University receiving a percentage of gross receipts at retail prices, excluding sales taxes. Concession privileges shall be granted to the Lessee at all University authorized athletic and non-athletic events in which concession services are required. Concession sales records are provided in Appendix E.

Lessee should submit a concessions plan including sites to be used, staffing plans including hawkers, equipment investments, etc. with the proposal response.

Lessee should include a contact list of universities where concessions were the Lessee's responsibility within the contracts.

- See Appendix E for Athletic Concessions

OTHER DINING CONCEPTS ON CAMPUS: The University desires to partner with a food service provider to create a robust retail and food service program. The University has designated a "Primary Service Zone" (Zone 1) to be an area wherein Lessee shall be granted an exclusive right to develop food service concepts and retail business.

- See Appendix F for Campus Map Zones

All other areas of the campus shall be designated as a "Secondary Service Zone". The University reserves the right, from time to time, to consider retail and food services opportunities within the Secondary Service Zone that may enhance the dining experience of the campus community and provide the University with alternative revenue sources. The University shall negotiate in good faith with the Lessee to develop such opportunities within this zone. However, if the University, at its sole discretion, determines that negotiations have stalled or that an opportunity will not be developed within a reasonable amount of time, the University shall be permitted to accept offers from and engage with other third parties without objections of the Lessee.

ATHLETIC DINING SERVICES: The Lessee, under the direction of the Executive Director Auxiliary Services, will provide all necessary arrangements in regards to feeding requests for athletes active in the University's intercollegiate athletics programs. The Executive Director Auxiliary Services will monitor all requests in accordance to comparative value of regular meal service standards. Upon receiving the request, the Lessee will be expected to provide said service at the time stipulated.

The University is requesting the Lessee to feed athletics prior to the official opening of the fall semester. Those teams include football, volleyball, women's soccer, and men and women's cross-country. Only those teams who the NCAA allow to practice prior to the start of the fall semester will be granted this privilege. The estimated number of athletes, coaches and training staff is a minimum of 180.

The Lessee will provide 1,250 meal passes to the Athletic Director, who will distribute the meals among the coaching staff. The eligible coaching staff can use the passes during the fall and spring semesters only. Coaches participating in this program will have the number of meals issued put on their ID card for accurate tracking of said meals. Athletes will participate in the board plan and be subject to all meal guidelines as any other board plan student. The Athletic Department or coach may request a sack or box lunch, when traveling, in lieu of a missed meal(s). Sack lunches can only be substituted for meals missed on the day they travel. Example: Volleyball leaves at 10:00 a.m. to

travel to Texas. The coach may order a lunch and dinner sack lunch of a sack lunch and snacks. Since the food service cannot guarantee safety of the food products for extended periods, no food will be substituted beyond the initial travel day.

MARKETING: The Lessee should appreciate the need for marketing and promoting dining services designed for the target market — the entire food service community. Print, audio, video, and social media materials shall be approved by University contact. Lessee shall provide a marketing plan for the first 100 days, prior to the start of operations, and submit a three-year operational plan including activities and special programs centered on student life. More detailed marketing plans should be submitted prior to the start of each semester. Post semester reports should also be submitted summarizing the marketing efforts and results.

Lessee should include any proposals that will enhance the academic mission of the University and assist in marketing and promotions for the University.

The Lessee agrees to provide a marketing and implementation plan to sell birthday cakes, cookies, semester care packages, congratulations goodie baskets, etc. that students and parents can send to residence hall students. Lessee is required to market a similar package to the University community.

GENERAL PROVISIONS OF THE LEASE: In accordance with the provisions of LSA-R.S. 17:3361, the lease will be for ten (10) years beginning MAY 21, 2024, or shortly thereafter and end MAY 20 2034. The lease may be extended for two additional five (5) year periods by Mutual agreement of the parties.

GENERAL CONDITIONS

ACCESS TO RECORDS: The Lessee agrees that the University and the Legislative Auditor of the State of Louisiana shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of the Lessee relating solely to this proposal and any resulting contract agreement.

ACCIDENTS: The Lessee agrees that in the event of any accident of any kind and degree, the Lessee will immediately notify the University's Campus Police Department (985-448-4746) and thereafter furnish a full written report of such accident to University Police, the client and the University Safety Officer.

ASSIGNMENT: The Lessee or any portion thereof or any interest therein shall not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the University. Any attempted assignment under the contract shall be void and of no effect.

CONTRACT AGREEMENT: The Contract, and any properly executed amendment thereto, the Request for Proposal, and the Proposer's response shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

In the event of any inconsistent provisions, the contract (excluding the RFP and Lessee's proposal) shall take precedence, followed by the provisions of the RFP and then by the terms of the Lessee's proposal. The Lessee shall execute a contract with the University, in a form prescribed by the University, no later than forty-five (45) consecutive calendar days of University notification, to execute the contract.

The Contract shall not be modified, altered, or changed except by mutual agreement amended in writing by the authorized representative of each party to the contract.

CONTRACT TERM: The proposed lease will be for a period of ten (10) years and may be extended for two (2) additional five (5) year increments if mutually agreed upon in writing by the Lessee and Lessor, with the same terms.

"The continuation of this contract is contingent upon the appropriation of funds for the continued operations of the University and/or facilities by the Louisiana Legislature. If Legislature fails to appropriate sufficient funds to provide for the continuation of operations, then the contract shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated."

COPYRIGHTS AND PATENTS: The Lessee shall indemnify and hold harmless the State, the University, its officers, agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract agreement of which Lessee is not the patentee, assignee, or licensee.

DISPOSAL OF NON-HAZARDOUS MATERIALS: The Lessee shall at all times keep the premises free from accumulations of trash, waste materials and debris caused by its employees or its operations. Removal of all trash, waste materials and debris generated by operations shall be disposed of in receptacles provided at designated locations.

EQUAL EMPLOYMENT OPPORTUNITY: The Lessee shall be an equal employment opportunity employer. The Lessee shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, sex, sexual orientation, age, national origin, handicap, disability, veteran status or any other factor prohibited by law.

FORCE MAJEURE: Both parties agree that, if by reason of an unforeseen event related to acts of God or Government, including but not limited to, a global health epidemic/pandemic or outbreak of disease, a war, a strike or lockout or any other unavoidable cause, either party is unable to entirely perform its obligations, such performance shall not be considered a breach of the contract

GOVERNING LAW: The contract and all matter or issues related to it, shall be governed by and shall be in accordance with the laws of the State of Louisiana.

If any provisions of the contract, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the contract or the validity or enforceability of the contract.

HAZARDOUS WASTE GENERATION: In the event the Lessee produces "a hazardous waste" as defined by the Department of Natural Resources Hazardous Waste Division of the State of Louisiana, then the Lessee shall be designated as the "generator" of such waste. The liability of hazardous waste disposal shall rest with the Lessee and not the University.

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

INDEPENDENT CONTACTOR: All of the Lessee's employees furnishing or performing services under the contract agreement shall be deemed employees solely of the Lessee and shall not be deemed for any purpose whatsoever employees or agents of, acting for or on behalf of, the University. The Lessee shall perform all services as an independent contractor and shall discharge all its liabilities as such. No acts performed or representations made, whether oral or written, by the Lessee with respect to third parties shall be binding on the University.

INSPECTION OF FACILITIES: The Lessee shall visit the site of the proposed service, inspect the site, utilities, equipment and particularly familiarize himself with the difficulties and restrictions regarding the execution of the proposed services. No additional allowance shall be granted to any Lessee because of lack of knowledge of conditions.

INSURANCE: The Lessee 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 Lessee, his agents, representatives or employees. The cost of such insurance shall be borne by the Lessee. See specific requirements regarding insurance elsewhere in the RFP.

The insurance afforded by this policy shall not be suspended, voided, canceled, and reduced in coverage or in limits during the term of the contract.

A Certificate of Insurance shall be provided to the University upon delivery of the finalized contract. A certificate of insurance shall be provided at the beginning of each year of the contract.

LATE PAYMENT PENALTY: If the Lessee fails to make payment to the University for any obligation that is due within ninety (90) days of the date payment is due, the vendor shall pay, in addition to the payment, interest on the amount due at the rate established annually by the Louisiana Commissioner of Financial Institutions, from the ninety-first (91st) day after the date payment is due.

LAWS: The Lessee shall comply with all applicable laws, ordinances, and regulations of the local, state, and federal government in the performance of the contract.

The Lessee shall be responsible for strict compliance with all applicable local, state and federal laws concerning fair employment, minimum wage and equal opportunity practices.

LIENS: The Lessee shall at all times keep the University free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, labor performed, or materials or equipment purchased) by the contractor pursuant to the terms of the Contract. If any such lien shall at any time be filed against the University's premises in connection with the Contract and the Lessee shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) calendar days after being notified of the filing of such lien, then the University may, without prejudice to any right or remedy available to the University, contact the surety or insurance company furnishing the performance and payment guarantee and demand the lien be removed or discharged (by payment or bond or otherwise). The Contractor and its surety or insurance company shall be held liable for all costs and expenses (including attorney's fees) incurred by the University in resolving said lien.

NON-EXCLUSIVE AGREEMENT: The University has no plans at this time to do business with any other food service Lessee other than the Lessee who will be selected through this bid process. However, the University reserves the right to contract with third parties, purchase, or, receive services within the scope of the contract determined by the University to be within its best interests. The University agrees to offer Lessee a right of first refusal prior to University exercising its non-exclusivity rights as provided under this section.

NOTICES: Any notice required under the contract shall be in writing and may either be given by personal delivery or sent by registered or certified mail to the other party. Notification to the contractor shall be to the last known address on file with the University, unless otherwise amended in the contract.

Notification to the University shall be to:

Nicholls State University Purchasing Department
P.O. Box- 2052
Thibodaux, LA 70310

PERMITS AND LICENSES: The Lessee shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for performance under the lease, and the Lessee shall post or display in a prominent place such permits and/or notices as are required by law.

PERSONNEL: The Lessee agrees that, at all times, the employees of the Lessee furnishing or performing services under the lease shall do so in a proper, workmanlike, and dignified manner.

The University reserves the right to require the Lessee to remove any employee employed under the lease when the University deems it to be in the University's best interests.

PRE-LITIGATION RESOLUTION OF CONTROVERSIES

Solicitations and Awards: Any protest in connection with the solicitation or award of a contract shall be resolved in accordance with the provisions of Louisiana Revised Statute 39:1671.

Contract and Breach of Contract Controversies: Any unresolved controversy arising out of the contract shall be resolved in accordance with the provisions of Louisiana Revised Statute 39:1673.

PRESENCE ON UNIVERSITY PREMISES: The Lessee agrees that all persons working for or on behalf of the Lessee whose duties bring them upon the University's premises shall obey all University policies, police security measures and vehicle regulations that are established by the University and shall comply with the reasonable directives of its University representatives and Police Security Officers.

The Lessee agrees that all employees of the Lessee shall register their motor vehicles with the University Police Department and that all employees will pay the current annual faculty/staff vehicle registration fee. During the term of the registration, the employee shall be responsible for the payment of all traffic and parking fines assessed against the registered vehicle. However, in the event the employee fails to pay all recorded fines prior to the termination or expiration of employment or the contract, the Lessee will then become responsible for payment of all fines assessed against the employee.

The Lessee shall be responsible for the acts of its agents and employees while on the University's premises. Accordingly, the Lessee agrees to take all necessary measures to prevent injury and loss to persons or property located on the University's premises. The Lessee shall be responsible for all damages to persons or property caused by the Lessee or any of its agents or employees. The Lessee shall promptly repair, to the specifications of the University's Maintenance Department, any damage that the Lessee, its agents or employees, may cause to the University's premises or equipment.

PUBLICITY: The Lessee shall not in any way or in any form publicize or advertise in any manner the fact that the Lessee is providing services to the University without the express written approval of the Lessee Coordinator, obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the Lessee from listing the University on its routine client list for matters of reference.

SAFETY: The Lessee, its agents and employees shall practice safe work habits, make safe use of chemicals, and handle safely equipment employed. In addition, the Lessee shall use equipment, signs, barriers, or other devices to protect persons or property, and shall avoid the usage of hazardous materials that are not essential to the performance of the Contract.

SECURITY: The University shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to, equipment, tools, materials, supplies, and other personal property of the Lessee, employees or agents, which may be brought or stored on the University campus.

STANDARD OF PERFORMANCE: The Lessee agrees to perform the services specified under the lease with that standard of care, skill, and diligence normally provided by a professional organization in the performance of such services.

SUBCONTRACTORS: The Lessee shall perform all portions of food service operations without the use of subcontractors.

SUPERVISION: The Lessee shall provide, at all times, adequate and expert supervision for its agents and employees in the areas under the lease.

SURRENDER OF PREMISES AND EQUIPMENT: On termination or expiration of the lease, the Lessee shall vacate all parts of the University's premises occupied by it and shall restore the premises to the University in the same condition as when originally made available to the Lessee, reasonable wear and use expected. Surrendered premises and equipment shall be left in a clean, orderly state satisfactory to the University.

SURVIVAL: The terms, conditions and representations contained in the lease shall survive the termination or expiration of the lease.

TAXES: The Lessee shall pay when due, all taxes or assessments applicable to the Lessee. The Lessee shall comply with the provisions of the applicable statutes and regulations of the applicable taxation authority.

TERMINATION: The terms and conditions of lease termination in any lease resulting from this RFP will be substantially like those state herein. The University may terminate the Lease for cause based upon the failure of the Lessee to comply with the term and/or conditions of the Lease, or failure to fulfill its performance obligations pursuant to the Lease, provided that the University shall give the Lessee written notice specifying the Lessee's failure. If within thirty (30) days after receipt of such notice, the Lessee shall not have corrected such failure or, in the care of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such corrections, then the University may, at its option, place the Lessee in default and the lease shall terminate on the date specified in such notice.

The Lessee 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 the Lease, provided that the Lessee shall give the University written notice specifying the university's failure and a reasonable opportunity for the University to cure the defect.

UNIVERSITY PERSONNEL: The University shall at all times have access to dining service operations and be able to conduct inspections of facilities as deemed in the best interests of the University.

USE OF UNIVERSITY'S FACILITIES: The Lessee, its agents and employees shall have the right to use only those facilities of the University that are necessary to perform services under the contract agreement and shall have no right of access to any other facility of the University without consent.

UTILITIES: The University shall not be responsible for any loss or delay sustained by the interruption or failure of utilities for any cause whatsoever.

PERTINENT UNIVERSITY INFORMATION

- See Appendix G for Dining Services Financial Information

UNIVERSITY DINING SERVICES PERSONNEL: The Lessee will be responsible for providing all labor costs and benefits associated with all personnel (management and hourly employees) necessary for the management and operation of all dining service facilities.

The University will approve all management personnel prior to their assuming the management position and responsibilities.

The University will reserve the right to request dismissal of any managerial or hourly personnel not performing the requirements of the Lease or whose conduct is offensive to the University.

The Lessee will employ sufficient staff to efficiently operate the food service and fulfill all related responsibilities.

Labor personnel utilized by the Lessee will be on its payroll and the Lessee will pay for all labor costs and benefits, etc. The Lessee will pay management salaries and benefits.

In the event of a Labor Union forming and resulting in contract negotiations, affecting the employees of the Lessee, the University shall not be involved or impacted in any manner.

Managers and/or supervisors shall attend all programs relating to the supervision, discipline, benefits, or other employee related programs deemed appropriately by the University's Human Resources Office.

LABOR AND WAGE REQUIREMENTS, EQUAL OPPORTUNITY COMPLIANCE: Lessee agrees to comply with the provisions of the following employment regulations:

- Title VI and VII of the Civil Rights Acts of 1964, as amended by the Equal Opportunity Act of 1972
- Federal Executive Order 11246
- Federal Rehabilitation Act of 1973 as amended
- Vietnam Veterans Readjustment Act of 1974
- Title IX of the Education Act
- Age Act of 1972
- Americans with Disabilities Act of 1990

Lessee agrees to NOT discriminate in its employment practices and will render service under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities, or sexual orientation.

The Lessee is responsible for withholding state and federal income taxes and unemployment insurance and shall provide Workers Compensation Insurance for his/her employees.

The Lessee will comply with all laws relating to OSHA regulations and employees such as wage and labor laws, safety and health requirements, and other applicable regulations.

FACILITIES: The Lessee should make its own assessment of facilities as to the feasibility of proposing usage of these facilities for both short- and long-range plans.

- See Appendix H for Dining Services Campus Site Map and CAD Drawings

FURNITURE, FIXTURES, AND EQUIPMENT: Lessee and Lessor, within ten (10) working days following the consummation of the Lease document, shall conduct inventory of all dining service equipment and supply items.

Lessee shall advise Lessor within five (5) working days following the conducting of the inventory as to what items Lessee wishes to utilize in the food service operation. Obsolete or nonoperational equipment shall be reported by Lessee for proper disposal by the University.

Lessee shall assume responsibility for the maintenance of all dining service equipment. At such time, equipment is deemed obsolete or not financially feasible to repair, Lessee shall replace equipment at their expense or within the financial commitments of the Lease. Ownership of equipment purchased throughout the lease term shall remain with the University.

The Lessee is responsible for supplying all office equipment, computers, printers, and furniture needed to conduct business. Any and all computers currently located within the facility may be utilized by the Lessee. The Lessee is responsible for maintaining software and upgrades to be compatible with the University's network and ID card system.

All equipment, furniture and/or fixtures in use by Lessee shall be the responsibility of the Lessee. Any items lost, stolen, or damaged through negligence or abuse shall be replaced at the Lessee's expense with ownership retained by University.

In addition to any facility refurbishment funds, the Lessee shall account for any FF&E replacements, to include furniture, fixtures, equipment, and supply items, which may need to be replaced throughout the term of the Lease.

The University desires to incorporate Nicholls branding on furniture and fixtures as appropriate. Seating, serving counters, and other furniture/fixtures must be approved by the University.

Vehicles are not included within this agreement.

University retains ownership to any University equipment within the campus dining operation that was paid for with University funds.

Lessee shall request disposition of University owned surplus, obsolete, or non-operational equipment.

Lessee may also utilize furniture and fixtures belonging to the University with the same provisions for maintenance, disposal and/or replacement as outlined in the equipment section.

The University reserves the right to remove any items it deems appropriate.

REPAIR, REPLACEMENT AND MAINTENANCE: The University shall furnish routine building maintenance services for the food service facilities, and the general maintenance and repair of the University-owned property. The University shall be responsible for compliance with all federal, state and local safety and health laws and regulations with respect to the food service facilities (permanent structure); provided however, that the Lessee shall be responsible for compliance with all applicable federal, state, and local safety and health laws and regulations regarding sanitation and the use of food service equipment. The Lessee shall assume responsibility for the maintenance of all University equipment and shall make all equipment repairs and replacements, subject to the following limitation:

RESPONSIBILITIES OF THE UNIVERSITY: The University will provide keys to the leased facilities as deemed necessary by the Lessee and will maintain the current lock system. Lessee shall adhere to University key and lock policy.

The University will provide the Lessee with campus protection and security services currently available on campus, such as night patrol, door check, security consulting, call response, and law enforcement. However, the University makes no warranty nor does it assume responsibility for any losses sustained.

The University will provide the Lessee with general maintenance and repair of the facility and its major components including roof, plumbing, electrical, air conditioning, and heating within the abilities of the University's maintenance department. The scope of maintenance and repairs shall be further defined during contract negotiations.

The University shall provide gas, electrical, sewerage, and water service to the facilities and Lessee shall be responsible to reimburse University for such costs.

The Lessee will provide the Lessee access to existing physical data wiring, including fiber and copper, when available, and when not feasible for Lessee to install new wiring. The scope of access and costs shall be further defined during contract negotiations.

RESPONSIBILITIES OF THE LESSEE: The Lessee is responsible for janitorial services to assure a clean, well-groomed appearance of the leased premises. Lessee will comply with all Board of Health standards concerning food service establishments.

All personnel of the Lessee must observe all University regulations to include, but not limited to, personal conduct, appearance, traffic, and parking; including the purchase of annual parking passes required of all employees.

The Lessee is responsible for maintenance of all dining services equipment including, but not limited to, hood systems (exhaust fans, makeup air units, and outside air fans), enzyme treatment for drains, composting equipment, and ice machines. The University may provide the preventative maintenance contract for such equipment and invoice the Lessee on a monthly basis.

The Lessee is responsible for providing, using, and maintaining motor vehicles suitable for the purpose of transporting food and beverage items in the performance of the lease. Vehicles necessary for the operation of dining services are the responsibility of the Lessee and Lessee must comply with all University traffic and parking regulations. Vehicles include but are not limited to delivery vehicles/trucks, golf carts, and other off-highway vehicles. Lessee is responsible for care and maintenance of all office equipment.

The University desires to incorporate Nicholls branding on all vehicles. Such branding must be approved by the University.

The Lessee is responsible for all food and supply costs.

The Lessee is responsible for securing a Certificate of Authority to do business in the State of Louisiana pursuant to Louisiana R.S. 12:301 from the Secretary of the State of Louisiana.

The Lessee is responsible for securing a liquor permit from the State of Louisiana and must comply with the University's alcohol policy.

Lessee is responsible for securing Activity Request Form from the Student Life Office prior to serving alcoholic beverages for any student function. The Lessee is responsible for obtaining and keeping on file a signed Alcohol Policy Agreement for every event in which alcohol is being served.

The Lessee is responsible for pest elimination in the facilities used for food service operations.

The Lessee is responsible for food waste, used oil and grease, and grease trap disposal. All applicable environmental regulations shall be followed. The University will make arrangements for the grease traps to be cleaned and bill the Lessee for said service.

The Lessee is responsible for all utilities where meters are available for measurement, which includes, electric, gas, water, and sewage. Where meters are not available, the Lessee will be responsible for a calculated percentage of all utilities for that facility (electric, gas, water, and sewage) based on historical data.

The Lessee is responsible for securing telephone service, data service, and video service as needed for the operation of their business. Lessee shall provide any LAN/WAN network equipment needed, and shall not utilize the University network for connectivity. Any connectivity requirements, including but not limited to telephone, cable, and internet services, necessary to fulfill Lessee's obligations shall first be reviewed and approved by the University; follow existing University standards; and be fully funded by Lessee.

The Lessee is responsible for all garbage services, including, grease removal, compactor, and dumpsters at all locations. If the location does not warrant a minimum size dumpster, the Lessee may be charged a pro-rate cost to share a dumpster at the site. The Lessee may choose to use the university's garbage removal contract and be charged back monthly. Waste Disposal for fiscal year 2023 is projected to be approximately \$15,228.00.

➤ See Utility charges (Appendix I)

In the event that an act of God may occur, such as a hurricane, and the University is designated an emergency evacuation site; the Lessee will be expected to provide meal services as requested by the University.

The Lessee is responsible for establishing security procedures to protect cardholder data and comply with Payment Card Industry Security Standard (PCI-DSS). Additional details on PCI-DSS are available at <http://www.pcisecuritystandards.org>. Additional information regarding security requirements may be found on the card brand's respective web sites. Lessee agrees to comply with all applicable laws that require the notification of individuals on the event of unauthorized cardholder data. In the event of a breach of any Lessee's security obligations or other event requiring notification under applicable law, Lessee agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the University, and its trustees, officers, and employees from and against any claims, damages, or other harm related to such a breach.

ACCOUNTING: The University expects the Lessee to implement sound accounting principles and practices in the daily operation of the lease agreement.

1. The Lessee will establish and maintain adequate internal controls.
2. The Lessee will provide the University with financial statements audited by a Certified Public Accountant.
3. The University reserves the right to audit the Lessee's books and records and obtain other desired information pertaining to the lease. This shall include sales information captured by POS systems. This will be done in compliance with PCI guidelines to protect card holder information.
4. The University will serve as an agent to the Lessee in regards to the sale of meal plans.
5. The Lessee will provide the University with a Quarterly Financial Statement accompanied by the quarterly profit percentage check. Format of this report shall be agreed upon prior to the end of the first quarter.
6. Resident meal plan transactions will be handled through the University Controller's Office and distributed through the University's accounting systems.
7. The University operates its fiscal year July 1-June 30.
8. The University has purchased and implemented the Blackboard Envision ID Card System. The system currently includes five POS NCR registers and an office workstation. The Lessee will be responsible for purchasing additional equipment as needed for expanding campus services.
9. Lessee will be responsible for refunding any meal plan non-board money. Lessee shall provide University with applicable policies for review and approval prior to sale of any meal plans.
10. The University's ID system will provide the Lessee with all information pertaining to meal plan activity. The activity will include meal plans sold; meal plans refunded, and any other information contained in the ID system.

DINING SERVICES MARKETING SURVEY
See Appendix J

UNIVERSITY MASTER PLAN : WEBSITE <https://www.nicholls.edu/president/master-plan/>

PROPOSAL FORMAT AND SCORING VALUES

PROPOSAL FORMAT: Lessee's responses to this RFP shall follow the order as listed under sections and relative subsections identified below. Failure to follow this order may result in deductions from the overall rating process. Lessees should address all topics in a concise, comprehensive, and orderly manner. Lessee shall prepare proposals in a manner that provides the evaluator necessary information readily available and easy to locate.

SCORING VALUES:

- I. The Lessee (0-75 points - 14%)
- II.
 - a) Credentials and Qualifications
 - b) References
- III. Dining Services (0-150 points - 40%)
 - a) Resident Dining Program
 - Meal Plans
 - Week Day and Weekend Menus
 - Special Meal Programming (Steak Night, Theme Meals, Monotony Breakers, etc.)
 - Hours of Service, Including Weekend, If Any
 - b) Cash of Retail Operation-specific to Nicholls State University
 - Hours of Service, Including Weekend, if any
 - Menu Concepts and Prices
 - Capital Outlay and Renovation Commitment for Implementation of Concept(s).
 - c) Catering
 - d) Concessions
 - e) Summer Camps / Conferences / Special On-Campus Meals
 - f) Management Personnel
 - g) Marketing
 - h) Quality Assurance
 - i) Convenience Store Operations
- IV. Financial Commitments (0-150 points - 40%)
 - a) Annual Lease Payment
 - b) Percentage of Sales Lease
 - c) Capital Funds
 - d) Other Financial
 - e) Support of Academic Mission
- V. Proposal Format (0-25 points - 6%)
 - a. Organization
 - b. Ease of Data Retrieval

PROPOSAL

THE PROPOSER

Credentials and Qualifications: Each Proposer shall provide appropriate evidence of their financial qualifications and credentials. Financial statements should be provided. Since the dining services plays a significant role in recruitment, retention and support of the academic mission of the institution, Nicholls State University will accept proposals from only those companies who have a proven record of successful management with food services in higher education institutions similar to Nicholls.

- The year the company was formed
- Total number of years of experience in University Dining Service Operations
- A list of the names of all owners of the company or officers of the corporation
- A plan for managing, supervising, and staffing the operation
- Total number of university dining services being leased and operated by your company
- Any other information the Proposer deems appropriate for the consideration of their qualification to perform the lease work
- Audited financial statements from the previous two (2) years

In addition, the firm shall prove the financial ability to not only meet the minimum annual lease requirement, but also show proof of the ability to meet the annual capital improvement commitment submitted in response to the Request for Proposal.

References: Each Proposer shall attach a list of at least five (5) universities or colleges in which a lease of a similar scale as specified herein have been provided for within the last three (3) years. This list shall include the name of the university, address, telephone number, and contact person. List any institutions that have cancelled a contract within the past five (5) years for cause with the Proposer excluding contracts terminating due to scheduled expiration.

FOOD SERVICES: The Proposer will note the importance that the University places on the quality of food and service that the Proposer provides to the customers in the Vernon F. Galliano Cafeteria and other dining areas, and the quality for the catering services provided for University sponsored functions, and events held on the University campus.

Resident Dining Program: The Proposer shall provide a detailed plan and program for resident students, commuter students, faculty/staff, and other surrounding community, which includes proposed location(s), food and beverage concepts options, menu cycle development, customized ordering, hours of operation, mandatory plans and voluntary options including how these plans will be accessed via meal swipe and declining balance combination. Proposer should include their philosophy of service and delivery for a resident dining Program including programs and activities which enhance student development and add value to living on campus, and faculty/staff programs enhancing faculty/staff interaction with students outside the formal classroom. Proposer shall address the need for healthy food and beverage options as well as all dietary preferences and lifestyles within the resident dining programs.

Dining programs shall include food concepts, both signature as well as national branded concepts, which are to be offered to the students, faculty, and staff at Nicholls. Additionally, Proposer shall provide details as to the physical locations that will be available to the meal plan holders and schedules, if necessary. University shall set the minimum mandatory meal plan price. Lessee may offer more expensive meal plans; however, these higher priced plans shall be considered "buy-up" or voluntary.

Proposer shall offer an “all you care to eat, pay one price” dining program which primarily caters to resident students during all meal periods, but also recognizes the strong participation of commuter students, faculty, staff, and off campus community.

Proposer shall include detailed outline of the options that will be available to resident students as to food offerings and how these will be accessed (e.g. meal “punch of declining balance).

Proposer shall describe their policies for refunds for those meal plans purchased voluntarily by commuters, faculty, and staff. The Proposer must secure University approval of these policies. The University maintains the board plan refund system in accordance to set University policy.

Proposer will provide a meal ticket to the following persons/positions for the Fall and Spring semesters:

- Student Government Association President
- Student Programming Association President
- Food Advisory Association President

University request that current hours be adjusted to address the needs of the students.

- See Appendix A for current serving hours.

It is mandatory that all students living on campus, in residence halls, must buy a meal plan. Students in privatized housing must buy a meal plan as well. Students must purchase a meal plan associated with the Housing in which they reside. Students living off campus may purchase a meal plan if desired.

The Proposer will maintain the Dial-A-Menu service for the Vernon F. Galliano Cafeteria customers.

The Proposer will provide the following special meals:

- Steak Night – Once per calendar month
- Ice Cream Night – Once per calendar month
- Theme Night – Once per calendar month
- Monotony Breakers – Two per calendar month (Examples: Nacho Bar, French Fry Bar, Monthly Birthday Cake, etc.)
- Fall Semester – Lessee must provide a Christmas Buffett that surpasses normal menu requirements. Two premium entrees to be served. The Executive Director of Auxiliary Services will approve menus.
- Spring Semester – Lessee must provide a seafood buffet or special meal during Lent. Local seafood favorites must be included in the menu format.

Proposer must include a special meal program section describing special events and theme meals using the criteria above as a minimum number of events per year.

The Proposer must provide a Mid-Term Breakfast (9:00p.m. to 12:00 midnight) approximately 650 to 800 students, on and off campus, during the week of mid-term exams each fall and spring semesters. The President’s office will set the date in advance. Student Programming Associate will pay for the entertainment and food service Lessee will pay for all costs associated with hosting the event (food, supplies, labor for setup, production, and clean-up, etc.).

The faculty and staff are invited by the University President to serve the food and beverages. The menu consists of:

- Bacon and/or Sausage
- Scrambled Eggs & Southern Grits
- Pancakes w/ Butter/Syrup
- Biscuits/Cream Gravy
- Butter and Jelly
- Milk and Orange Juice

RETAIL OPERATION: The Proposer shall provide a detailed plan of food and beverage options offered throughout the campus through the retail offerings. The goal is to provide service to the University community, while growing sales on an annual basis. The plan should include proposed locations, food and beverage concepts options, signature and national branded concepts, and hours of operation. Proposer's philosophy of service and delivery including, programs and activities to increase awareness, and provide opportunities for student interaction and socialization.

Proposer shall address the need for healthy food and beverage options as well as all dietary preferences and lifestyles within the resident dining program.

Proposer shall describe what offerings will be available to cash and declining balance customers. This shall include what signature, as well as national branded concepts, and the physical locations available. Due to the large number of commuters, Proposer shall detail its plans to accommodate this large group of potential customers. In this section, the Proposer shall include marketing plans, location of services, any outreach efforts which will be undertaken, etc.

Proposer shall address concerns such as expedited service lines to minimize wait time, mobile ordering, innovative delivery options, menu variety, competitive pricing and perceived value.

CATERING: Catering is an important asset in the University setting. It is an extension of the degree of quality that University provides for its students, faculty, administrators and guests. The Proposer will give the utmost care in establishing and maintaining a creative hospitable and quality-oriented catering service at Nicholls. This includes but is not limited to room atmosphere, adequate personnel, quality of service, quality of food, service and upkeep of equipment used, appropriateness of dress by management and employees and the "total" hospitality shown to any and all guests at a University function.

In a public institution, cost is a significant concern due to the perceived excessive costs for catered events. The successful Lessee must provide evidence that the Proposer can consistently provide catered events that enhance the image of the institution, while being sensitive to cost.

Proposer shall provide a detailed plan for catering operations, including a tiered catering guide addressing the needs of students, faculty/staff, and outside community. Catering services will include service to the University community and external community, including complete event planning and coordination with competitive pricing. Catering of special events for the University; on and off campus reflects the University and must be executed with high standards.

Sample price schedules should be included when responding.

Names of the individuals from the Proposer's referenced institutions who are responsible for the coordination of the institutions' presidential events shall be listed in this section.

CONCESSIONS: The Proposer shall provide a plan for the management and execution of concessions at athletic and special events. The plan should include a variety of signature and branded offerings, competitive pricing, mobile ordering, seat delivery, and perceived value.

Concessions are a strictly cash/credit operation with the University receiving a percentage of gross receipts at retail prices, excluding sales taxes. Concession privileges shall be granted to the Proposer at all University authorized athletic and non-athletic events in which concession services are required. Concessions sales will be exclusive to the Proposer at said events. Concessions offered at other University fundraising events such as Foundation or Program fundraising events shall be managed through the office of the Executive Director of Auxiliary Services at the University and the University reserves the right to permit other qualified third-party providers to provide such services.

Proposer should submit a concessions plan including sites to be used, staffing plans including hawkers, equipment investments, etc.

Food trucks and other vendors may be allowed on campus. A rental fee will be charged by the University for use of the premises. Food trucks and other vendors will not be allowed on streets and parking lots surrounding the dining hall and student union, unless there is a contractual agreement with Nicholls dining provider.

SUMMER CAMPS/CONFERENCES/SPECIAL ON-CAMPUS MEALS: Rates for summer camps, youth and adult, will be established through negotiation. For the purpose of budgeting, some annual or summer camp and conference price quotes are required as far as two to three years in advance.

The Lessee will be expected to work and negotiate with the University and Athletic Department for special on-campus meals that are not included in the semester board meal plans. Typically, these meals include pre-semester training, break feeding, etc.

Lessee should submit a plan to attract and retain summer and year-round camps and adult conference groups. The Office of Continuing Education, to market the campus dining experiences at the University, would use this plan.

ATHLETIC DINING: The Proposer shall provide a plan for a dining program, specifically designed for athletes.

MANAGEMENT PERSONNEL: The Proposer shall provide a plan for the leadership and management of the entire dining program at Nicholls. Resumes for the proposed Director and management positions shall be provided with the Proposer's justification as to why these individuals are being proposed for assignment to the University. Nicholls' contract coordinator or designees, reserve the right to approve all managers, which will be assigned to the University's food operation. In addition, the contract coordinator, in representing the University, shall also have the right to request the removal of any manager(s) whose actions, performance, and/or conduct does not meet the expectations of the University.

Nicholls is committed to diversity in all segments of University operations. Proposer shall assure the University that the management team shall reflect Nicholls' commitment to diversity.

The management team, whenever practical and prudent, shall be comprised of Louisiana natives and/or individuals that proved themselves effective in the unique culture of this state.

Proposer should provide their philosophy as to how "contact" with the various customers by all managers will be accomplished other than by those committees and assessment guidelines addressed within this document. Resumes for the proposed Director and second in command shall be provided with the Proposer's justification as to why these individuals are being proposed for assignment to this institution.

MARKETING: The Proposer shall provide the first one hundred (100) day marketing plan as well as a three-year operational plan including activities and special programs centered on student life. Proposer shall identify on-going marketing initiatives to include:

- Strategies for each of the proposed units - resident dining, retail, catering, as well as any other segment of the operation.
- Description of measurement tools to be used to gain insight into customer satisfaction, food preferences, and overall effectiveness.
- Outline the function of the person(s) responsible for marketing including, how they will interface with customers to deliver the message of the food service and receive constructive feedback.

The Proposer should include a plan regarding the use of advisory groups and survey research in an effort to provide ongoing assessment of oval dining programs to ensure quality assurance and customer satisfaction.

QUALITY ASSURANCE: All food products and ingredients purchased should meet or exceed the minimum United States Department of Agriculture (USDA) standards and grades. The following minimum food specifications shall be maintained.

Food Specifications

Meats

- Beef and Veal, USDA Choice, USDA good 80.20 ground beef with no fillers
- Pork and Lamb, USDA #1 cured, smoked and fresh
- Poultry, USDA Grade "A"
- Eggs and Dairy Products, USDA Grade
- Frozen Foods, USDA Grade "A" Fancy
- Fresh Produce, USDA #1 Quality
- Canned Goods, USDA Grade "A" Fancy

Daily Menu Standards

- Milk – Grade A
- Cream – 20% Butter Fat
- Buttermilk – 8 ½% Milk solids – minimum
- Whipping Creams – Heavy 36% butterfat
- Ice Cream – 10% butterfat
- Sour cream – No substitute
- Cheese - US Grade AA
- Butter – 80% butterfat

Beverage other than milk

- Coffee – Community Grade 1
- Tea – Pekoe and orange pekoe
- Soda – Coca-Cola and Pepsi distributed products
- Orange Juice – 100% per concentrate

Fruits and Vegetables

- Highest Grade Available
- Fish and Seafood
- Grade A

Eggs

- Grade A Large Fresh

Miscellaneous Groceries

- Highest Grade Available

PROGRAM QUALITY: The Proposer understands that quality is viewed differently by the many customers who will be served by dining services. However, the Lessor lists below those expectations of the Lessee, which shall serve as benchmarks and assessment of a quality food service program.

- Food preparation, serving, storing, and dining areas shall be maintained at the highest levels of cleanliness.
- Foods shall be served at appropriate temperatures.
- Employees shall be attired in appropriate uniforms that exhibit a professional look to the services being performed.
- Employees shall, at all times, exhibit a warm, courteous and helpful attitude towards customers and visitors of the various food service operations.
- Safety programs and measures shall be in place, which assures the well- being of the employees, management, and staff of the dining services at all times.
- Management shall be accessible to customers at all times in order to address any challenges or concerns, which might be presented.
- All management shall be visible during peak periods of dining services and readily identified in order to meet the needs and demands of their customers.
- A Food Advisory Association is already established and holds regularly scheduled meetings to discuss issues related to dining services. The Executive Director of Auxiliary Services chairs this committee. Minutes of these meetings are maintained. The Lessee management team may be requested to attend the Food Advisory Association meetings, participate as needed, report on special events, and assist the Food advisory Association with the planning and implementation of their special promotions.
- Promotional materials, including signage, shall always be of excellent quality and shall be approved by the Director of the Student Union Services prior to production and distribution.
- Each semester, a survey shall be conducted by an independent firm to measure customer perceptions of quality and service of the campus dining operation. The independent firm shall prepare the survey document specifically for Nicholls' constituents. The Director of Auxiliary Services shall approve the instrument's development and any future additions, deletions, and/or revisions prior to its utilization. Acceptable standards shall be mutually developed.
- Results of the survey process and the Lessee's plan to resolve challenges and actions, which will address the areas needing improvement, shall be provided to the Proposer's representative.
- All costs associated with the above items or other quality measures instituted shall be the sole responsibility of the Lessee.

FINANCIAL COMMITMENTS

ANNUAL LEASE PAYMENT : Proposers are asked to offer an annual lease payment to the University as well as a percent of gross sales figure

Minimum Annual Guarantee

- Nicholls State University expects a minimum annual lease guarantee:
 - Up to 1,100 meal plans - \$300,000
 - 1,101 to 1,200 meal plan - \$350,000
 - 1,201 to 1,300 meal plans - \$400,000
 - Greater than 1,301 meal plans - \$450,000
- Proposer may at their discretion, increase this financial expectation, but that submitted minimum annual amount shall be viewed as guarantee by Proposer.
- Proposer shall provide a performance evaluation and payment bond in an amount equal to the sum of the guarantee payments for the term of this agreement.
- Payment schedule for this lease:
 - Must be paid in four (4) equal installments on or before July 1st, October 1st, January 1st, and April 1st of each year.

PERCENTAGE OF SALES: The successful Proposer shall guarantee to Nicholls State University for the initial term of the lease, fifteen percent (15%) commission payment on the total sales price of all meal tickets and fifteen percent (15%) commission payment on all gross receipts from all cash sales including the fast food operations, convenience store, guest feeding in the cafeteria, catering, conference dining, concessions, and any other function where cash sales may take place. Proposer may at his/her discretion increase this financial expectation, but that submitted percentage amount shall be viewed as guaranteed by the Lessee.

Commissions payable on sales at national name brand locations may be set at a percentage rate lower than the commission rate stated above, but no less than ten (10%) percent. However, Proposers are encouraged to maximize the rate offered to the University on such sales.

Payment schedules for this lease, shall follow the same schedule as the guarantee minimum amount payments, although it is mandatory that the Proposer supply supporting financial documentation relative to gross receipts from all cash sales and shall be furnished by the Proposer when submitting payments. All payments will be paid to the University by certified check or electronic funds transfer (EFT).

CAPITAL FUNDS:

The Proposer should include in its proposal, a detailed overview including graphics of the conceptual plan for food service facilities which may include design and development for new facilities, all which shall align with the previously stated goals of the lease. The proposal should include all financing for both short and long-range facility goals including the transition of operation(s) where applicable. Proposer should include in their proposal, the capital investment for these activities.

The financial commitment for the contract ending May 24, 2034 is as follows:

Proposer should include in its proposal a Facility Reimbursement Fund to be dispersed on a scheduled mutually agreed upon by the Lessee and Lessor. Improvements made with this fund may be both movable and immovable. Proposer shall include in its proposal Leasehold Improvements in addition to the initial year investment. The purpose of the additional annual payments is to facilitate renovations and improvements to the leased premise (primary residential dining facility).

In an effort to maintain quality offering, the Proposer shall include in its proposal a **Furniture, Fixtures, and Equipment Fund**, to be used throughout the term of the lease.

The categories of capital funds should include:

1. Unrestricted Grant – Year 1 of contract minimum of \$750,000
2. Facility Refurbishment Fund:
 - a. Year 1 \$2.5 million
 - b. Year 2 - \$1 million
3. Annual Refresh - \$250,000 minimum each year of contract
4. Furniture, Fixtures, and Equipment Fund - \$200,000 minimum each year of the contract

OTHER FINANCIAL: University and Lessee shall negotiate any additional charges and/or revenue, such as access charges to the University's accounting and ID systems, prior to consummation of the lease.

Lessee may include within this section any other financial commitments being proposed as compensation to the University which is not listed in the previous sections of this document.

Lessee shall reimburse the University an equitable fee for access to University's ID Card System.

Lessee will not be permitted to operate a separate Food Management System without written approval. Fees shall be negotiated.

Lessee shall commit to, as part of this RFP, services for the benefit of Nicholls as requested by the President of Nicholls (President's Catering Fund). Lessee shall include in their proposal a President's Catering Fund, in the amount of thirty-five thousand (\$35,000) first year minimum and to increase by five-hundred (\$500) each year thereafter minimum, which will be carried forward each year for up to five (5) years. At the end of each five (5) year period, the Lessee and university will negotiate the expenditure of any remaining funds.

The Lessee shall purchase appropriate serving ware (china, flatware, etc.) to be used for special functions as directed by the President of Nicholls. All serving ware shall remain in good condition and appropriate quantity throughout the term of the agreement. As needed, serving ware shall be replaced at the expense of the Lessee.

Lessee shall provide pre-season (August) meals for football, and other sports which can be accommodated at the same meal periods as football (volleyball, basketball, etc.) for the benefit of the University.

Lessee shall provide food and beverage for the annual University Spring and Fall Convocations which is held for all Faculty and Staff.

Lessee should provide any proposals that will enhance the academic mission of the university.

Lessee should include any proposals that will assist in marketing and promoting the university.

Lessee shall be responsible for all utilities where meters are available for measurement, which includes electric, gas, water, and sewerage. Where meters are not available, the Lessee will be responsible for a calculated percentage of all utilities for that facility (electric, gas, water, and sewage) based on historical data.

The Lessee shall be responsible for all garbage services including, grease removal, compactor, and dumpsters at all locations. If the location does not warrant a minimum size dumpster, the Lessee may be charged a pro-rated cost to share a dumpster at that site. The Lessee may choose to use the university's garbage removal contract and be charged back monthly.

The Lessee shall be responsible for securing telephone service, data service, and video service as need for the operation of their business. These services may be obtained through the university, for a monthly charge.

The Lessee is responsible for all Point of Sale equipment and software that is compatible with the University's accounting system, network, and ID card system.

The Lessee is responsible for janitorial services to assure a clean, well-groomed appearance of the leased premises. Lessee will comply with all Board of Health standards concerning food service establishments.

The Lessee is responsible for securing a Certificate of Authority pursuant to Louisiana Revised Statute 12:301 from the Secretary of the State of Louisiana.

The Lessee is responsible for securing a liquor permit from the State of Louisiana and must comply with the university's alcohol policy.

The Lessee is responsible for pest elimination in the facilities used for food service operations.

The Lessee is responsible for food waste, used oil, and grease, and grease trap disposal. All applicable environmental regulations shall be followed.

SUPPORT OF ACADEMIC MISSION: Nicholls State University desires a positive business partner relationship with all companies who provide products and/or services to the Nicholls "family". Nicholls welcomes any offering by its business partners who would enhance the academic mission of the institution or the educational experience of its students. This might include internships exclusive of those offered in the day to day operations of the University's food services, employment opportunities, scholarships, speakers, artistic contributions, and other "non-cash" commitments.

PROPOSAL FORMAT:

- A. Organization
- B. Ease of Data Retrieval

NICHOLLS STATE UNIVERSITY
PROPOSAL RESPONSE FORM

Name of Proposer: _____

Mailing Address: _____

Street Address: _____

Telephone No.: () _____

SCOPE OF CONTRACT: Lease Food Service Facilities for the Operation of Dining Services and Provide Capital Improvements to Space/Campus.

INITIAL CONTRACT TERM: _____

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

No. _____ Dated _____ No. _____ Dated _____
No. _____ Dated _____ No. _____ Dated _____

PROPOSAL GUARANTEE: Attached is ____ a proposal bond in the amount of \$ _____ * or *
____ a certified check or ____ cashier's check in the amount of \$ _____.

PERFORMANCE AND PAYMENT BOND: Proposer to list the name, address (street/city/state/zip) & telephone number of the Louisiana licensed surety that shall be used to furnish the required bond if selected the successful proposer:

Surety: _____ Telephone: _____

Address: _____

Agent Company: _____ Telephone: _____

SIGNATURE CONSTITUTES ACCEPTANCE: Signature to this proposal form shall be construed as acceptance of the RFP in its entirety.

AUTHORIZED OFFICER: _____
(Signature) (Print or Type Name)

NOTE: If the Proposer is a corporation, the individual signing this Proposal Response Form shall provide, and be included with the Proposal, legal evidence of his/her authority to sign on behalf of the corporation.

This form is to be completed in its entirety and submitted with the response form(s). Failure to complete or return the form with the other response form(s) may cause rejection of the response without further consideration.

INSURANCE COVERAGE TO BE PROVIDED BY PROPOSER

Proposer to list the name and address (street/city/state/zip) of the Louisiana licensed insurance company that is intended to be used to furnish the required minimum levels of insurance coverage if selected the successful proposer.

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY.....STATUTORY MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: [] A Level / [] B, C, D, E, F Level

Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less

If Not A.M. Best Rated – State Type of Insurer:

Agent Company: _____ Telephone No: _____

COMMERCIAL GENERAL LIABILITY.....\$ 1,000,000.00 MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: [] A Level / [] B, C, D, E, F Level

Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less

If Not A.M. Best Rated – State Type of Insurer:

Agent Company: _____ Telephone No: _____

AUTOMOBILE LIABILITY.....\$1,000,000.00 MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: [] A Level / [] B, C, D, E, F Level

Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less

If Not A.M. Best Rated – State Type of Insurer:

Agent Company: _____ Telephone No: _____

EXTENSION OF COVERAGE

The below extensions of coverages shall be marked or state on the certificate of insurance.

GENERAL LIABILITY: Includes the following as additional insured:

State of Louisiana
Nicholls State University
Purchasing Department
Elkins Hall 106
Thibodaux, LA 70310

AUTOMOBILE LIABILITY: Includes the following as additional insured:

State of Louisiana
Nicholls State University
Purchasing Department
Elkins Hall 106
Thibodaux, LA 70310

WORKER'S COMPENSATION: Includes waiver of subrogation in favor of:

State of Louisiana
Nicholls State University
Purchasing Department
Elkins Hall 106
Thibodaux, LA 70310

STATE OF LOUISIANA

CONTRACT NO. _____

PARISH OF LAFOURCHE

SAMPLE CONTRACT

BE IT KNOWN, that NICHOLLS STATE UNIVERSITY (hereinafter sometimes referred to as "Lessor") and (Contractor's name and legal address) (hereinafter sometimes referred to as "Lessee") do hereby enter into contract number _____ under the following terms and conditions:

1.

This Contract, and any properly executed amendment thereto, the Request for Proposal (RFP), and the Proposer's response shall constitute the entire agreement between the parties and shall superseded all prior oral or written agreements or understandings.

In the event of any inconsistent provisions, the Contract (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP and then by the terms of the Contractor's proposal.

2.

Upon completion or termination of this contract, all capital improvements to facilities shall become property of the Lessor and title shall pass free and clear of any obligations.

3.

It is hereby agreed that the Legislative Auditor of the State of Louisiana shall have the option of auditing all accounts of the Contractor which relate solely to this contract.

4.

This contract may be terminated by either party as in accordance with termination provisions outlines in the Request for Proposal.

5.

This contract shall commence on _____ and shall terminate on _____.

THUS, DONE AND SIGNED at Thibodaux, Louisiana, on the day, month, and year as dated by the Lessor hereinafter.

_____	<u>Nicholls State University</u>
Lessee Name	Lessor Name
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

The successful Proposer shall be required to execute the below Indemnification Agreement as part of the RFP Requirements.

IDEMNIFICATION AGREEMENT

The Lessee agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all state Departments, Agencies, Boards, and Commissions, its officers, agents, servants, and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of LESSEE, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by LESSEE as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

LESSEE agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent.

Accepted by

Company Name

Signature

Title

Date Accepted

Is Certificate of Insurance Attached? Yes No

Contract No. _____ for Nicholls State University
State Agency Name

PURPOSE OF CONTRACT: _____

Appendix A – Dining Hours

Galliano Dining Hall

Monday-Friday:

Hot Breakfast: 7:00AM - 9:00AM

Monday-Friday:

Continental Breakfast: 9:00AM - 10:40AM

Monday-Friday:

Lunch: 10:45AM - 2:00PM

Monday-Friday:

Light Lunch: 2:00PM - 4:25PM

Monday-Thursday:

Dinner: 4:30PM - 7:00PM

Friday:

Friday Dinner: 4:30PM - 6:30PM

Saturday-Sunday:

Weekend Brunch: 11:00AM - 1:30PM

Saturday-Sunday:

Weekend Dinner: 4:30PM - 6:30PM

Student Union Food Court

Pizza Hut

Monday-Thursday: 10:00AM - 7:00PM

Friday: 10:00AM - 2:00PM

BBQ Nation

Monday-Friday: 10:00AM - 2:00PM

Subconnection

Monday-Friday: 10:00AM - 2:00PM

Simply To Go

Monday-Friday: 10:00AM - 7:00PM

Wild Blue Modern Japanese

Kitchen

Monday-Thursday: 10:00AM - 7:00PM

Friday: 10:00AM - 2:00PM

The Grid

Monday-Thursday: 7:00AM - 7:00PM

Friday: 7:00AM - 2:00PM

Monday-Friday:

Hot Breakfast: 7:00AM - 9:00AM

Dining Near Me

Chick-fil-A

Monday-Saturday: 8:00AM - 8:00PM

Monday-Saturday:

Breakfast: 8:00AM - 10:30AM

Geaux Nutrition

Monday-Thursday: 7:00AM - 7:00PM

Friday: 7:00AM - 4:00PM

Saturday: 8:00AM - 12:00PM

Colonel Café

Monday-Thursday: 8:00AM - 2:00PM

Friday: 8:00AM - 1:00PM

The Brew

Monday-Thursday: 8:00AM - 4:30PM

Friday: 8:00AM - 2:00PM

Appendix B – Meal Plan Counts and Pricing

Price	Meal Plan	Count		Meal Plan	Count		Meal Plan	Count	
FY14		<i>Fall 2013</i>		<i>Spring 2014</i>		<i>Summer 2014</i>			
\$1,515.00	Silver	960		\$1,515.00	Silver	849	\$935.00	Silver	18
\$1,600.00	Gold	112		\$1,600.00	Gold	110	\$485.00	Mini A	3
\$1,685.00	Platinum	54		\$1,685.00	Platinum	49	\$485.00	Mini B	2
\$900.00	Bronze	116		\$900.00	Bronze	99			
	Totals	1242			1107				23
FY15		<i>Fall 2014</i>		<i>Spring 2015</i>		<i>Summer 2015</i>			
\$1,599.00	Silver	902		\$1,599.00	Silver	779	\$980.00	Silver	16
\$1,680.00	Gold	133		\$1,680.00	Gold	84	\$530.00	Mini A	1
\$1,770.00	Platinum	75		\$1,770.00	Platinum	78	\$530.00	Mini B	1
\$945.00	Bronze	114		\$945.00	Bronze	89			
	Totals	1224			1030				18
FY16		<i>Fall 2015</i>		<i>Spring 2016</i>		<i>Summer 2016</i>			
\$1,645.00	Silver	878		\$1,645.00	Silver	756	\$980.00	Silver	13
\$1,740.00	Gold	124		\$1,740.00	Gold	86	\$530.00	Mini A	1
\$1,830.00	Platinum	68		\$1,830.00	Platinum	52	\$530.00	Mini B	0
\$975.00	Bronze	96		\$975.00	Bronze	90			
	Totals	1166			984				14
FY17		<i>Fall 2016</i>		<i>Spring 2017</i>		<i>Summer 2017</i>			
\$1,645.00	Silver	790		\$1,645.00	Silver	634	\$850.00	Silver	13
\$1,738.00	Gold	149		\$1,738.00	Gold	104	\$425.00	Mini A	1
\$1,832.00	Platinum	74		\$1,832.00	Platinum	52	\$425.00	Mini B	1
\$978.00	Bronze	116		\$978.00	Bronze	106			
	Totals	1129			896				15
FY18		<i>Fall 2017</i>		<i>Spring 2018</i>		<i>Summer 2018</i>			
\$1,670.00	Silver	804		\$1,670.00	Silver	668	\$871.00	Silver	16
\$1,764.00	Gold	164		\$1,764.00	Gold	119	\$436.00	Mini A	2
\$2,120.00	Unlimited	31		\$2,120.00	Platinum	17	\$436.00	Mini B	1
\$993.00	Bronze	98		\$993.00	Bronze	80			
	Totals	1097			884				19
FY19		<i>Fall 2018</i>		<i>Spring 2019</i>		<i>Summer 2019</i>			
\$1,712.00	Silver	911		\$1,712.00	Silver	791	\$871.00	Silver	13
\$1,808.00	Gold	102		\$1,808.00	Gold	188	\$436.00	Mini A	2
\$2,173.00	Unlimited	24		\$2,173.00	Unlimited	10	\$439.00	Mini B	6
\$1,018.00	Bronze	117		\$1,018.00	Bronze	110			
	Totals	1154			1099				21
FY20		<i>Fall 2019</i>		<i>Spring 2020</i>		<i>Summer 2020</i>			
\$1,729.00	Silver	921		\$1,729.00	Silver	814	\$872.00	Silver	7
\$1,826.00	Gold	126		\$1,826.00	Gold	89	\$436.00	Mini A	1
\$2,195.00	Unlimited	23		\$2,195.00	Unlimited	19	\$436.00	Mini B	1
\$1,028.00	Bronze	147		\$1,028.00	Bronze	141			
	Totals	1217			1063				9
FY21		<i>Fall 2020</i>		<i>Spring 2021</i>		<i>Summer 2021</i>			
\$1,755.00	Silver	862			Silver	707	\$884.00	Silver	11
\$1,853.00	Gold	117			Gold	83	\$442.00	Mini A	1
\$2,228.00	Unlimited	35			Unlimited	18	\$442.00	Mini B	1
\$1,043.00	Bronze	150			Bronze	113			
	Totals	1164			921				13
FY22		<i>Fall 2021</i>		<i>Spring 2022</i>		<i>Summer 2022</i>			
\$1,781.00	Silver	718		\$1,755.00	Silver	662	\$897.00	Silver	10
\$1,881.00	Gold	84		\$1,853.00	Gold	67	\$449.00	Mini A	0
\$2,261.00	Unlimited	27		\$2,228.00	Unlimited	21	\$449.00	Mini B	0
\$1,059.00	Bronze	105		\$1,043.00	Bronze	73			
	Totals	934			823				10
FY23		<i>Fall 2022</i>		<i>Spring 2023</i>		<i>Summer 2023</i>			
\$1,844.00	Silver	742		\$1,844.00	Silver	654	\$898.00	Silver	4
\$1,944.00	Gold	145		\$1,944.00	Gold	123	\$449.00	Mini A	1
\$1,088.00	Unlimited	25		\$1,088.00	Unlimited	19	\$449.00	Mini B	TBD
\$2,343.00	Bronze	107		\$2,343.00	Bronze	88			
	Totals	1019			884				TBD

Appendix C – Meal Plans 2023-2024

Nicholls State University Meal Plans						
Fall Semester 2023						109 Days
Silver Meal Plan		\$1,909				
	19 Meals with	\$220	Munch Money	equals daily rate	\$15.50	
	15 Meals with	\$240	Munch Money	equals daily rate	\$15.31	
	10 Meals with	\$295	Munch Money	equals daily rate	\$14.81	
Gold Meal Plan		\$2,012				
	19 Meals with	\$320	Munch Money	equals daily rate	\$15.52	
	15 Meals with	\$336	Munch Money	equals daily rate	\$15.38	
	10 Meals with	\$396	Munch Money	equals daily rate	\$14.83	
Unlimited Meal Plan		\$2,425				
	Unlimited Meal with	\$213	Munch Money	equals daily rate	\$20.29	
Bronze Meal Plan		\$1,126				
	5 Meals with	\$331	Munch Money	equals daily rate	\$7.29	
Spring Semester 2024						104 Days
Silver Meal Plan		\$1,909				
	19 Meals with	\$220	Munch Money	equals daily rate	\$16.24	
	15 Meals with	\$240	Munch Money	equals daily rate	\$16.05	
	10 Meals with	\$295	Munch Money	equals daily rate	\$15.52	
Gold Meal Plan		\$2,012				
	19 Meals with	\$320	Munch Money	equals daily rate	\$16.27	
	15 Meals with	\$336	Munch Money	equals daily rate	\$16.12	
	10 Meals with	\$396	Munch Money	equals daily rate	\$15.54	
Unlimited Meal Plan		\$2,425				
	Unlimited Meal with	\$213	Munch Money	equals daily rate	\$21.27	
Bronze Meal Plan		\$1,126				
	5 Meals with	\$331	Munch Money	equals daily rate	\$7.64	
Summer Semester 2024						54 Days
Full Summer Meal Plan		\$928				
	19 Meals with	\$125	Munch Money	equals daily rate	\$14.87	
Summer Mini A Meal Plan		\$464				27 Days
	5 Meals with	\$75	Munch Money	equals daily rate	\$14.41	
Summer Mini B Meal Plan		\$464				26 Days
	5 Meal with	\$75	Munch Money	equals daily rate	\$14.96	

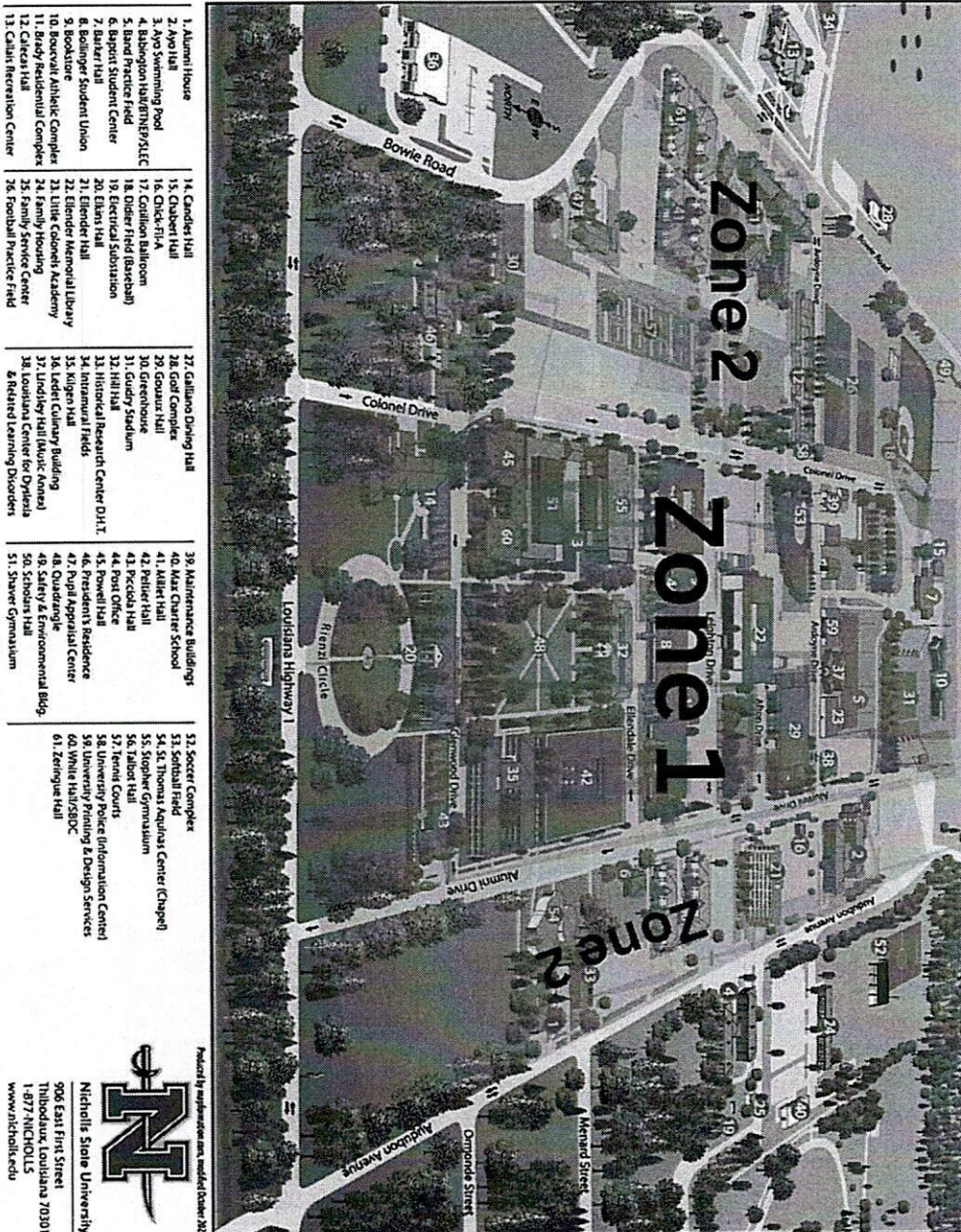
Appendix D – Housing Occupancy

Housing	Brady	Calecas	Ellender	Millet	Scholars	Zeringue	N. Bab	S. Bab	Total		Brady	Calecas	Ellender	Millet	Scholars	Zeringue	N. Bab	S. Bab		
										Fall 2016										
										# of Beds	408	90	260	194	212	194				1358
										Beds Occupied	372	90	252	189	209	187				1299
										% Occupied	91.80%	100%	96.92%	97.42%	98.58%	96.39%				95.66%
Spring 2017										Fall 2017										
# of Beds	408	90	260	194	212	194			1358	# of Beds	408	90	260	194	212	194				
Beds Occupied	312	72	182	152	173	168			1089	Beds Occupied	377	90	220	182	200	87				
% Occupied	83.82%	80.00%	70.00%	78.35%	81.60%	86.60%			80.19%	% Occupied	92.40%	100.00%	84.62%	93.81%	94.34%	96.39%				92.49%
Spring 2018										Fall 2018										
# of Beds	408	90	260	194	212	194			1358	# of Beds	392	95	289	194	210	194				
Beds Occupied	327	71	148	145	183	159			1083	Beds Occupied	357	87	225	188	209	187				
% Occupied	80.15%	78.89%	56.92%	74.74%	86.32%				76.07%	% Occupied	91.07%	91.58%	77.85%	95.91%	99.52%	96.39%				91.19%
Spring 2019										Fall 2019										
# of Beds	392	95	289	194	210	194			1374	# of Beds	392	95	290	194	210	194				
Beds Occupied	323	83	179	170	187	167			1109	Beds Occupied	376	91	253	192	209	193				
% Occupied	82.40%	87.37%	61.94%	87.63%	89.05%	86.08%			80.71%	% Occupied	95.92%	95.79%	87.24%	98.97%	99.52%	99.48%				95.56%
Spring 2020										Fall 2020										
# of Beds	392	95	294	194	210	194			1379	# of Beds	404	95	294	194	210	194	32			
Beds Occupied	318	76	189	188	196	181			1180	Beds Occupied	363	75	226	183	200	185	28			
% Occupied	88.79%	80.00%	64.29%	96.91%	94.29%	93.30%			85.57%	% Occupied	89.85%	78.95%	76.87%	94.33%	95.24%	95.36%	87.50%			88.55%
Spring 2021										Fall 2021										
# of Beds	404	95	294	194	210	194	32		1423	# of Beds	404	91	266	194	210	194	32	18		
Beds Occupied	327	72	146	167	173	161	29		1069	Beds Occupied	333	77	215	184	189	177	11	6		
% Occupied	80.94%	75.79%	49.66%	86.08%	82.38%	82.99%	71.88%		75.12%	% Occupied	82.43%	84.62%	80.83%	94.85%	90.00%	91.24%	34.38%	33.33%		84.60%
Spring 2022										Fall 2022										
# of Beds	404	95	294	194	210	194	3	1	1395	# of Beds	404	91	295	194	210	194	32	36		
Beds Occupied	300	69	151	159	176	158	3	1	1017	Beds Occupied	336	57	181	171	175	169	28	36		
% Occupied	74.29%	72.63%	51.36%	81.96%	83.81%	81.44%	100.00%	100.00%	72.38%	% Occupied	83.17%	62.64%	61.36%	88.14%	83.33%	87.11%	87.50%	97.22%		79.12%
Spring 2023										Offline										
# of Beds	404	91	294	194	210	194	32	36	1455											
Beds Occupied	300	47	146	164	160	155	29	29	1024											
% Occupied	74.29%	51.65%	49.66%	84.54%	76.19%	79.90%	71.88%	80.56%	72.21%											
Offline	17	14	0	1	1	0	3	1	37											

Appendix E - Athletics Concessions Sales

Athletics Concession Sales					
	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Baseball	24,706.58	18,729.74	19,143.02	30,935.62	20,532.03
Football	69,589.16	50,652.15	30,225.35	53,733.11	40,726.68
Basketball	9,427.79	10,783.19	5,925.95	12,325.86	14,009.12
Softball	5,297.13	675.49	3,379.61	2,225.78	3,830.92
Soccer	850.09	1,043.68	350.09	0	0
Volleyball	1,399.45	2,672.64	1,547.53	2,449.99	2,406.76
Other	5,577.88	28,508.54	16,244.20	35,724.97	33,867.10

➤ Appendix F – Campus Zone Map



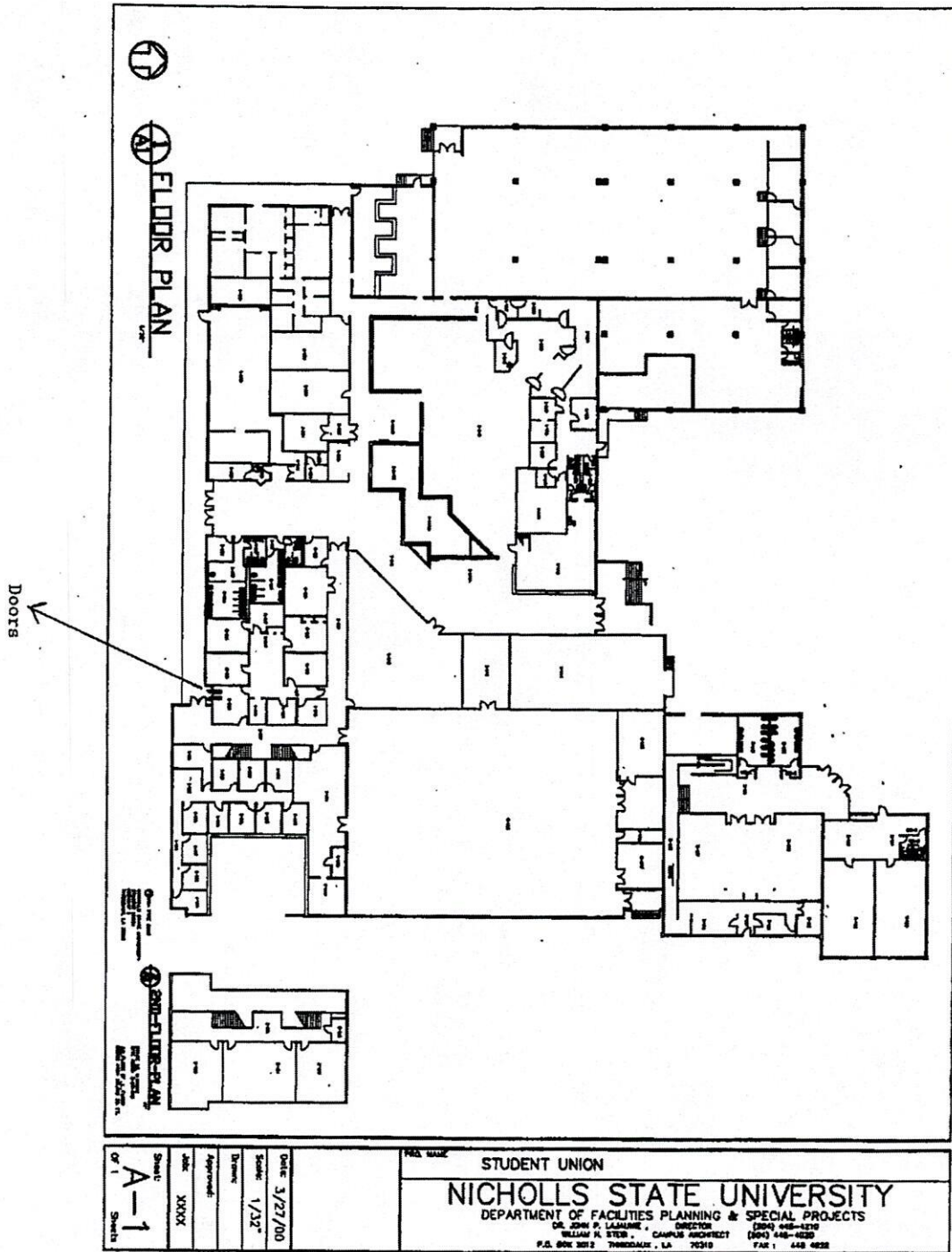
Appendix G – Dining Services Financial Information

	Meal Sales*	Catering**	Charge Meal Sales	Retail	Concessions
2013-2014	\$185,482.24	\$343,032.78	\$358,425.21	\$353,960.11	\$140,670.15
2014-2015	\$179,222.63	\$354,826.66	\$358,530.70	\$387,462.23	\$125,720.15
2015-2016	\$193,833.73	\$365,333.30	\$434,875.97	\$410,459.20	\$133,176.01
2016-2017	\$232,925.82	\$398,809.77	\$312,903.69	\$402,034.56	\$167,122.61
2017-2018	\$288,147.57	\$359,950.08	\$383,673.94	\$361,738.53	\$190,947.70
2018-2019	\$286,681.13	\$445,755.93	\$294,194.60	\$1,061,374.40	\$149,490.93
2019-2020	\$200,856.75	\$324,112.15	\$273,009.60	\$2,120,972.87	\$124,265.50
2020-2021	\$97,925.31	\$106,846.88	\$223,003.69	\$2,112,308.08	\$76,815.75
2021-2022	\$158,677.06	\$297,021.29	\$427,684.00	\$1,946,166.26	\$129,804.86
2022-2023	\$217,467.89	\$444,963.03	\$251,938.65	\$1,367,944.48	\$111,102.90

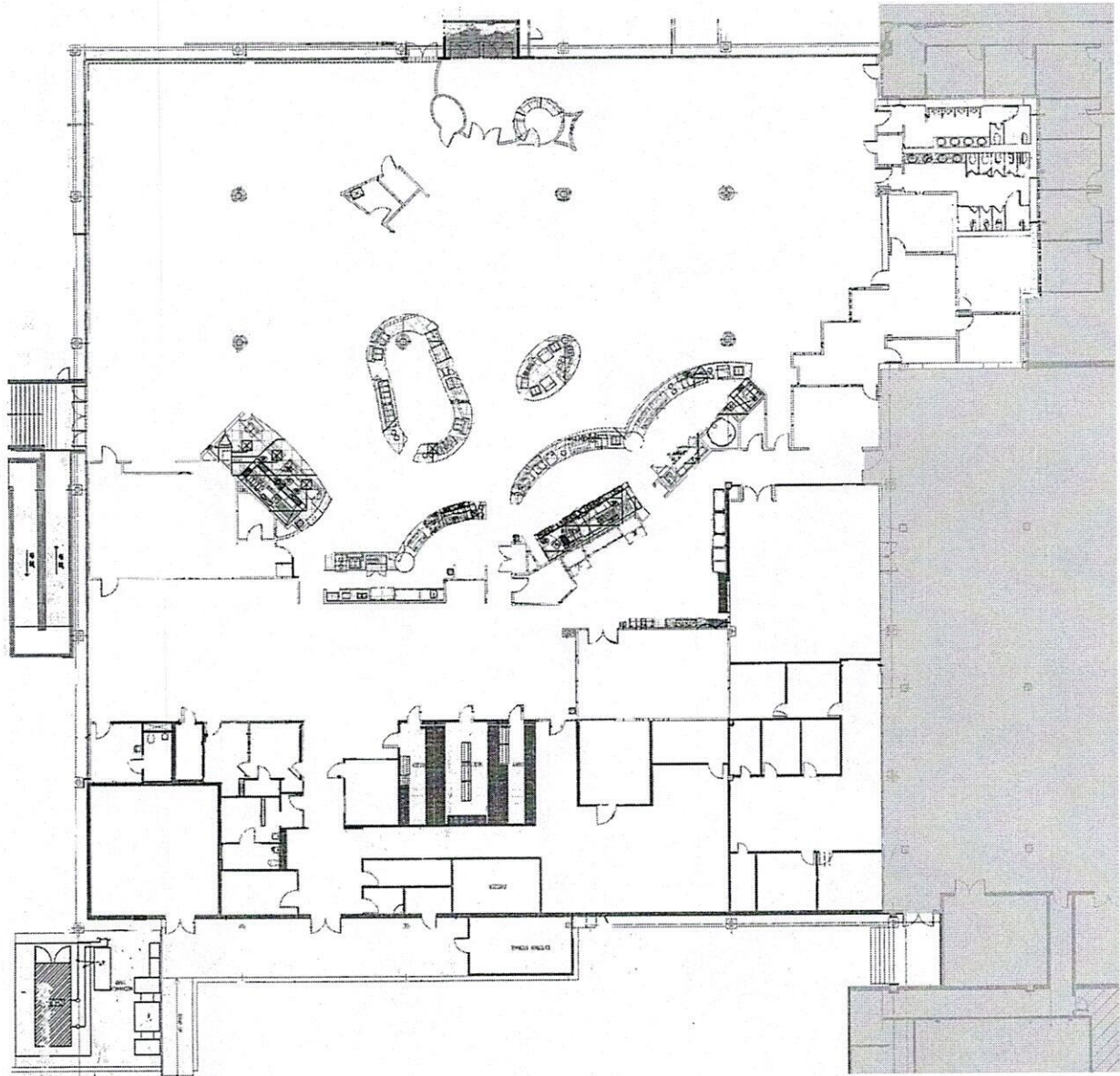
* Meal Plans include Cash Sales & Commuter Plans & Munch Plus Sold & Colonel Cash Billed on usage

** Catering includes Food, Beverage & Cash Bar

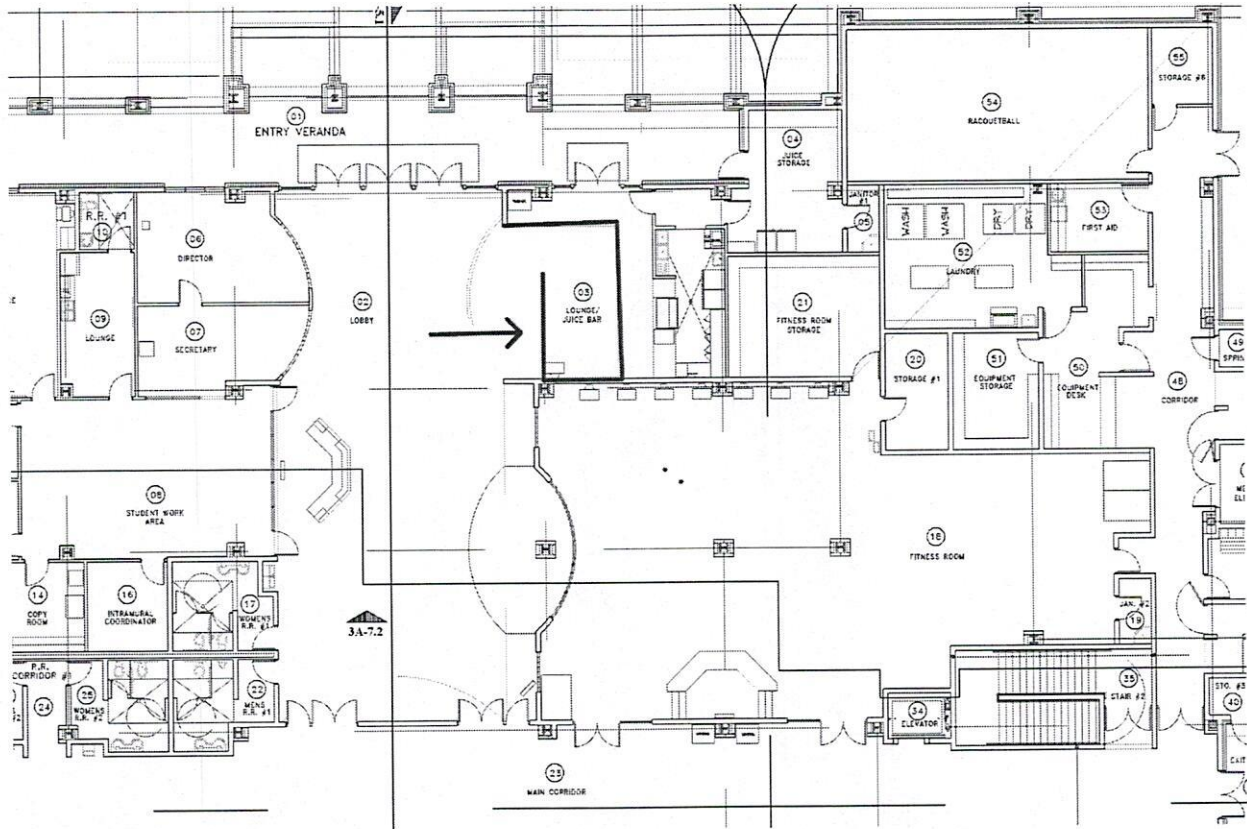
Appendix H – Dining Services Square Footage



Student Union

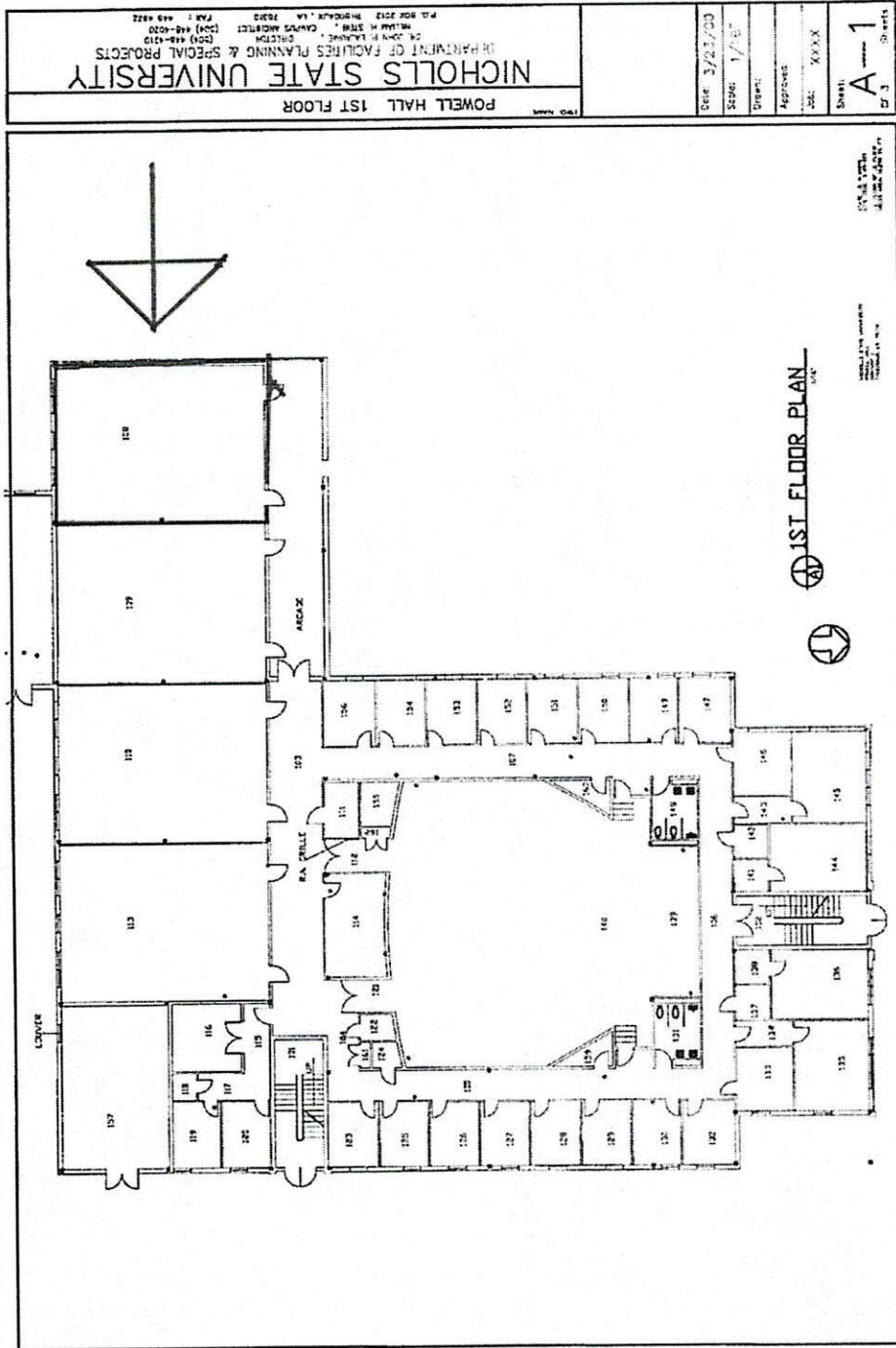


Galliano Dining Hall



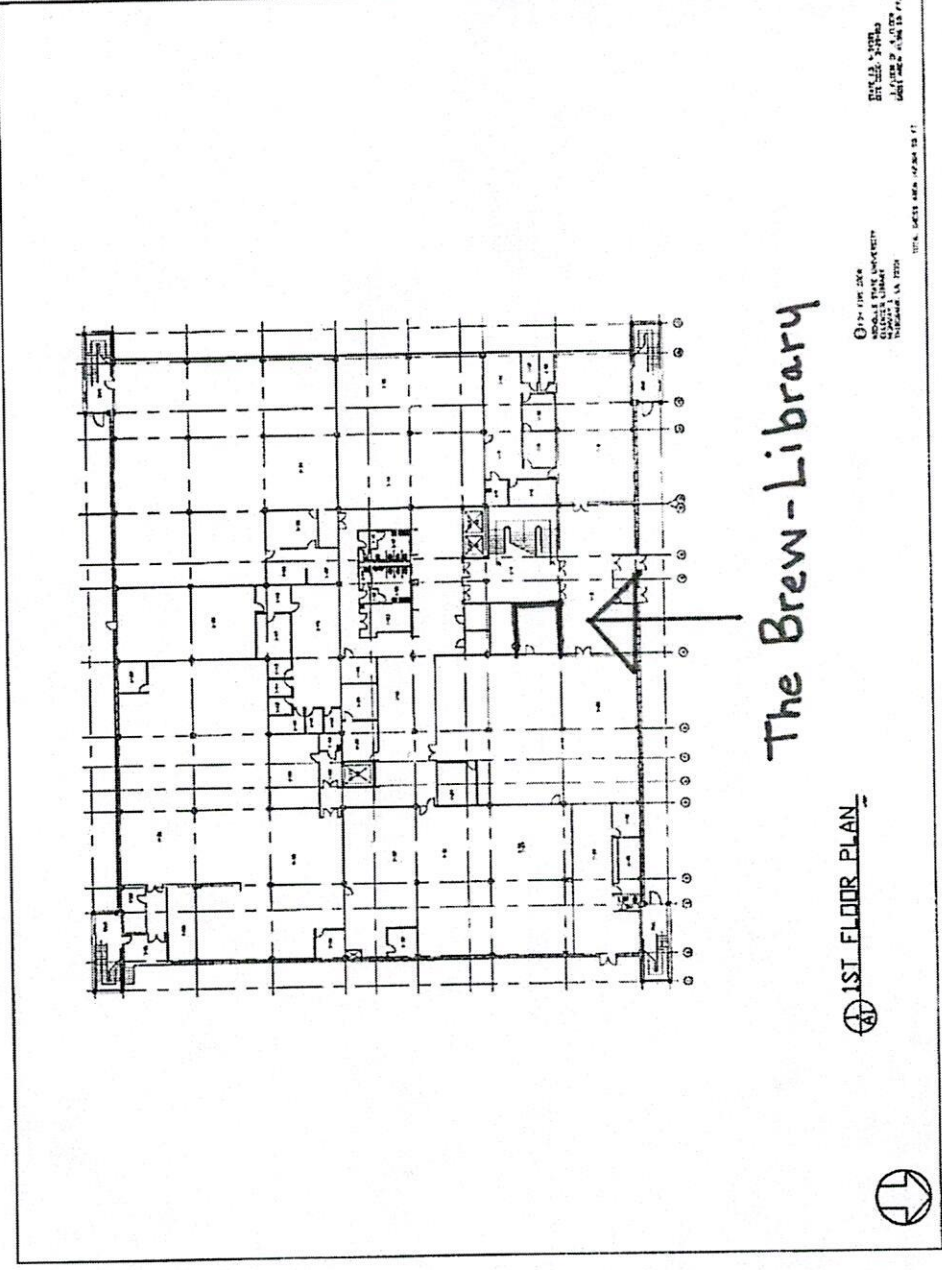
Geaux Nutrition – Rec Center

Colonel Cafe - White Hall



NICHOLLS STATE UNIVERSITY DEPARTMENT OF FACILITIES PLANNING & SPECIAL PROJECTS 24 JOHN P. LAMAR BLVD. EASTMAN CAMPUS CENTER WELLSVILLE, TN 37395 P.O. BOX 2012 BRIDGEMAN, TN 37020 FAX: 615-448-4322		Date: 3/23/03 Scale: 1/8" Drawn: Approves: Job: XXXX Sheet: A-1 of 3 Sheets
POWELL HALL 1ST FLOOR		

ELLENDER LIBRARY (PRO NAME)		DATE: 3/22/00 SCALE: 1/32" DRAWN: APPROVED: JOB: XXXX	SHEET: A-1 OF 4 SHEETS
NICHOLLS STATE UNIVERSITY DEPARTMENT OF FACILITIES PLANNING & SPECIAL PROJECTS DR. JOHN R. SALTER, DIRECTOR 5200 N. STATE ST., CAMPUS ADDRESS MOBILE, AL 36688 TEL: 484-4222			



The Brew-Library

① 1ST FLOOR PLAN

012-116-206
 ARCHITECT
 NICHOLLS STATE UNIVERSITY
 MOBILE, AL 36688
 TEL: 484-4222



Appendix I – Utility Charges

Dining Services Utilities

Year	Gas	Electricity	Water	Sewerage
2013	\$6,780.33	\$35,797.92	\$2,728.79	\$3,219.45
2014	\$7,568.42	\$37,105.82	\$2,593.53	\$3,273.55
2015	\$7,020.11	\$36,641.09	\$2,552.27	\$3,559.66
2016	\$6,256.78	\$37,502.19	\$2,562.53	\$3,944.97
2017	\$6,222.51	\$36,101.69	\$2,835.11	\$5,200.26
2018	\$6,755.29	\$36,936.69	\$2,606.63	\$6,520.70
2019	\$8,572.62	\$34,916.51	\$3,811.60	\$6,824.05
2020	\$6,778.86	\$36,522.12	\$3,247.74	\$6,162.76
2021	\$6,150.25	\$38,009.37	\$3,400.57	\$10,468.92
2022	\$6,912.23	\$38,046.16	\$2,977.15	\$6,455.48
2023	\$6,770.15	\$32,410.85	\$2,902.09	\$10,572.07

Appendix J- Marketing Survey Results

M2 KPI Details Hierarchy		Nicholls State University															
Semester: (10) Fall 2022 + 1 more filters																	
B2C - Details Hierarchy																	
Manager																	
Comparison - food and beverage																	
Fall 2022	Repondents	Overall Satisfaction	Variety	Availability of healthy options	Menu keeps pace with changing trends	Food appearance	Quality of food	To Go/Pick Up/Delivery	Value for Money	Menu meets needs							
Total	436	3.9	3.7	3.9	3.6	3.8	3.7	N/A	3.7	3.9							
Comparison - environment and your experience																	
Fall 2022	Dining Location hours	Clarity of signs	Availability of nutritional info	Theme Days	Atmosphere	Staff Friendliness	Service	Overall cleanliness	Means to report feedback	To go, pick up or delivery offerings	Online or mobile ordering	Interact and socialize with friends	Health and Safety	Relax by myself or socialize with others	Dining environment yields sense of belonging at this		
Total	3.7	4.1	3.9	4	4	4.4	4	4	3.7	3.8	3.1	4.3	4.1	4.8	3.9		
Comparison - future meal plan																	
Fall 2022	Renew meal plan	Upgrade meal plan	Continue to purchase food from this dining location	Visit more frequently	Visit other on-campus dining locations more often												
Total	3.8	2.6	4	3.3	3.6												
Overall satisfaction by trend																	
Semester	N	Score	Score														
Fall 2019	414	4.4	4.4														
Spring 2020	253	4.3	4.3														
Fall 2020	198	4.2	4.2														
Spring 2021	259	4	4														
Fall 2021	158	4.1	4.1														
Spring 2022	132	3.8	3.8														
Fall 2022	387	3.9	3.9														
Comparison - food and beverage																	
	Respondents	Overall satisfaction	Variety	Availability of healthy options	Menu keeps pace with changing trends	Food appearance	Quality of food	To go/Pick Up/Delivery	Value for money	Menu meets needs							
Semester Total	1983	4.1	3.8	4	3.8	4	4	4.5	3.9	3.9							
Fall 2022	436	3.9	3.7	3.9	3.6	3.8	3.7	N/A	3.7	3.9							
Spring 2022	143	3.8	3.6	3.8	3.6	3.6	3.6	5	3.6	3.8							
Fall 2021	180	4.1	3.9	4.1	3.8	3.9	3.8	5	3.9	4.1							
Spring 2021	314	4	3.8	4	3.9	4.1	4.1	N/A	3.8	N/A							
Fall 2020	230	4.2	4	4.2	4.2	4.3	4.2	N/A	4.1	N/A							
Spring 2020	257	4.3	4.1	4.1	N/A	4.2	4.2	4.6	4	N/A							
Comparison - environment and your experience																	
Fall 2022	Respondents	Overall satisfaction	Dining location hours	Clarity of signs	Availability of nutritional info	Theme days	Atmosphere	Staff friendliness	Service speed	Overall cleanliness	Means to report feedback	To go, pick up or delivery offerings	Online or mobile ordering experience	Interact and socialize with students	Health and safety	Relax by myself or socialize with others	Dining environment yields sense of belonging
Total	436	3.9	3.7	4.1	3.9	4	4	4.4	4	4	3.7	3.8	3.1	4.3	4.1	4.8	3.9
Comparison - future meal plan																	
Fall 2022	Respondents	Overall satisfaction	Renew meal plan	Upgrade meal plan	Continue to purchase food from this dining location	Visit more frequently	Visit other campus dining locations more often										
Total	436	3.9	3.8	2.6	4	3.3	3.6										

Appendix K – Insurance and Indemnification

INSURANCE AND IDEMNIFICATION

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMITS OF INSURANCE

Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

The insurer shall agree to waive all rights of subrogation against the University, its officers, officials, employees and volunteers for losses arising from work performed by the Lessee for the University.

Comprehensive General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

The policies are to contain, or be endorsed to contain, that the University, its officers, officials, employees, boards and commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by and on behalf of the Lessee; products and completed operations of the Lessee, premises owned, occupied or used by the Lessee.

Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.

The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract and the Lessee does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

An Umbrella Policy may be used to meet minimum requirements.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written has been given to the University.

Any deductibles or self-insured retentions must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University, its officers, officials, employees and volunteers; or the Lessee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.