REQUEST FOR PROPOSAL
FOR LEASE OF FOOD SERVICE FACILITIES & OPERATION OF DINING SERVICES ON NORTHWESTERN STATE UNIVERSITY CAMPUS AND MASTERS SERVICES AGREEMENT WITH UNIVERSITY OF LOUISIANA SYSTEM

Solicitation Number: **RFP 27-0001**

Proposal Opening Date: **Thursday, February 4th, 2027**

Proposal Opening Time: **2:00PM Central Standard Time**

State of Louisiana
Northwestern State University
University of Louisiana System

November 16th, 2026

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Request for Proposal for Lease of Food Services

Part I: Administrative and General Information

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1595 from qualified Proposers who are interested in providing full lease of the Food Services Operations at Northwestern State University, and/or a master services agreement with the University of Louisiana System for the operation of food services across its eight (8) member institutions.

1.2 Goals and Objectives

This Request for Proposal (RFP) sets forth the specifications and requirements of Northwestern State University (hereinafter referred to as the "University") for full lease of the Food Services Operations at Northwestern State University. Alternate bid information specific to the master services agreement should be marked, labeled and identified as “System”, “Master Services Agreement”, or “MSA”.

1.3 Term of Contract

The term of any contract resulting from this solicitation shall be for an initial period of 120 months to begin on or about August 4, 2027 and to end August 3, 2037, unless otherwise terminated in accordance with the termination provisions of the Contract. At the option of the State of Louisiana and acceptance of the Contractor, the contract may be extended for 120 additional 12-month periods at the same prices, terms, and conditions. Total contract time may not exceed 240 months.

1.4 Definitions

A. Award – The issuance of a “Notice of Intent to Award” letter to one or more successful Proposers.

B. Can – The term denotes a permissible action.

C. Contract – A legal binding agreement between the State and the awarded Contractor(s).

D. Day – A calendar day, unless explicitly identified otherwise.

E. Deliverable – A good, product, service, solution, result, labor, or other effort being sought through this RFP.

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

G. LaPAC – The Louisiana Procurement and Contract Network

H. Lessee- Any person having a contract with governmental body, Proposer.

I. May - The term denotes an advisory or permissible action per La. R.S. 39:1556(34).

J. Must - The term denotes mandatory requirements.

K. Proposal – A submission by the Proposer to enter into a Contract with the State to supply and support the products and/or services described, in accordance with the RFP specifications.

L. Proposer – A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.

M. RFP – Request for Proposals, including all attachments and exhibits and any information posted by the State to the LaPAC website, as amended.

N. Shall – The term denotes mandatory requirements per La. R.S. 39:1556(53).

O. Should – The term denotes a desirable action.

P. State- The State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.

Q. Will – Denotes a mandatory requirement.

1.5 Acronyms

A. DOA – Division of Administration

B. OSP – Office of State Procurement

C. NSU – Northwestern State University

D. ULS – Boad of Supervisors for the University of Louisiana System

E. MSA – Master Service Agreement

1.6 Schedule of Events
Date and Time (CT)

Event	Date	Time (CT)
RFP posted to LaPAC and Blackout Period begins	At least 30 days prior to the last day that proposals will be accepted	November 16th, 2026
Pre-Proposal Conference (required) *	10-14 days after RFP mailed	December 7th, 2026
Deadline to receive written inquiries	7-10 days after Pre- proposal Conference	January 1st, 2027
Deadline to answer written inquiries	14 days after inquiry deadline	January 11th, 2027
Proposal Opening Date (Proposal Submission Deadline)	21 days after mailing responses to inquiries	February 4th, 2027

Note: Northwestern State University reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible Proposers.

1.7 Proposal Submittal

This RFP is available in electronic form at the LaPAC website. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with Northwestern State University. Contact information for the RFP Contracting Officer is provided in **Section 1.14 Proposer Inquiry Periods** of this RFP.

It is the Proposer's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. Northwestern State University is not responsible for a Proposer's failure to download any addenda documents required to submit a response to this Request for Proposal.

Proposals may be delivered by hand or courier service to Northwestern State University physical location at:

Ashlee Grayson
Director Purchasing
Northwestern State University
Natchitoches, LA 71497
graysona@nsula.edu

All proposals should be sealed and unopened.

Important - Clearly mark outside of envelope, box or package with the following information and format:

- Proposal Name: Lease of Food Service Facilities & Operation of Dining Services
- File Number: and Solicitation Number: RFP 27-0001
- Proposal Opening Date and Time: February 4th, 2027, 2:00PM (CST)

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to Northwestern State University physical location. Northwestern State 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's opening date and time shall result in rejection of the proposal.

All proposals shall be received by Northwestern State University no later than the date and time shown in Section 1.6 Schedule of Events of this RFP

Note: Fax, Email, or any other electronic submissions are not acceptable.

Proposals shall be opened publicly at the physical location identified above and only the name of the Proposers submitting proposals shall be identified aloud. No other information contained in the proposal shall be released or disclosed.

1.8 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

A. **Cover Letter:** The cover letter should be submitted on the Proposer's official business letterhead and should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

   Attention: Please indicate in the Cover Letter which of the following applies to the signer of the proposal. Evidence of signature authority shall be provided upon the State's request.

   1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Louisiana Secretary of State **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Office of State Procurement before the Contract award.**

2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents should be attached to the Cover Letter.**

3. The Proposer has filed with the Louisiana Secretary of State an affidavit **or** resolution **or** other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to Northwestern State University before contract award.**

4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with Northwestern State University.

The cover letter should also:

- Identify the submitting Proposer and provide their federal tax identification number;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer; and
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

B. Table of Contents: Organized in the order cited in the format contained herein.

C. Proposer Qualifications and Experience: History and background of the Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, volume of merchants, etc.

D. Proposed Solution/Technical Response: Illustrate and describe the proposed technical solution and compliance with this RFP's requirements. The Proposer's proposal response should give detailed responses to all the requirements and not just include a response of Yes and/or No.

E. Project Schedule: Detailed schedule of implementation plan for pilot (if applicable) and full statewide or agency implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.

F. Financial Proposal: Proposers shall submit a complete financial proposal including amount of lease payment and investment in leased premises to the University as well as proposed cost schedule of meal plans. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with NSU.

The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as “FINANCIAL PROPOSAL”.

1.9 Number of Response Copies

Each Proposer shall submit one signed original proposal.

Each Proposer should submit the following:

- One redacted copy of the proposal, if applicable (See **Section 1.11 Confidential Information, Trade Secrets, and Proprietary Information** of this RFP).

- One “searchable” electronic copy of the proposal on two separate USB flash drives. The searchable electronic copy should be provided as one file.

The Proposer shall be responsible for duplicating and retaining any proposal forms and responses for personal record.

1.10 Legibility/Clarity

Responses to the requirements of this RFP in the formats 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 this RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.11 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. **The Financial 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 purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. 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 further clarification.

The Proposer shall 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 the 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 contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, Northwestern State University *shall have the right to use or disclose the data therein to the extent provided in the Contract. This restriction does not limit* Northwestern State 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". Notwithstanding, should any materials be required to be released under the Louisiana Public Records Review law, there would be no breach.

If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep the information confidential is waived.

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Proposer agrees to indemnify and defend (including attorney's fees) the Northwestern State University and hold the Northwestern State University harmless against all actions or court proceedings that may ensue which seek to order Northwestern State University to disclose the information.

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

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

1.12 Pre-Proposal Conference

A Pre-Proposal Conference will be held at **(December 7, 2026 1:30 p.m. St. Denis Hall Conference Room)**. Prospective Proposers may participate in the conference to obtain clarification of the requirements of this RFP and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one duly authorized representative attend the Pre-Proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the Northwestern State University will be stated in writing in response to written questions via an addendum to this RFP.

1.13 Mandatory Site Visit

Proposers must inspect the lease premises and inventory prior to or in conjunction with the Pre-Proposal Conference. Ongoing operations with the current vendor will occur during the RFP process; Site visits after the pre-proposal conference are not guaranteed. Site visit will only be part of the University specific response, and not a part of the MSA response, if proposers choose to submit.

1.14 Proposer Inquiry Periods

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

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant section of this RFP (even if an answer has already been given to an oral question during the Pre-Proposal Conference).

All inquiries must be received by the Inquiry Deadline date set forth in **Section 1.6 Schedule of Events** of this RFP. Only those inquiries received by the established deadline shall be considered by Northwestern State University. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this RFP shall be delivered to the Northwestern State University's contact person for this RFP, *Ashlee Grayson,* by mail, express courier, e-mail, hand to:

Ashlee Grayson
Director of Purchasing
Northwestern State University
St. Denis Hall/Business Affairs Office
200 Sam Sibley Dr.
Natchitoches, LA 71497
E-Mail: graysona@nsula.edu

Only the person identified above, or their designee has the authority to officially respond to Proposer's questions on behalf of the Northwestern State University. Any communications from any other individuals are not binding to the Northwestern State University.

An addendum will be issued and posted at the Office of State Procurement LaPAC website, to address all inquiries received and any other changes or clarifications to this RFP. Thereafter, all RFP documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum.

No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any Northwestern State University employee or Northwestern State University consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Northwestern State University is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website. In that LaPAC provides an immediate e-mail notification to subscribe to Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.
To receive e-mail notification, Vendors/Proposers must register in the LaGov portal.

Help scripts are available on OSP website under Vendor Resources.

1.15 Errors and Omissions in Proposal

Northwestern State University or the University of Louisiana System will not be liable for any errors or omissions in the proposal. The Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following conditions: Northwestern State University reserves the right to make corrections or clarifications due to patent errors identified in proposals by Northwestern State University or the Proposer. Northwestern State University, at its option, has the right to request clarification or additional information from the Proposer.

1.16 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 the Treasurer of the State of Louisiana, in the amount of the minimum annual rental guarantee of Twenty-Five Thousand Dollars ($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 policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

Proposal Guarantees shall be subject to forfeiture for failure on the part of the selected Proposer to execute a contract within 45 days after such contract is submitted to Proposer in conformance with the terms, conditions, and specifications of this RFP.

Proposal Guarantees in the form of a check or money order shall be returned upon the award of a Contract or upon rejection of all proposals.

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.

1.17 Performance Bond

The successful Proposer shall be required to provide a Performance (Surety) Bond in the amount of Six Hundred Fifty - Thousand dollars ($650,000) to insure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and Northwestern State University. Any Performance Bond furnished 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 10% of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a Performance Bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of 10% of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15% of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

The Performance Bond is to be provided within 10 working days from request. Failure to provide within the time specified may cause your offer to be rejected.

In addition, any Performance Bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

1.18 Fidelity Bond Requirements

The lessee shall be required to provide a Fidelity Bond in the amount of $1,000,000 to protect the State from loss resulting from acts of crime or fraud perpetrated either by the

lessee, its agents or sublessees or against the lessee, its agents or sublessees. Northwestern State University shall be the named beneficiary.

The Fidelity Bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. This bond will be required prior to execution of the lease.

1.19 Changes, Addenda, Withdrawals

Northwestern State University reserves the right to change the Schedule of Events or issue Addenda to this RFP at any time. Northwestern State University also reserves the right to cancel or reissue this RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening date and time, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

1.20 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal opening date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Director of Purchasing, NSU identified in **Section 1.14 Proposer Inquiry Periods** of this RFP.

1.21 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by Northwestern State University pursuant to this RFP.

1.22 Waiver of Administrative Informalities

Northwestern State University reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.23 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by Northwestern State University or the University of Louisiana System to award a contract. Northwestern State University and the University of Louisiana System reserve the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of Northwestern State University to do so. Further, Northwestern State University or the University of Louisiana System reserve the right to cancel or decline to enter into a contract for lease and operations of food services with Northwestern State or master services agreement with the University of Louisiana System with the successful Proposer at any time after the award is made and before the contract receives final approval from Northwestern State University and/or the University of Louisiana System.

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the Contract to, a business in which any individual with an ownership interest of 5% or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a Contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with Northwestern State University.

1.24 Ownership of Proposal

All materials submitted in response to this RFP will become the property of Northwestern State University and the University of Louisiana System. Selection or rejection of a proposal does not affect this right. All proposals submitted will be retained by Northwestern State University and/or the University of Louisiana System, and not returned to the Proposers. Any copyrighted materials in the response are not transferred to Northwestern State University or the University of Louisiana System.

1.25 Cost of Offer Preparation

Northwestern State University or the University of Louisiana System is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by Northwestern State University or the University of Louisiana System.

1.26 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to Taxes, Assignment of Contract, Audit of Records, EEOC and ADA Compliance, Record Retention, Content of Contract/Order of Precedence, Contract Changes, Governing Law, Claims or Controversies, and Termination for Non-Appropriation of Funds.

1.27 Taxes

Any taxes, other than State and local sales and use taxes, from which Northwestern State University and the University of Louisiana System are exempt, shall be assumed to be included within the Proposer's cost.

1.28 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response.

However, Northwestern State University and/or the University of Louisiana System reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.29 Prime Lessee Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. Northwestern State University shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

1.30 Use of Sublessees

Each lessee shall serve as the single prime lessee for all work performed pursuant to its Contract. That prime lessee shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime lessee acknowledges total responsibility for the entire Contract.

If it becomes necessary for the prime lessee to use sublessees, Northwestern State University urges the prime lessee to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any sublessee used by the prime lessee should be identified to Northwestern State University's Project Manager.

Information required of the prime lessee under the terms of this RFP, is also required for each sublessee and the sublessees must agree to be bound by the terms of the Contract. The prime lessee shall assume total responsibility for compliance.

1.31 Written or Oral Discussions/Presentations

Northwestern State University and on behalf of the University of Louisiana System, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide a written or oral discussion or presentation of how they propose to meet Northwestern State University objectives; however, Northwestern State University reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made by the Proposer during these discussions, if conducted, may become formally recorded in the final Contract.

Written or oral discussions or presentations for clarification may be conducted to enhance Northwestern State University understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

1.32 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a Contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

1.33 Cancellation of RFP or Rejection of Proposals

NSU reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the State to do so.

1.34 Evaluation and Selection

(A.) **University Related Services**. All responses received as a result of this RFP are subject to evaluation by Northwestern State University Evaluation Committee for the purpose of selecting the Proposer most advantageous to Northwestern State University with whom NSU shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected by Northwestern State University. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to Northwestern State University Procurement Office for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the Northwestern State University, price and other factors considered.

The committee may reject any or all proposals if it is considered in the best interest of the Northwestern State University.

(B.) **Master Services**. The MSA may be proposed as separate and/or alternative to the RFP by University for lease and operations of food services and dining facilities. The MSA responses received as a result of this RFP are subject to evaluation by University of Louisiana System in conjunction with the Northwestern State University Evaluation Committee for the purpose of selecting the Proposer most advantageous the member institutions of the System. If Proposer is selected an order services form will be required with each institution detailing specific services and needs for that institution.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected by the University of Louisiana System. A consensus-based evaluation process shall be used to evaluate responses, specific to only for the MSA. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to University of Louisiana System for the responsible Proposer whose proposal, conforming to the RFP's MSA elements and requirements, will be the most advantageous to the System and its eight (8) member institutions, price and other factors considered.

The committee may reject any or all proposals if it is considered in the best interest of the University of Louisiana System, as to the MSA only.

1.35 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in the Louisiana Administrative Code, Title 34, Part V. Northwestern State University must find that the selected Proposer:

1. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
2. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
3. Is able to comply with the proposed or required time of delivery or performance schedule;
4. Has a satisfactory record of integrity, judgment, and performance; and
5. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

1.36 Lease Negotiations

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most advantageous to Northwestern State University needs, price and other evaluation factors set forth in this RFP considered, does not agree to a Contract, that proposal shall be rejected and Northwestern State University may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost-effective pricing available from the Proposers.

1.37 Lease Award and Execution

Northwestern State University reserves the right to enter into a lease without further discussion of the Proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Proposer will become part of any Contract initiated by Northwestern State University. Final lease/contract terms and conditions will be negotiated before a final contract is executed.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, Northwestern State University may elect to cancel the award and award the contract to the next most advantageous responsible Proposer.

Award shall be made to the Proposer with the highest score, whose proposal, conforming to this RFP, will be the most advantageous to Northwestern State University, price and other factors considered.

Northwestern State University intends to award to a single Proposer.

1.38 Notice of Intent to Award

Upon review and approval of the evaluation committee's and agency's recommendation for award, Northwestern State University Procurement Office will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract.

Northwestern State University Procurement Office will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to Northwestern State University Director of Procurement, within 14 days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

1.39 Insurance Requirements

The Contractor shall furnish the Northwestern State University with Certificates of Insurance (COI) effecting coverage(s) required by this RFP in accordance with **Attachment "A" Insurance Requirements for Contractors**. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by Northwestern State University before work commences. Northwestern State University reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in **Attachment "A" Insurance Requirements for Contractors** for the full term of the Contract. Failure to comply shall be grounds for termination of the Contract. NSU reserves the right to require complete certified copies of all required policies, at any time. The certificates must include NSU and the ULS system as additional insured.

The Contractor shall maintain insurance policies with an agency that is acceptable to the University that has an "A" rating in the last printing of the A.M. Best, Inc. publication

and that is licensed to do business in all states. At a minimum, the contractor must maintain insurance of the following types and in the following amounts provide proof of such coverage immediately upon notification of award and on an annual basis and maintain such coverage throughout the term of the lease and any renewal or extension thereof:

A. General Liability Insurance - $2,000,000 aggregate, $1,000,000 each occurrence
B. Excess Liability Insurance - $5,000,000 aggregate, $5,000,000 each occurrence
C. Errors and Omissions (Professional Liability) - $1,000,000
D. Employee Fidelity Bond - $1,000,000

1.40 Liability and Indemnification

1.40.1 Contractor Liability

The Contractor shall be liable without limitation to Northwestern State University for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of the Contractor, its owners, agents, employees, partners or subcontractors.

1.40.2 Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. Northwestern State University shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under the Contract.

1.40.3 Indemnification

Contractor shall fully indemnify and hold harmless Northwestern State University, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of the Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from Northwestern State University act or failure to act.

1.40.4 Intellectual Property Indemnification

The Contractor shall fully indemnify and hold harmless Northwestern State University, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other

liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by Northwestern State University.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Northwestern State University the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide Northwestern State University monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon Northwestern State University's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by the Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

1.40.5 Limitations of Liability

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall Northwestern State University be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

1.40.6 Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of the Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against Northwestern State University, then, upon notice to the Contractor, Northwestern State University may pursue all remedies available to it at law or

equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

1.41 Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against Northwestern State University, alleged to arise out of or be related to the Contract, the Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. Northwestern State University may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. The Contractor shall obtain Northwestern State University's written consent before entering into any settlement or dismissal.

1.42 Payment for Lease

See Part IV Financial Proposal.

1.42.1 Payment for Services

The Contractor may invoice Northwestern State University monthly at the billing address designated by Northwestern State University. Payments will be made by Northwestern State University within approximately 30 days after receipt of a properly executed invoice, and approval by Northwestern State University. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.42.2 Late Payments

Interest due by Northwestern State University for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

1.42.3 Electronic Vendor Payment Solutions

The prevailing proposer shall utilize electronic banking and ACH solutions in accordance with university standards, policies and procedures.

1.42.4 Prohibition Against Advance Payments

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law or otherwise stated herein.

1.43 Termination

Northwestern State University has the right to terminate the Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) the Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with Northwestern State University; (c) conflict of contract provisions with

constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of Northwestern State University; (e) the Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

1.43.1 Termination of the Contract for Cause

Northwestern State University may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the Contract, provided that Northwestern State University shall give the Contractor written notice specifying the Contractor's failure. If within 30 days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in 30 days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then Northwestern State University may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice.

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

1.43.2 Termination of the Contract for Convenience

Northwestern State University may terminate the Contract for convenience at any time (1) by giving 30 days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. Northwestern State University shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

1.43.3 Termination for Non-Appropriation of Funds

The continuance of the Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.44 Assignment

The Contractor shall not assign any interest in the Contract by assignment, transfer, or novation, without prior written consent of the Director of Purchasing, NSU. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Director of Purchasing, NSU.

1.45 No Guarantee of Quantities

The quantities referenced in this RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by Northwestern State University to increase or decrease the amount at the unit price stated in the proposal.

NSU obligates neither itself to lease for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriate funds.

1.46 Audit of Records

The NSU Chief Financial Officer or his designee, state legislative auditor, federal auditors and internal auditors of Northwestern State University, and the University of Louisiana System shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five years from the date after project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.47 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Contractor agrees not to discriminate in its employment practices and will render services under the Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the Contract.

1.48 Record Retention

The Contractor shall maintain all records in relation to the Contract for a period of at least five years after final payment.

1.49 Record Ownership

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

1.50 Content of Contract/ Order of Precedence

In the event of an inconsistency between the Contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final Contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.51 Contract Changes

No additional changes, enhancements, or modifications to any Contract resulting from this RFP shall be made without the prior written approval of ULS Board of Supervisors.

Changes to the Contract include any change in compensation; investment in leased facilities; beginning/ending date of the Contract; scope of work but not including specific meal plans; and/or Contractor change through the Assignment of lease process. Any such changes, once approved, will result in the issuance of an amendment to the Contract.

Additional lease payments and or investments in university facilities may be permitted if consistent with Louisiana law as additional inducements for extending the lease during the variable lease extension period.

1.52 Substitution of Personnel

NSU intends to include in any lease resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the Lease, the Contractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to NSU for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

Northwestern State University shall reserve the right to require removal and replacement of any contract personnel whose performance it considered unacceptable.

1.53 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; Purchasing Rules and Regulations; Executive Orders; Standard Terms and Conditions; Special Terms and Conditions; and specifications listed in this RFP. Venue of any action brought with regard to all activities associated with this RFP process shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.54 Claims or Controversies

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, La. R.S. 39:1671-1673.

1.55 Proposer's Certification of No Federal Suspension or Debarment

By signing and submitting any proposal for $25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the sam.gov website.

1.55.1 Proposer's Eligibility

A statement of the Proposer's involvement in litigation and any suspension or debarment proceedings which could affect this work shall also be included in the Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental body or governmental entity. If no such litigation, suspension or debarment exists, the Proposer shall so state.

1.55.2 Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

1.56 Anti-Kickback Clause

Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited

from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

1.57 Clean Air Act

Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

1.58 Energy Policy and Conservation Act

Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

1.59 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with federal statutes required in the Anti-Lobbying Act and the Debarment Act.

1.60 Warranties

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the Scope of Work/Services.

Contractor further warrants that it has the right to provide and or license its product to Northwestern State University and that it will operate in accordance with this RFP. In the event of a material failure of the Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of the Contract that results in the termination of the Contract for cause by the Northwestern State University, Northwestern State University will not be obligated to compensate the Contractor of any costs incurred by Contractor.

1.61 Code of Ethics

Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

1.62 Proposer's Cooperation

Any Proposer has the duty to fully cooperate with Northwestern State University and provide any and all requested information, documentation, etc. to Northwestern State

University when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede Northwestern State University's right to audit or to withhold Northwestern State University owned documents.

1.63 Security

Contractor's personnel shall comply with all security regulations in effect at Northwestern State University's premises, the Information Security Policy and externally for materials and property belonging to Northwestern State University or to the project. Where special security precautions are warranted (e.g., correctional facilities), the Northwestern State University shall provide such procedures to the Contractor, accordingly. The Contractor is responsible for promptly reporting to the State any known breach of security, no later than 24 hours after confirmation of the event. Notify the Information Security Team ("IST") by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov.

1.64 Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, the following applies to any Proposal with a value of $100,000 or more and to Proposers with five or more employees:

By submitting a response to this RFP, the Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the RFP, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel.

The Proposer has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Northwestern State University reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

1.65 Prohibition of Companies That Discriminate Against Firearm and Ammunition industries

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of $100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely

on the entities or association's status as a firearm entity or firearm trade association;

2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

1.66 Key Internal Control Outsourcing

Northwestern State University will require the Contractor and/or subcontractors, if performing a key internal control, to provide some form of assurances that internal controls over the process being administered by the Contractor for Northwestern State University is operating properly.

The assurances provided by the Contractor may be in the form of SOC I and/or type II reports resulting from independent SSAE 18 engagement of internal controls, quality assurance reports, or other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation.

If an SSAE 18 review is required, the audit firm will conduct tests of the Contractor's activities and render an independent opinion on the operating effectiveness of the controls and procedures.

Other forms of assurance may be required by Northwestern State University. The Contractor may be required to provide a quality control plan, such as third-party Quality Assurance (QA), Independent Verification and Validation (IV & V), or other internal project/program reviews or audits.

These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. If a SSAE 18 review or audit is required of the Contractor, an audit firm will submit to Northwestern State University and/or Contractor a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

Contractor shall supply Northwestern State University with an exact copy of the report within 30 calendar days of completion. When required by Northwestern State University, such audits may be performed annually during the term of the Contract. The Contractor shall agree to implement recommendations as suggested by the audits within three months of report issuance at no cost to Northwestern State University. The cost of the SSAE 18 engagement is to be borne by the Contractor, and it shall be included in the cost being proposed in response to this RFP.

1.67 E-Verify

The Contractor shall comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under the Contract.

1.68 Lessee Data

This data should be completed and returned with the Lessee's proposal:

Name of Lessee: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

FEI/FIN Number: _____

1.69 PROPOSAL CONFIRMATION

Each proposal must include the following, signed in **original ink,** by the signatory of the proposal:

_____certifies that the afore-mentioned company agrees to be
(Signature)

bound by the content of the proposal and agrees to comply with terms, conditions and provisions of the RFP and any addenda in the event of an award.

_____certifies that this proposal was not prepared or developed
(Signature)
using assistance or information illegally obtained.

_____ is solely responsible for this proposal meeting the
(Signature)
requirements of the Request for Proposal.

_____is solely responsible for its compliance with all
applicable (Signature)
laws and regulations to the preparation, submission, and contents of this proposal.

_____

Name and Title of Official – Please Print

All proposals must be considered valid until final lease award is made.

Part II: Requirements Section

2.1 Purpose & Scope of Lease

A. The State of Louisiana agency, Northwestern State University, hereinafter referred to as NSU or the University, through the Board of Supervisors for the University of Louisiana System is desirous of obtaining a lessee to operate the campus food service of Northwestern State University, Natchitoches, Louisiana.

The successful Lessee should provide the following minimum food service feeding programs, but in no way will the Lessee be limited if they desire to provide additional feeding plans or alter the existing framework.

Northwestern State University has an exclusive contract with Coca-Cola, and any proposal should intend to utilize said Coca-Cola products in conjunction with the university's agreement.

Current Meal Plans for AY 2026-2027

17 Meal Plan - $2,512.00 DEFAULT PLAN and all Freshman required.
1 meal per open meal period in Iberville Dining Hall (up to 17 meals per week) plus $350 in Declining Balance

5 MP Plus - $1,765.00
5 Meals per week in Iberville Dining Hall plus $575 in Declining Balance

Vic's Plan - $1,038.00
$1,000 in Declining Balance

Faculty/Staff/Commuter

2 MP Plus - $676.00
2 meals per week in Iberville plus $350 in Declining Balance

Vic's Commuter - $311.00
$311.40 Declining Balance

10 Meal Plan - $1,246.00
10 meals per week in Iberville Dining Hall

Summer Meal Plan Plus $548.00
50 Meals

Summer MP - $363.00
$363.30 in Declining Balance Default Plan
All plans do not include tax

Cash Sales: Lessee shall accept cash at point of sales in each dining service location.

Catering: Serving special functions not included in the regular dining operation. Such functions include, but are not limited to banquets, dinners, receptions, workshops, and conference meals requested by the University or outside groups approved by the University.

Catering services provided on the University campus shall be the exclusive right of the lessee excluding: Alumni Center, Innovation Park and Recreation Complex. Off Campus University sponsored events are not included in the lease.

Concessions: Proposer should include in their proposal a plan for the management and operation of concessions for athletic and special events. Plan should include a variety of signature and branded offerings, competitive pricing, mobile ordering, seat delivery, and perceived value.

Proposer should provide Refresh Funds to be used as mutually agreed by the parties for renovation, refreshment, or enhancements to all athletic facilities at concession stands. Improvements made with this funding should consist of movable and immovable improvements.

Proposer shall also provide as part of this RFP services for the benefit of NSU as requested by the President of NSU of a minimum of $20,000.00 per year and shall increase by $1,000 cumulatively each subsequent year for the duration of the contract. Any amount remaining unused at the end of any one-year period shall be carried forward and may be used in future periods. Any amount remaining at the end of this lease shall be paid to the University. Example – Year 2 = $21,000, Year 3, $22,000 and so forth.

Any Presidential function shall require the use of the appropriate utensils including silverware and China as befits the occasion. Plastic utensils shall not be used without the express permission of the President or his designee.

Proposer shall permit a committee of University Personnel appointed by the President to dine at least four times a semester in order to monitor food quality. The committee will make recommendations to the Proposer as needed.

Proposer should also provide pre-season based on fall semester report date (Late July or early August) meals for football, volleyball, and soccer for the benefit of the University up to (250) meals.

Proposer should provide a detailed plan of its concepts including graphics to support its proposal.

The University has several academic programs including hospitality, management, and tourism programs. The University is interested in proposals to aid these programs.

Proposer should include any exclusive agreements or concepts in its proposal, especially those of benefit to the academic programs of the University.
Proposer shall provide mobile catering capability accessible within the university building and campus grounds.

Proposer should include in its proposal a concept for a food court and/or branded concepts in the second-floor area of the Student Union with a remodel of the kitchen area included. The university also requests a concept proposal for the first floor of the student union (currently Steak N Shake).

Proposer should include in its proposal a concept for a branded concept at the present location of Chic-Fil-A located at the entrance to campus which is presently owned by the NSU Foundation. This proposal should include an annual rent payment no less than $50,000 and a commission of net sales of no less than 5% from the branded concept operation. This rent and commission structure would be payable to the NSU Foundation which presently owns the facility or to Northwestern State University should the NSU Foundation convey the property to NSU.

Proposer should include in its proposal a concept at the former location of Cafe DeMon in the Watson Library.

Proposer should maintain or enhance the existing grab-n-go nature of the Alost Hall dining area and communicate its plan of operations as part of this proposal.

Proposer is encouraged to identify other concepts or opportunities to construct facilities on campus to enhance the student experience, gameday experience, and to draw community and travelers to campus facilities for patronage.

Proposer is encouraged to identify concepts and retail structure of a restaurant/operation next to the Innovation Park future build site.

Proposer should describe in detail its commitment to operating hours with attention and detail given to branded concepts being open on game days, and during festivals and camps when both public and student populations are on campus for events.

Proposer should promote concepts that provide nutrition but also focus on variety and novelty of appealing options to students.

B. MSA Response. Alternative pricing, structure of plans should be considered based number on number of institutions. All other conditions specified in subsection A above should be considered in determining minimums applicable to operation of eight campuses food services and dining facilities with leases.

2.2 Location

A. University. The Lessee agrees that such items relative to the lease which are not herein covered may be added to the lease with the approval of the University, without voiding in any manner the provisions of the lease or the accepted proposal.

The conditions and obligations of the Lessee shall be applicable to dining services provided in various locations on the University Campus, including the leased facilities

under this document. The University shall permit the Lessee to use such spaces as necessary, as defined by the University, to carry out the requirements under the lease.

The Lessee shall furnish all food, beverages, supplies and equipment (above those provided by the University, Exhibit A and all management and labor necessary for the efficient, nutritional, sanitary aesthetically pleasing and ecologically sound operation of dining service.

The first and foremost goal is 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.

Lease Facilities:

1. **Iberville Dining Hall** - Dining Facility, located on the west side of the campus. Facility contains approximately 25,960 square feet with a serving capacity of 2600. The current layout is to facilitate the delivery of an all-you-can-eat board plan using a multi-concept food court with salad bar and dessert bar. Facility provides continuous service seven days per week.

2. **Student Union Dining Area** - Dining facility and retail areas located on second floor of Friedman Student Union. The area includes dining area, serving area, production area, and storage. Total area to be leased is approximately 9,186 square feet with a serving capacity of 400. The current layout is for a cafeteria style cash operation. Facility provides continuous service Monday through Friday.

3. **Student Union (Currently Steak N Shake)** - Dining facility on the first floor of Friedman Student Union. The area includes dining area, serving area, production area and storage. Total area to be leased is approximately 2,564 square feet with a serving capacity of 60. The University desires to have branded concepts operated 7 days a week from this facility.

4. **Shreveport area –** Currently a coffee shop and grab and go bar. Total to be leased is approximately 532 sq feet. The current layout is cash operations with minimal seating provided by the vendor.

5. **Alost Hall Information** – this area consists of a refrigerated section of grab and go items, a coffee machine with several options as well as storage. The approximate sq footage is 640 sq feet. NSU has provided seating in these areas.

6. **Current Chic-Fil-A location** at 912 University Parkway consisting of approximately two thousand five hundred (2,500) usable square feet. In section 53, please see minimum lease payment and commission structure.

7. **Convenience Store located in Iberville Dining Hall** - The area includes retail space and storage with approximately 841 square feet to be leased. Items to be sold are beverages, snacks, candies, gum, prepared foods and miscellaneous convenience items. Facility provides continuous service seven days per week.

8. **Student Union Office Suite -** Office facility located on the first floor of Friedman Student Union. The area includes a reception area and two offices. Total area to be leased is approximately 575 square feet.

9. **Concession Stands -** Concession stands located in Turpin Stadium, Prather Coliseum, Brown-Stroud Baseball, Softball, Soccer and Leon Johnson Track Complex. Total area to be leased is approximately 1,800 square feet.

B. Master Services Agreement. All factors identified above should be considered in the response to the MSA elements of this RFP.

2.3 Technical

- **Hours of Operation:**
    - Lessee shall maintain days and hours of operation that are established by the University. Any changes in established times of operation shall be by mutual agreement of the Lessee and the University.
- **Management Responsibilities of Lessee:**
    - Lessee will be responsible for the management of all dining service facilities it operates and services it provides.
    - Lessee shall employ full-time management in the facilities leased by the University and shall employ other management personnel as needed for the successful operation of the lease.
    - The management will be subject to interviews and approval by the University. This provision applies to replacement managers also.
    - A representative of the Lessee, other than the above managers, shall visit the facility at least quarterly and a representative of executive status shall be available to meet at such times and places as desired by the University to discuss problems and/or improvements needed in the Lessee management of the food service and its related operations.
- **Personnel:**

- Lessee is to provide sufficient staff to efficiently operate the food service and to fulfill all related responsibilities. All employees are subject to approval of the University.

- **Labor and Wage Requirement:**

  - Lessee is responsible for withholding state and federal income taxes and shall provide Workmen's Compensation Insurance for his employees. He shall also comply with all laws relating to employees such as wage and labor laws, safety and health requirements, and other applicable regulations.

- **Prices and Meal Plans:**

  - Specific meal plans and meal plan prices shall be established by the University through the budgeting process and are subject to ULS Board approval. The Lessee may submit a request to the University for price adjustments when justifiable.

  - Prices for cash sales, catering and concessions shall be competitive and comparable with prices charged by other vendors in the community.

- **Accounting Records:**

  - Lessee shall maintain such accounting records and books in connection with all operations under the lease, as may be satisfactory to the University. Lessee shall take all necessary precautions to ensure that all income is immediately recorded through cash registers of the type to be approved by the Chief Financial Officer.

  - Lessee shall establish adequate internal controls and determine at such frequent intervals as may be necessary that the controls are maintained.

  - Lessee shall provide the University financial statements audited by a certified public accountant and an annual report to have its representative (including the state auditor) audited by Lessee's books and records and obtain other desired information pertaining to the lease.

  - When requested by the University, the Lessee shall also furnish information as to costs of operation which may affect the maintaining of sale prices at a satisfactory level.

  - The records arising from the operation of the lease shall be retained by the Lessee for a period of three years following its termination of expiration date, unless permission to the contrary is given by the Chief Financial Officer of the University.

- **Existing Inventory:**
    - Lessee is allowed the use of the existing University inventory of dining service-related equipment and supplies in their performance of lease. Inventory will be taken prior to the commencement of the lease term to establish the equipment and supply items and levels. **Exhibit A**
    - Said inventory will be conducted by University and Lessee personnel to establish an agreed upon inventory.
    - Such inventory shall remain University property through the initial term of the lease.
    - At the conclusion of the lease, said inventory shall remain with the University; normal wear and tear accepted.
- **Equipment:**
    - Equipment to be provided by the University:
        - University will provide at its own expense, and the Lessee will be permitted to use the equipment listed in the existing inventory. **Exhibit A**
    - Ownership of existing equipment shall be vested with the University. No University owned equipment shall be removed from the premises for any purpose without the prior approval of the University.
    - Original equipment provided by the University includes major items currently used in the dining service operations. By mutual agreement between the University and the Lessee, the Lessee may provide any of his own equipment.
    - **Equipment to be provided by the Lessee:**
        - Lessee shall provide at their own expense any and all required equipment not provided by the University.
        - Ownership for such equipment shall be vested with the Lessee, unless ownership is transferred to the University.
    - **Equipment Records:**
        - The inventory list of the University-owned equipment shall be binding upon the parties.
        - Based thereon, the Lessee shall maintain current records of equipment furnished for his use, indicating the addition,

replacement and/or removal of university owned equipment in accordance with Louisiana Property Control regulations.

- This shall include the completion of an annual property inventory.

- **Final Disposition of Equipment:**

  - At the time of termination of the lease or extension thereof, or in the event of termination for cause, as described in the lease all University owned equipment or equipment purchased by the Lessee and ownership transferred to the University, shall be returned to the University in good condition; normal wear and tear excepted.

- **Minor Repairs to University-Owned Equipment:**

  - Minor repairs and maintenance of university-owned equipment utilized by the Lessee shall be borne by the Lessee.

- **Replacement and/or Major Repairs to University-Owned Equipment:**

  - Any equipment the Lessee deems no longer useful or practical shall be replaced by the Lessee at his expense and the ownership of the new equipment shall be retained by the University at the completing or termination of the lease.

  - All equipment and fixtures (excluding serving utensils and glassware) will remain the property of the University.

- **Facility Improvements:**

  - 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, renovation of existing facilities, and demolition of facilities, all which shall align with the previously stated goals of the lease.

The proposal should include all proposed financing or amortization 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.

- **Renovations, Remodeling, and Related Equipment and Furnishings:**

  - Lessee shall make investments in the renovation and/or improvements of the food service facilities under its supervision.

  - All construction will be the responsibility of the Lessee.

- All proposed facility improvement investments must be agreed upon and approved in writing by the University.

- All improvements made by the Lessee through these investments will become part of the facility and shall become part of the structure and therefore, ownership shalt transfer to the University at the completion or termination of the lease. Capital improvements for periods of lease extensions will be negotiated between the parties and must be approved by the Board in conjunction with the extension.

2.4 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Each Proposer should address how the firm will meet the following:

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

If a Proposer is not a certified Small Entrepreneurship as described herein, but plans to use certified Small Entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative Small Entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar or percentage value of each subcontract.

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

In RFP’s requiring the compliance of a good faith subcontracting plan, Northwestern State University may require the Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

In performing its evaluation of proposals, Northwestern State University reserves the right to require a non-certified Proposer to provide documentation and information

supporting a good faith subcontracting plan. Such proof may include contracts between the Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a Contract is awarded to a Proposer who proposed a good faith subcontracting plan, Northwestern State University, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit the Contractor to determine whether the Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by Northwestern State University, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the Contract award or the existing Contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.)* concerning the Veteran Initiative may be viewed online.

The statutes (La. R.S. 39:2001 *et. seq.)* concerning the Hudson Initiative may be viewed online.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed online.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System.

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal.

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

2.5 University Responsibilities

University will provide the previously identified facilities for the use of the Lessee to provide dining service for the University. It will also provide adequate ingress and egress, including a reasonable use of passageways and driveways. It will also provide heating, air conditioning, ventilation, lighting, and the utilities required for the provisions of such services

- Provide use of existing University inventory of food related equipment and supplies. (Inventory to be taken prior to commencement of Lease).

- Maintain and repair the building or facility structure including the maintenance of water, sewer, and electrical lines, existing ventilation facilities, electrical lighting fixtures, and heating and air conditioning.

- Provide keys to the leased facilities as deemed appropriate by Lessee and maintain current lock system. In the event of the loss of any keys, the Lessee shall reimburse the University as a whole or in part to correct any breach of security caused thereby. A list of employees having keys shall be submitted to the university.

- Provide regular waste pickup.

- University will not be liable to the Lessee for any loss, damage, cost, or expense which might result from the interruption of such services so long as the University undertakes to restore such services as promptly as possible following an interruption.

2.9 Meal Plan Collections

University agrees to act as an agent or mandatory for the Lessee in the sale of meal tickets. This sale constitutes a contractual agreement between the students and the Lessee. Financial Aid and other funds collected from students will first go to pay all University mandatory attendance and other related fees.

After these charges are satisfied, the University's system will then apply remaining funds in the following order: housing and outsourced residence hall apartment charges, meal plan balances, bookstore charges, then affiliated student organizational charges.

The collection terms of the contracted agreement between the University and Lessee are subject to change upon mutual agreement of both parties based on, but not limited to, required changes to University Policies and Procedures, State and Federal Law requirements and University collection agency contractual agreements.

University will employ personnel to handle the collection efforts for meal plan charges on behalf of the Lessee.

University allows students who do not have financial aid or enough financial aid to cover their balances to pay certain fees in installments which are inclusive of meal plan charges.

University will provide the Lessee with a monthly report showing all students with meal plans who are assigned to the Installment Plan and who are delinquent in paying their current due balances according to the Installment Plan due dates for the active semester.

Lessee will have the option to shut off these students' meal plans until the students become current with their balances due according to the University's Installment Plan Policy.

University will remit payment to the Lessee, the day before each University student account bill cycle, the amounts collected from students for meal plan charges from the preceding bill cycle.

The bill cycle and payment dates for each semester will vary in accordance with the University's academic calendar.
The Lessee will not be paid for meal plan assessments which have not been collected from students.

University shall make reasonable and customary efforts to collect from students, but it is not responsible nor indebted to the Food Service Provider for any amounts that are not collected.

University will, at the end of each semester, place transcript and registration holds on all student accounts with delinquent meal plan balances subject to limits allowable by laws and regulations.

University will submit all delinquent student account balances, including meal plan charges, for collection to ECSI, the University's billing and collections partner, for 90 days beginning the week after the last installment of the semester is due.

University places delinquent balances with the Louisiana Attorney General's office for collections approximately three years after charges are incurred. Any collections that are received by the University from collections will first go to pay all University mandatory attendance and other related fees.

After these charges are satisfied, the remaining funds will be applied in the following order: housing and outsourced residence hall apartment charges, meal plan balances and bookstore charges. Delinquent accounts remain in collections until paid in full, or 10 years, or the appropriate prescriptive period for educational debt in Louisiana as allowable by law.

For meal plan payments received through first placement collection efforts with the University's contracted billing agency, the University will net from remittance to the Lessee the cost of collections.

- First placement collection costs assessed to the Lessee will be based the total dollar amount of meal plan charges placed with the University's contracted collection agency as first time placements times the collection agency's first placement collection rate at June 30th of the previous fiscal year times the collection agency's contracted commission percentage in effect at the time the accounts are placed.

- This calculated amount will be deducted from the first remittance payment made to the Lessee immediately following the initial first placement of the delinquent accounts with the University's contracted collection agency.

- Lessee may at any time request copies of this calculation and back up for the netted assessment.

For meal plan payments received from the University's contracted collection agency through second placement collection efforts (accounts not collected within one fiscal year after initial placement), the University will net from remittances made to the Lessee the University's contracted collection agency's actual contracted commission percentage in effect at the time the collection is made.

University accepts credit card payments for payment of student accounts which are inclusive of meal plan charges.

University currently passes most credit card discount and processing fees to the student at the student's expense, however, should the university incur costs of collections, remittances made to the Lessee will be netted for the cost of processing credit card payments, on behalf of the Lessee, for meal plan charges based on the monthly expense charged to the University by the University's contracted credit card processing company.

The charge to the Lessee will be a percentage of the monthly credit card expense calculated by taking the proportion of gross meal plan assessments charged to students to gross credit card payments accepted from students for payment of student accounts. While we desire this provision to be stated in the RFP, it is likely to not be a major factor now that the payer absorbs the cost.

University shall not be responsible to the Lessee for uncollected student debt owed to the Lessee for meal plans served. The Lessee shall not be required to include unpaid debt in the computing of the commission payments which may be owed to the University.

University will provide the Lessee with the number of serving days for each academic period. Prior to the start of each school year (usually July), the University shall provide the Lessee with the University calendar for the year.

Provide the Lessee with access to the leased facilities at reasonable times, as determined by the University, prior to the termination or expiration of the present lease. The University shall determine and coordinate required arrangements for their access, and the Lessee shall not interrupt or disturb the dining service operation of the present provider.

University will grant approval to the Lessee to use the leased facilities and related equipment for the production of food products for use at locations other than those normally used in the dining service operation.

University shall provide the Lessee with security services currently available on campus, such as night patrol, door check, security consulting, call response, etc. This service does not include armored car service.

2.10 Lessee Responsibilities

Lessee will comply with all federal, state, and local laws, ordinances, rules, regulations and orders. The Lessee shall maintain and operate the facility and services included in the lease in a courteous, efficient, and orderly manner, all in conformance with all applicable laws and regulations.

Lessee shall obtain all required licenses and permits, pay all required fees, taxes and other charges, and shall conduct his operation without undue interference with the general building operation.

Lessee shall use reasonable care in the use of space assigned to him and upon termination of the lease, shall have such space in good condition as when received except for ordinary wear and tear, and damage or destruction beyond Lessee's control and not due to Lessee's fault or negligence.

Lessee is responsible for janitorial services to ensure a clean, well-groomed appearance of the leased premises. Display and serving areas shall be clean, orderly, and attractive at all times.

University reserves the right to send its representative to the leased premises at any time for inspection or other valid purposes. After such inspections, the Lessee will be advised in writing of unsatisfactory conditions, if any, for which he is responsible. Deficiencies shall be corrected promptly by the Lessee.

All personnel or agents of the Lessee must observe all regulations in effect at the University to include but not limited to personal conduct, appearance, and traffic and parking.

All food and supplies purchased shall be in conformance with the minimum U.S. Standard for Grades as follows:

- Meat – Beef and Veal, USDA Choice
- Seafood- U.S. Grade A
- Poultry- U.S. Grade A
- Eggs- U.S. Grade A
- Pure Ground Beef - USDA Utility or Better, not to exceed 18% - 22% fat
- Fresh Fruits and Vegetables- USDA No. 1 or Grade A
- Canned Fruits, Vegetables, Juices - USDA Grade A or Fancy canned fruits, light syrup
- Frozen Fruits, Vegetables, Juices- USDA Grade A
- Dairy Products, Cheese - USDA Grade A f

2.11 Program Quality

Lessor 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.

1. Food preparation, serving, storing, and dining areas shall be maintained at the highest levels of cleanliness.

2. Foods shall be served at appropriate temperatures.

3. Employees shall be attired in appropriate uniforms that exhibit a professional look to the services being performed.

4. Employees shall, at all times, exhibit a warm, courteous and helpful attitude towards customers and visitors of the various food service operations.

5. Frontline employees shall at all times wear a name badge.

6. 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.

7. Management shall be accessible to customers at all times in order to address any challenge or concern which might be presented.

8. 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.

9. A food services advisory board shall be established and maintained with meetings held not less than three times a semester to discuss issues related to dining services.

10. The committee shall be comprised of members representing faculty and staff as well as residents and commuter students. Minutes of these meetings shall be maintained with copies distributed to designated university officials.

11. Promotional materials, including signage, shall always be of excellent quality.

12. 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 Northwestern's constituents.

13. 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.

14. Results of the survey process and Lessee's plan to resolve challenges and actions, which will address the areas needing improvement, shall be provided to Lessor's representative.

15. All costs associated with the above items or other quality measures instituted shall be the sole responsibility of the lessee.

2.12 Lessee Responsibilities Continued

Meal plans are now part of the Student ID card system and are loaded electronically by NSU. The Lessee shall be responsible for providing, installing, and maintaining a computerized meal program plan security control system. The system shall provide the capacity to validate the regular Board plans and provide the Variable Plan participants to utilize their plan in all dining service facilities.

Lessee, when requested by the University, will provide additional dining services for campus functions in order to maximize and enhance the University community. Tournaments, Special Events, Conferences, Freshman Orientation, Summer Camps, Athletic events and department sponsored activities are examples of such functions. This list is not exhaustive.

Lessee is responsible for providing, using, and maintaining a motor vehicle suitable for the purpose of transporting food and beverage items in the performance of the lease. The Lessee shall be liable for damages or injuries caused by the negligent operation of said motor vehicle by the employees or agents of the Lessee.

Lessee is responsible for controlling keys obtained from the University and the security of those areas for which and when they are used by Lessee. The Lessee shall be responsible for immediately reporting all the facts relating to losses incurred as a result of break-ins to the leased areas. A list of employees of the Lessee who have keys to the leased facilities shall be submitted to the University.

If the Lessee is a corporation not incorporated under the laws of the State of Louisiana, then the Lessee must secure a certificate of authority pursuant to R.S.12:301 from the Secretary of the State of Louisiana.

PLEASE NOTE: SECURING OF CERTIFICATE MAY TAKE SEVERAL WEEKS.

Lessee, as an option and subject to negotiation by the University, will furnish all necessary hardware and software necessary for financial reporting and charge processing. Integration must be completely compatible with the University's existing software. All hardware and software shall be retained by the University at the completion or termination of the lease.

Lessee warrants to the University that it has full rights, power, and authority to execute and perform the proposed lease.

If the individual signing the Proposal and the Proposal form is an authorized officer for the Leasing firm or corporation, thus legal evidence (Formal Dated Board Resolution) for their authority to sign the proposal should be attached to the Proposal form.

Lessee shall meet quarterly with the University to effect adjustments in equipment operations, policies and products and shall always cooperate to maintain maximum efficiency and service to the University community.

Lessee shall agree to keep energy consumption at a minimum and shall comply with energy conservation practices and policies and shall endeavor to conserve the use of energy thereof. The University shall not be liable for any loss that may result from the interruption or failure of any such utility.

Lessee shall not hold the University responsible for liable for the pilferage, damage or theft of any equipment and inventory before, during or after the lease term. The University shall not be held liable for loss of inventory, equipment, etc. due to fire damage or loss due to heating or cooling malfunctions, weather or other actions of which the University has no control.

Lessee shall assume direct responsibility and liability for any damage, negligence or theft by any of its employees. Lessee shall be considered in all respects an independent Operator and none of the Lessee's employees shall be regarded as employees of the University.

Lessee agrees to allow the University to remove and/or secure any equipment during the lease term that may be in the best interests of the Lessee and/or the University.

Lessee shall submit, in writing, the name(s) and phone numbers(s) of supervisory personnel that may be contacted in the event of an emergency problem. This information shall be submitted to the University no later than 30 days after acceptance of the lease.

University shall control space commitments and scheduling of authorized University-catered events. The Lessee shall consult on and coordinate the menu, details of services required, and advise on effective programs arrangements required with the individual or department requesting catering service.

On expiration or termination of this lease the inventories of food and expendable supplies of the Lessee shall remain those of Lessee until purchased by a new Lessee.

Lessee has the responsibility to consult with the University on the disposition or use of excess capital, nonexpendable or expendable dining service supplies and equipment. The disposition or declaration as surplus shall be the responsibility of the University and in accordance with state inventory control procedures.

If because of reasons beyond the control of the University (e.g. fire, etc) business operation of the University or in any facility is interrupted or stopped, NSU shall have the right to suspend or terminate the lease by registered or certified written notice without any penalty thereof.

If the University is required by Sodexo to purchase its current inventory and supplies, the Lessee shall purchase said inventory and supplies at the invoice cost of Sodexo.

University has a beverage contract with Coca-Cola. Lessee will be bound by the terms and conditions of the Coca-Cola agreement which will be furnished to the successful responder. Lessee will be bound by any subsequent exclusive vending relationships established by the University.

Part III: Proposer's Qualifications

3.1 List of Previous Food Service Operations

Each Proposer shall attach a list of at least three (3) Universities or Colleges in which a lease of a similar scale as specified herein has been provided for within the last two (2) years. This list shall include the name of the university, the address, the telephone number, and contact person. Please attempt to include one or more references within the State of Louisiana.

3.2 Proposer Profile

Each Proposer shall attach a profile of their company. This profile shall include, but is not limited to, the following information as of the RFP release date:

a. the year the company was formed;
b. total number of years of experience in University Dining Service Operations;
c. a list of the names of all owners of the company or officers of the corporation;
d. a plan for managing, supervising and staffing the operation
e. total number of University Dining Services being leased and operated by your company
f. any other information the Proposer deems appropriate for consideration of their qualifications to perform the lease work.
g. audited financial statements from the previous two (2) years.

Part IV: Financial Proposal and Deliverables

In addition to financial commitments below – the proposer should indicate the meal pricing and meal plan schedules for various student populations and consideration will be given for affordability and value to students. The proposal should also discuss methods for price escalation each academic year to allow for inflation but also limit the impact on students. Value and affordability will be given consideration in scoring the overall financial proposal.

The proposer may at its discretion propose a new structure or enhance the existing meal plans described in Part II of these proposal documents. If considering mandatory enrollment in meal plans for any population not already mandatory, details of that structure must be clearly stated in the proposal and are not guaranteed but will be considered.

Fall 2025 students with 1 or more enrolled hours on Natchitoches Campus = 2,846
Meal Plans (combined) 1,143 -- remaining population = 1,703

Spring 2026 students with 1 or more enrolled hours on Natchitoches Campus = 2,499
Meal Plans (combined) 963 – remaining population = 1,536

4.1 Lease Payment

- The successful proposer shall guarantee to the University an annual minimum lease payment of Six Hundred Fifty Thousand ($650,000.00) dollars unless the successful proposer's actual percentage commission rate(s) exceeds the minimum guaranteed lease payment.

- Payment of the guarantee shall be quarterly in the amount of One Hundred Twelve Thousand Five Hundred ($162,500.00) dollars due on or before the 15th day of the month following the quarter.

- Payment shall be made by certified check or electronically deposited directly into Northwestern State University’s bank account. The proposer shall communicate any minimum increase guarantee that it is willing to set as a floor for a percentage increase annually.

- Quarterly payment shall increase accordingly. The check shall be accompanied by monthly operating statements (detail to be agreed upon by Lessee and the University for the quarter). The operating statements shall be transmitted via email to the University Controller and the Executive Director of University Affairs on a monthly basis.

- In the event the actual annual percentage commission exceeds the minimum annual guaranteed payment, the lessee shall remit the additional revenue with the final payment of the lease year.

- Each proposer shall quote the commission payment the proposer shall pay for the dining service venues on campus, i.e. Board Operations, Cash Operations, Catering, Vending and Concessions.

4.2 Proposal should indicate the following:

_____ agrees to pay Northwestern State University an annual minimum lease payment of _____ dollars unless the actual percentage commission rate(s) exceed the aforementioned minimum guaranteed lease payment. Proposer to provide commission rate for the following:

1. Resident meal plan (Mandatory)
2. Other meal plans (Voluntary)
3. Retail Sales @ Branded Concepts (Voluntary-Except for University Marketplace must include a commission percentage)
4. Retail Sales @ all other point of sales (Voluntary)
5. Catering Sales @ University events (Voluntary)
6. Catering Sales @ Non-University Events (Voluntary)
7. Athletic Concessions (Voluntary)
8. Vending (Voluntary)
9. Other Sales Specify Category (Voluntary)
10. Concessions at special events such as attractions, music, festivals, etc.
11. All other sales (Voluntary)

Separately and in addition to all of the above, proposer should include in its proposal a concept for a branded concept at the present location of Chic-Fil-A located at the entrance to campus which is presently owned by the NSU Foundation. This proposal should include an annual rent payment of no less than $50,000 and a commission of net sales no less than 5% from the branded concept operation. This rent and commission structure would be payable to the NSU Foundation which presently owns the facility or to Northwestern State University should the NSU Foundation convey the property to NSU and is over and above the base commitments and minimum guarantee for items 1-11 above.

4.3 Improvements

Pursuant to R.S. 17:3361 Lessee is required to make improvements on the leased University property which will further the educational, scientific, research or public service functions of the ULS Board through NSU.

a. (Renovations, Remodeling, and Related Equipment and Furnishings) The Lessee shall make investments for the renovation and/or improvements of the food service facilities under its supervision. Such investments on the part of the Proposer should include in its proposal a detailed overview including graphics of the conceptual plan for dining services facilities which may include design and development for new facilities, renovation of existing facilities, and demolition of facilities. The proposal should include all financing for both short- and long-range facility goals including the transition of operation(s) where applicable. The Proposer shall include in their proposal the capital investment **(2027 Financial Commitment)** for these activities.

Proposer should include in its proposal a **Facility Refurbishment Fund** to be disbursed on a schedule mutually agreed upon by lessee and lessor. Improvements made with this fund may be both moveable and immovable.

Proposer shall include in its proposal a **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 offerings, 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. 2027 Financial Commitment
    a. Assumption of Prior Amortized Investment of **$2,183,561** is to be paid to NSU or the current vendor). **This must be acknowledged and committed to.**
    b. New proposed Capital Investments
2. Facility Refurbishment Fund
3. Leasehold Improvement Fund
4. Furniture, Fixtures, and Equipment Fund

At minimum Proposer must:

1. Comply with all laws, regulations and procedures of the State of Louisiana including but the Building Code of the State of Louisiana.

2. Provide a detailed description of all proposed improvements with a construction schedule.

3. Submit for prior approval all architectural drawings and construction documents required by staff of the Board of Supervisors for the University of Louisiana System, Board of Regents and the Department of Facility Planning and Control of the State of Louisiana.

4.4 Investment Reimbursement

In case of termination of the lease prior to the end of the initial term, the University agrees to reimburse the Lessee an amount equal to the unamortized value of any Lessee capital investment unless the Lessee causes the termination of the lease for cause.

Proposer should state what portion and the method at which they are willing to return and reinvest any non-used declining balance to the university annually.

University agrees to require any new Lessee to reimburse the Lessee an amount equal to the unamortized value of any Lessee capital investments which the University may

owe the Lessee should the lease end or terminate including additional investment in leased facilities made pursuant to a good faith extension of the lease which cannot continue because of changes in jurisprudence or statutory law.

Proposer shall provide details of its proposed improvements including amounts and a construction schedule.

Proposer shall also provide as part of this RFP services for the benefit of NSU as requested by the President of NSU of a minimum of $20,000.00 per year and shall increase by $1,000 cumulatively each subsequent year for the duration of the contract. Any amount remaining unused at the end of any one-year period shall be carried forward and may be used in future periods. Any amount remaining at the end of this lease shall be paid to the University.

- Example – Year 2 = $21,000, Year 3, $22,000 and so forth.

Proposer shall permit a committee of University Personnel appointed by the President to dine at least four times a semester in order to monitor food quality. The committee will make recommendations to the Proposer as needed.

Proposer commits to providing pre-season (Last week of July and August) meals for football and other sports (athletes, coaches, and training staff), prior to the beginning of the fall semester, which can be accommodated at the same meal periods as football (volleyball, women's soccer, and men and women cross country, etc.) for the benefit of the University.

The Athletic Department or coach may request a sack of box lunches, when traveling, in lieu of a missed meal(s). Sack meals may be only substituted for meals missed on the day of travel.

Proposer should provide in-kind catering services for the benefit of Athletics. In exchange, the Athletic Department may provide athletic marketing/advertising inventory for proposer up to the in-kind catering services value.

Some inventory options could include but not limited to static signage at athletic facilities, videoboard access (logo/commercial), public address announcements.

Proposer should provide a detailed plan of its concepts including graphics to support its proposal.

The University has several academic programs including a culinary arts program. The University is interested in proposals to aid these programs.

Proposer should include any exclusive agreements or concepts in its proposal, especially those of benefit to the academic programs of the University.

Proposer shall provide mobile catering capability accessible within the university building and campus grounds.

Proposer should include in its proposal a concept for a food court in the first and second floor area of the Student Union and may be considered as part of the Lessee's required facility improvements and made available by Fall of 2027.

Notwithstanding any other provision of this RFP if no proposal meets the minimum requirements, the University reserves the right to negotiate with the highest rated proposer and if that fails the next highest and so on.

The University is interested in considering proposals for dining offerings for athletes in athletic facilities, such as a Training Table. Proposer should include in their proposal a plan to implement a dining offer specifically designed for athletes.

Part V: Evaluation

5.1 Evaluation and Selection

All responses received as a result of this RFP shall be subject to evaluation by a duly authorized committee or qualified personnel for the purpose of selecting the Proposer with whom a lease will be negotiated subject to authorization by the ULS Board.

5.2 Basis of Evaluation and Selection

The basis of evaluation and selection will be as follows:

1. The proposal will be evaluated to ensure that administrative requirements have been met (See Part I of this RFP). Failure to meet all of these requirements may result in rejection of the entire proposal without further consideration (Maximum Value of 10 Points).

2. The proposal will next be evaluated as to its response to Part II of this RFP. Proposal must ensure that the proposer can meet and provide all mandatory requirements with Part II of this RFP. Failure to meet these mandatory requirements may result in rejection of the entire proposal without further consideration (Maximum Value of 10 Points).

3. Proposer will be evaluated on its qualifications per Part III of this RFP (Maximum Value of 20 points). Mandatory qualifications should be met or your proposal may be rejected.

4. The proposal will next be evaluated on the Financial terms proposed for the Lease of Food Services and Improvements of Leased Facilities (See Part IV of this RFP). (Maximum Value of 60 Points).

5. The University retains the right to require additional information from the Proposer and to conduct necessary investigations to determine responsibility of Proposer or to determine accuracy of proposal information.

6. Proposers may be required or asked to make oral presentations. Failure to comply may result in rejection of the proposal.

7. The University intends to award this lease to one (1) proposer. The proposer who achieves the highest combined final score will be recommended for award of the lease subject to successful lease negotiations and required lease approvals by the ULS Board of Supervisors.

8. The alternative proposal for consideration of master services agreement will be awarded to one (1) proposer. The proposer who achieves the highest combined final score will be recommended for award of the MSA. Each separate order form from the MSA will be negotiated based on institutional needs, and lease entered into contemporaneously for the facilities.

Part VI: Miscellaneous

All Sections of the RFP should be applied to a response for the specific lease of dining facilities and food operations for Northwestern State University.

Proposer may choose to only bid the specific request of Northwestern State University. Proposer will receive full consideration of such response. Should proposer desire to submit for the MSA elements of the RFP, this should be done separately from the response for Northwestern considering the factor of providing food services, leases, and dining hall operations to eight institutions.

Unless specifically stated in otherwise in the RFP all sections apply to the proposal submitted for the MSA.

Attachment “A”: INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor 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 Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's proposal.

A. **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). **"Claims Made" form is unacceptable.**

2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). 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 vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. **MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits of no less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

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

3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers’ liability limit is to be $1,000,000 when work is to be overwater and involves maritime exposure.

C. **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers, or 2) the Contractor shall procure a bond

guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. **OTHER INSURANCE PROVISIONS**

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

1. General Liability and Automobile Liability Coverages

    a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

    b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.

    c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

    Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of **A-:VI or higher.** This rating requirement may be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Exhibit “A”: Inventory

Description	Serial Number	Original Cost
MIXER FLOOR TYPE ELECTRIC	0676	$1,463.00
CHOPPER FOOD ELECTRIC	4244	$1,347.00
TABLE SERVING HOT FOOD	930104-01	$1,889.00
BREAD BAKING CENTER	30IGJI0321	$2,801.00
FREEZER, REACH IN	3697953	$3,685.00
COUNTER, FRONT 72" 6' RADIUS	NONE	$3,814.00
COUNTER, SIDE 36" 3' LEFT HAND EXT	NONE	$2,928.00
SLICER, BERKEL 919A	2007	$3,825.00
RANGE, GAS WOLF FK362A	481621259	$4,925.00
RANGE, GAS WOLF FK362A	481621654	$4,925.00
TILTING KETTLE, ELEC SOUTHBEND	778967DD	$10,720.00
KETTLE, GAS STEAMASTER PMT1065	778967DD3161	$14,615.00
CHARBROILER, GAS HOBART VALCOM	35577029	$4,880.00
ICE MACHINE, MANITOWOC SD1403W	1Y0945457/1101059	$4,971.00
ICE MACHINE, W/BIN MANITOWOC	110108813	$6,280.00
10 BAY PHONE CHARGING LOCKER	NONE	$2,499.00
10 BAY PHONE CHARGING LOCKER	NONE	$2,499.00
ICE MACHINE, DICE CUBE, MANITO WOC , 1078 LB DAY	1120931019	$9,890.03
TABLE, RECTANGLE 42"X96"X42.5"HIGH	NONE	$1,476.75
TABLE, RECTANGLE 42"X96"X42.5"HIGH	NONE	$1,476.75
TABLE, RECTANGLE 42"X96"X42.5"HIGH	NONE	$1,476.75
TABLE, RECTANGLE 42"X96"X42.5"HIGH	NONE	$1,476.75
TABLE, RECTANGLE 42"X96"X42.5"HIGH	NONE	$1,476.75

Description	Serial Number	Original Cost
TABLE, RECTANGLE 42"X96"X42.5"HIGH	$1,476.75	$1,476.75
TABLE, RECTANGLE 42"X96"X42.5"HIGH	$1,476.75	$1,476.75
TABLE, RECTANGLE 42"X96"X42.5"HIGH	$1,476.75	$1,476.75

TABLE, RECTANGLE 42"X96"X29.5"HIGH	$1,441.34	$1,441.34
TABLE, RECTANGLE 42"X96"X29.5"HIGH	$1,441.34	$1,441.34
TABLE, RECTANGLE 42"X96"X29.5"HIGH	$1,441.34	$1,441.34
TABLE, RECTANGLE 42"X96"X29.5"HIGH	$1,441.34	$1,441.34
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TABLE, RECTANGLE 42"X96"X29.5"HIGH	$1,441.34	$1,441.34
TABLE, RECTANGLE 42"X96"X29.5"HIGH	$1,441.34	$1,441.34
TABLE, RECTANGLE 42"X96"X29.5"HIGH	$1,441.34	$1,441.34

Description	Serial Number	Original Cost
REFRIGERATOR WALK IN	DSJ04957	$1,016.00
MIXER FLOOR TYPE ELECTRIC	1628556	$1,455.00
COUNTER CAFETERIA	NONE	$2,639.00
OVEN ELECTRIC	6002399212	$2,812.00
OVEN DOUBLE CONVENTION	NONE	$3,980.00
FRYER DEEP FAT ELECTRIC	KB05118	$4,009.00
ICE MACHINE, MANITOWOC	41061338	$4,459.00
OPEN VERTICAL SPEC MERCHANDISER	3K06954	$3,673.00
REFRIGERATOR, REACH IN, TRUE T49G	3659991	$2,377.00
REFRIGERATOR, REACH IN	3721374	$2,377.00
ICE MACHINE W/BIN, MANITOWOC	110721155	$5,265.00

Exhibit "B": Meal Plan Usage

	Fall 2025	Spring 2026	Meal Plan Cost	Annual Count	Annual Total
17 Meal Plan	950	759	$ 2,420	1709	$ 4,135,780
5 Meal plan Plus	115	111	$ 1,700	226	$ 384,200
2 Meal plan Plus	35	62	$ 652	97	$ 63,244
10 Meal Plan	43	31	$ 1,200	74	$ 88,800
Vics Comm (300 DCB)	129	116	$ 300	245	$ 73,500
Vics Max (1000 DCB)	457	505	$ 1,000	962	$ 962,000
Totals	1729	1584		3313	$ 5,707,524

	Fall 2026		Meal Plan Cost		Annual Total
17 Meal Plan	947		$ 2,512		$ 2,378,864
5 Meal plan Plus	125		$ 1,765		$ 220,625
2 Meal plan Plus	100		$ 676		$ 67,600
10 Meal Plan	20		$ 1,246		$ 24,920
Vics Comm (300 DCB)	123		$ 311		$ 38,253
Vics Max (1000 DCB)	440		$ 1,038		$ 456,720
Totals	1755				$ 3,186,982

	Fall 2021	Spring 2022	Fall 2022	Spring 2023	Fall 2023	Sping 2024	Fall 2024	Spring 2025	Fall 2025	Spring 2026
Unlimited Meal Plan	987	748	842	633	901	679	939	755	950	759
5 Meal plan Plus	48	40	52	61	93	87	76	90	115	111
2 Meal plan Plus	55	43	34	33	22	18	19	22	35	62
10 Meal Plan	20	10	17	15	16	14	27	32	43	31
Totals	1110	841	945	742	1032	798	1061	899	1143	963