**State of Louisiana**

**McNEESE STATE UNIVERSITY**

**REQUEST FOR PROPOSAL**

***Lease of Food Service Operations***

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Description automatically generated

**Solicitation Number: F2400049**

**Proposal Opening Date: February 15, 2024**

**Proposal Opening Time: 10:30 a.m., Central Standard Time**

**December 15, 2023**

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**State of Louisiana**

**McNEESE STATE UNIVERSITY**

**REQUEST FOR PROPOSAL**

***Lease of Food Service Operations***

# PART I: ADMINISTRATIVE AND GENERAL INFORMATION

## 1.1 Purpose

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

## 1.2 Background

McNeese State University is a student-centric university whose mission is to change the lives of students through quality education and to provide services to the employers and communities in its region. McNeese uses a traditional admissions process based on courses completed, grade point average (GPA), and standardized test scores.

McNeese University was established by the Louisiana Legislature in 1938 and opened its doors for its first fall session on September 11, 1938, with 140 students and just three buildings. The institution was first named the Lake Charles Junior College and was a division of Louisiana State University. The following fall, the school changed its name to John McNeese Junior College to honor John McNeese, a renowned southwest Louisiana educator and the first superintendent of schools in Imperial Calcasieu Parish. In 1950, McNeese became a four-year college in its own right and came under the authority of the Louisiana Board of Education and would receive accreditation in 1954 by the Southern Association of Colleges and Schools Commission on Colleges. Finally, in 1970, McNeese University became the official name of the institution.

McNeese, located in Lake Charles, Louisiana, consists of the 122-acre main campus, the 65-acre Doland Athletics Complex that includes the state-of-the-art Legacy Center, the Southwest Louisiana Entrepreneurial and Economic Development Center, the Center for Advancement of Meat Production and Processing, KBYS 88.3 FM Radio Station and three working farms with over 1,200 acres of property used for research, farming, and ranching. The main campus comprises over 50 buildings including the three original structures – Kaufman Hall, Ralph O. Ward Memorial Gym (the Arena), and Francis G. Bulber Auditorium, a striking example of Art Deco architecture listed on the National Register of Historic Places.

For over eight decades, the institution has been recognized as one of the finest regional universities in the South. McNeese is a dynamic, student-centric university comprised of students from throughout Louisiana, the United States, and over 50 countries.

The University has a beverage contract with Coca-Cola. Lessee is bound by the terms and conditions of the Coca-Cola agreement, copies of which may be obtained upon request to the University. Lessee will be bound by any subsequent exclusive beverage vending relationships established by the University.

The University has a contract with a snack food vending provider, copies of which may be obtained upon request to the University. Lessee will be bound by any subsequent exclusive snack vending relationships established by the University.

* 1. **University Initiatives**

McNeese State University has been actively working on various initiatives to improve the overall experience for its students. The university understands the importance of supporting student athletes and has been investing in upgrading its athletic facilities.

The McNeese athletic department has been focusing on improving its athletic venues to provide its student-athletes with state-of-the-art facilities. The university has recently renovated the Cowboy Stadium, which is the home field for the McNeese football team. The renovation includes a new press box (currently under construction, with anticipated completion date for 2025 football season) and a new scoreboard that enhances the overall game-day experience for fans.

Moreover, McNeese State University has also invested in the construction of the Health and Human Performance Education Complex, which is a multi-purpose facility that boasts a weight room, an indoor track, and an Olympic-sized swimming pool. The complex serves as a hub for the McNeese athletic department, and it also provides students with a place to exercise and stay fit.

In addition to these initiatives, McNeese State University has also been working on improving the academic experience for its students. The university has a program called the “CARE Mentorship Program”, which provides students with a mentor who helps them navigate their academic journey. The program has been successful in improving retention rates and ensuring that students graduate on time.

McNeese has the vision to continually develop its campus through building improvements and additions. A new student union is anticipated to be completed in 2025 (See Attachment 10: New Student Center Schematic). The facility will include a new dining hall, multipurpose event space, student and staff offices, study areas, and communal gathering spaces for students. Additionally, there is a campus master plan including renovations and expansions to campus housing, academic buildings, and other venues designed to meet the needs of McNeese students.

MSU conducts dozens of large events on campus annually for alumni, parents, community members, and donors. The thousands of guests attending these events enjoy MSU’s on-campus food and beverage services. Large events include but are not limited to:

* Fall and Spring Welcome Weeks
  + Each fall and spring semester, the term kicks off with a week (or two) of activities to engage students. These events may occur during the business day or beyond. Some of the events may require catering from dining services.
* Summer Camps
  + The university hosts roughly 10-15 camps each summer ranging from small groups to large groups of 200 or more. Meal service for camps are integrated into summer operating hours but could also have independent service times based on the needs of the camp and scheduled hours of operation.
* Cowboy Camp Student Orientations
  + Cowboy Camp is our official two-day orientation sessions for new students. It is designated as a summer camp because it involves an overnight stay on camps and meal service. There are at least three sessions each summer including an estimated 350 students each session. Meals are provided to students during their two-day stay.
* Homecoming, Spring Fling, and Greek Weeks
  + Homecoming week takes place during the fall term and most likely occurs in October. Spring Fling week takes place during the spring term and most likely occurs in April. Both weeks include various student programs supervised by the Office of Student Engagement and Leadership. Some of the programs require catering services that operate at varying times of the day.
* Homecoming and Spring Court Dinners
  + Student Government Association awards students as members of Homecoming Court during the fall term and Spring Court during the spring term. As a part of the schedule of activities for both groups, a designee dinner is catered by dining services. This dinner typically takes place on the Monday or Tuesday of the recognition week.
* Other Information
  + The Office of Student Services requires all student catering request quotes to be signed by an approved campus administrator prior to confirmation. This eliminates students making requests that may not have dedicated/approved funding. All catered events noted above take place on campus property.
  + Other events frequently hosted at MSU include but are not limited to business fairs, weddings, music performances, and organizational conferences.
  + MSU Dining Services is currently contracted to Chartwells, the sole provider of food and dining services on campus.

Overall, McNeese State University is committed to providing its students with the best possible experience both in and out of the classroom. The university's initiatives demonstrate its dedication to improving the quality of life for its students and ensuring their success in their academic and athletic pursuits.

* + 1. **Meal Plan Structure and Requirements**

The below chart will indicate the available meal plans at McNeese. Proposers must understand the University will collaboratively dictate resident meal plan designations according to residence hall sections.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Meal Plan** | **Cowboy Unlimited Plan** | **Rowdy Plan** | **Kicker Plan** | **Unlimited Drink Club** |
| **Accessibility** | Unlimited Meals | 10 meals/week | 5 meals/week | This plan is for unlimited drinks only |
| **Declining Balance** | $285 | $295 | $295 |  |
| **Price** | $2,223.00 + 4.45% tax | $1,472.00 + 4.45% tax | $975.00 + 4.45% tax | $87.50 + 4.45% tax |

\*The UL System’s RF Lewis Scholars program provides full scholarships for up to six students annually. Dining services providers system wide have agreed to cover these students’ meal plan expenses at the highest resident plan rate. This shall continue with the selected Proposer.

**Faculty/Staff:**

‘Trailblazer Bucks’ can be voluntarily purchased in any dollar amount either online or in the office to be used in all retail and residential dining locations across campus. These funds do not expire.

**Commuter Students:**

‘Cowboy Cash’ can be voluntarily purchased in any dollar amount either online or in the office to be used in all retail and residential dining locations across campus. Those who voluntarily purchase these funds will receive a 10% bonus. The funds will roll over to ‘Bonus Points’ each semester.

**Unlimited Drink Club:**

Students (Residential + Commuter), Faculty, and Staff can voluntarily buy-into the ‘Unlimited Drink Club’, for $87.50/semester. This subscription-based program will allow customers to enjoy unlimited beverages in The Eatery at Rowdy, unlimited drip-brew coffee, and tea in any size at Einstein Bros. Bagels and Starbucks in Frazar Library.

* + 1. **MSU Athletics**

The primary purpose of the MSU athletics program is to provide opportunities for student athletes to achieve personal growth and development through a combination of intercollegiate athletic competition and academics. The program offers student athletes the opportunity to realize educational goals and to benefit from athletic competition on a national level. The Athletics Department is committed to NCAA and Southland Conference rules compliance and competes in Football Championship Subdivision (FCS) in football and Division I in all other sports.

The Athletics Department holds the philosophy that the athlete’s most important tasks are pursuit of personal growth through academic work, team experiences, and ethical responsibility. The department strives to maintain outstanding athletic programs conducted in a manner that sets an example for good sportsmanship. The department recognizes that its primary commitment is education of the student athlete and, to this end, extends academic assistance. Under the auspices of the University, the Athletics Department offers grants-in-aid to qualifying student athletes, enabling them to pursue both academic and athletic goals.

The Athletics Department provides the guidance necessary for an exemplary and competitive athletics program that is beneficial to students, faculty and staff, administration, alumni, and community. All activities, operations, and decisions of the Athletics Department are guided by principles of equal opportunity and nondiscrimination.

* + 1. **Catering**

McNeese University expects the Contractor to provide the very finest catering program to the University community. MSU has a robust catering program. Catering is seen as an opportunity for McNeese University to put its best foot forward to the community and its alumni. Catering events on campus range from coffee breaks, pizza, and sandwich delivery to formal receptions and dinners. All new catering business must be approved by the University in advance of any commitments or bookings. The Proposer shall offer non-exclusive, specialized catering menus and services for functions not included in regular dining operations. Such functions include, but are not limited to banquets, breakfasts, luncheons, dinners, picnics, cookouts, tasting events, receptions, and workshop and conference meals requested by the University or outside groups approved by the University and may occur at both campus and non-campus venues.

There will be four tiers of customers:

1. Presidential
2. Day-today delivery
3. Pick-up service
4. Student-friendly options

Discount Catering Plans for Student Groups: The Proposer shall furnish to the University a customized schedule of discounted catering menu plans available exclusively for registered student organizations for the University by August 1st of each year.

The Offeror is to demonstrate their knowledge, experience, and capability necessary to meet the University’s full range of catering needs which include:

* Breakfast Buffets
* Lunch on the Go
* Luncheon Buffets
* Afternoon Break
* Hot and Cold Hors D ‘Oeuvres
* Carving Stations
* Plated Dinner Selections
* BBQ

Catered events will feature fresh food (no canned food).

Contractor will be responsible for training catering service staff members regarding catering policies and procedures to ensure that orders are correct and delivered on time and that customer service levels are always high.

The Contractor will have the right of first refusal for catered events on campus. This right of first refusal does not include the athletic venues or events valued at $100 or under, which shall be non-exclusive.

The Contractor will not be permitted to assess late charges on invoices for events modified or booked on short notice.

The Contractor will be responsible for obtaining a University Purchase Order prior to providing services for events. The Contractor will be responsible for obtaining University signature and account code on all University sponsored event bills prior to submission to the University’s Accounts Payable department. The Contractor will provide a detailed and itemized invoice to the University’s Accounts Payable department.

The Contractor will need to liaise with the University to ensure the following:

* Continually evaluate the catering service and prices against those offered by off-campus catering companies to ensure that they are in line with the marketplace and to ensure that MSU catering customers have a positive perception of the campus’s catering services. Contractor will perform an annual market basket comparison with local area competition to make sure that the catering pricing is competitive and in line with local offerings.
* Seek regular feedback from its customers in order to continually identify opportunities and overcome challenges before they become serious issues.
* Continually monitor catering staffing resources to ensure that they are fully staffed at all times, especially during peak service times such as homecoming, graduation and other milestone events throughout the academic year.

Contractor will be responsible for maintaining a flexible and customizablecatering webpage and web-based app with the ability for the customer to place orders online and have a confirmation method connected to it.

Contractor will be responsible for product purchase, preparation, set-up, delivery, decoration, clean-up, and billing of all catered events.

Contractor must make the catering event booking as close to a one step process for the customers as possible. Room reservation must be coordinated with McNeese University personnel.

Mobile Catering/Concessions Capability: The Proposer shall provide mobile catering and concessions capability accessible within the University buildings and campus grounds according to terms mutually agreeable to the Proposer and the University.

The Contractor will be expected to provide cost efficient menu items which are competitive to local area options.

All equipment rentals will be the responsibility of the contractor to procure, which includes but are not limited to:

* China dishware
* Linen
* Utensils
* Drapes
* Tableware

Appropriateness of Service to Function – The Proposer shall provide for use of the appropriate utensils including silverware, glassware, cloth napkins, tablecloths, and china as befits the occasion for any President’s Office, Foundation, Alumni Association, Banners Series, or other official University function. Plastic utensils, plastic plate ware, paper napkins, and plastic table covers shall not be used at such functions without the expressed written permission of the President or designee.

* + 1. **Athletic Venues**

McNeese State University has some of the best athletic facilities in the region, and they cater to the needs of its athletes, coaches, and fans. Whether you are a student, faculty, or staff member, you will find the university's athletic venues to be world-class and equipped with the latest technology and amenities.

In addition to the athletic venues, McNeese State University offers catering services for events held at any of the athletic venues. Whether it's a pre-game meal or a post-game celebration, the catering team should provide a variety of options to fit any occasion. From hot dogs and burgers to upscale hors d'oeuvres and entrees, the catering team should have the ability to create a customized menu to meet the needs of the event.

Pre-Season/Mid-Season Intercollegiate Athletic Team Meal Services: The Proposer shall provide pre-season, mid-season, and post-season (August/December/January/May) meals for appropriate intercollegiate athletic teams subject to pre-arranged cost and payment terms negotiated no less than thirty days in advance in consultation with the Director of Athletics or designee.

* + 1. **Summer Camps Through Athletics**

The athletic program at McNeese State University offers a variety of summer camps for students of all ages and skill levels. These camps provide a unique opportunity for students to improve their athletic abilities and learn from experienced coaches in a fun and supportive environment.

The following sports are offered at MSU’s summer camps:

* Football
* Basketball
* Softball
* Baseball
* Volleyball
* Soccer
* Track and Field
* Cross Country

Each camp is tailored to the specific sport and age group, with a focus on skill development, teamwork, and sportsmanship. The camps are typically held on campus in the state-of-the-art athletic venues, including the Cowboy Stadium, the Burton Coliseum, and the Joe Miller Ballpark.

Summer Camp and Conference Meals: The Proposer shall provide summer camp and conference meals for internal and external groups subject to pre-arranged cost and payment terms negotiated no less than thirty days in advance of proposed camp or conference date in consultation with the chief student affairs officer or designee. The Proposer shall be the exclusive provider of meal services for non-affiliated groups renting University facilities to host summer camp and/or conference meetings.

* + 1. **University Dining Services**

The dining services program at McNeese University is comprehensive, encompassing the following functional areas:

* Residential Dining
* Retail Dining
* Catering
* Vending

MSU Dining Services provides customer-oriented eateries featuring a variety of menu choices that offers students quality, value, convenience, and excitement. Dining Services provides food and beverage services for all catering venues on campus.

Promotion of Food Services Schedules, Services and Menus: The Proposer shall regularly publish and distribute throughout the University community, on at least a monthly basis, promotional information pertaining to hours of operation, scope of services offered, menus and price schedules via methods mutually agreeable to the Proposer and the University. The Proposer will incorporate promotional sales and purchasing specials at each retail location routinely throughout the fiscal year to improve satisfaction and drive cash sale participation at each location.

Remote Snack and Beverage Sales: The Proposer shall offer remote snack and beverage sales in one or more buildings outside existing permanent dining services and retail food and beverage sales venues as needed, subject to mutual agreement of the University and Provider.

Dining Transactions:

* Cash Sales Transactions – The Proposer shall offer cash sale transactions at all points of sale in each dining, concessions, and retail food and beverages services area, including remote and portable venues.
* University ID/Debit Card Transactions – The Proposer shall offer University ID/debit card transactions at all points of sale in each dining, concessions, and retail food and beverage services and retail food, beverage, concessions, and sundry sales area, including remote and portable venues.
* Bank Credit and Debit Card Transactions – The Proposer shall offer bank credit and debit card at points of sale in each dining services and retail food, beverage, and sundry sales area within the leased facility.

Residential Student, Commuter Student, and Employee Dining Hall Services: The Proposer agrees to offer exclusive residential student, commuter student, and employee dining hall services with corresponding meal plans, as prescribed in Section 1.3.1 of this RFP, in a location mutually agreeable to Provider and the University. Rates for these plans shall be negotiated according to terms mutually agreeable to Provider and the University on or before December 15th of each year.

Retail Food Court and Short Order Dining Services: The Proposer agrees to offer exclusive retail food court and short order dining services consisting of a total of at least four different branded venues housed within two different service locations within the leased facility according to terms mutually agreeable to the Proposer and the University (See PART II: Scope of Services). Pricing for items sold inertial food court and short order areas shall be mutually agreeable between the Proposer and the University. See Attachment 9 for still and video views of the retail spaces on campus.

Retail Convenience Store Services: The Proposer agrees to offer exclusive retail convenience store services within the leased facility. Pricing for items sold in retail convenience store areas shall be mutually agreeable between the Proposer and the University. This agreement shall in no way be construed to prohibit the University from offering retail snack food sales within its self-operated bookstore, bookstore extension/satellite location(s), or through vending machine contracts with third party entities**.** See Attachment 9 for still and video views of the convenience store on campus.

Retail Coffee, Pastry, and Pre-Prepared “Grab and Go” Food Services: The Proposer agrees to offer exclusive retail coffee, pastry, and pre-prepared “grab and go” food services in at least one location mutually agreeable to the Proposer and the University. Pricing for items sold in retail, coffee, pastry, and pre-prepared “grab and go” food service areas shall be mutually agreeable between the Proposer and the University.

* + 1. **Concessions**

The Offeror shall be the non-exclusive provider of concession-style food, snack items, and beverages during intercollegiate athletic events and other events scheduled in facilities primarily used for intercollegiate athletic activities. Offeror shall be the non-exclusive provider of concessions for intercollegiate athletic events, except where corporate sponsorship agreements between the university or its affiliate(s) and third-party food vendors provide for said vendors to sell and promote products consistent with the vendors menu or market niche and all catering campus wide. Burton coliseum shall be exempt from the exclusivity requirement pertaining to athletic concessions. The Offeror may, by mutual agreement with the University, be authorized to offer concession services at other University venues and events not associated with intercollegiate athletic programs.

Remote Athletic Concessions: The Proposer shall provide remote concessions on an as-needed basis for intercollegiate athletic events occurring outside the University’s stadiums, subject to mutual agreement of the University and Provider.

**1.3.8 Administration of Campus Dining Services**

The Contract Administrator will have administrative responsibility for all campus foodservices inclusive of all foodservice marketing and all health & safety reporting under any contract awarded from the RFP process. The University President or their designee shall serve as the foodservice Contract Administrator along with other staff that may be deemed appropriate to be responsible for administrating this contract on a day-to-day basis on behalf of McNeese University. Any major proposed changes to the foodservice program or contract, including but not limited to, days and hours of operation of foodservice venues, pricing, and major staffing, shall be approved in writing by the University President’s office or designee. Regarding meal plans, the University maintains all policies and procedures relating to the meal plan structure and rates.

The administration of the contract will include, but not be limited to, the following:

* Reviewing and directing the foodservice Offeror
* Monitoring the financial performance of all foodservice outlets and programs
* Verification mechanism in place to assure accurate financial reporting and payment
* Overseeing physical plant requirements such as equipment replacement, capital improvement projects, and alternative space improvements
* Reviewing the annual budget for the University’s foodservice-related income from meal plans, cash, catering sales, and special events
* Reviewing service and quality levels delivered to the students, faculty, and staff
* Customer service satisfaction monitoring
* Daily operational contractual adherence
* Work with the Campus Director of Foodservice to identify, cure, and modify aspects of the program as they become necessary. Proposers are to demonstrate in their proposal their process for accommodating University changes.
* Represent the University in all matters including, but not limited to: Operations, University’s expectations of the Offeror, reporting operational and financial performance, and University’s requests of the Offeror in an effort to ensure quality assurance standards are being met.
* Quality assurance needs. Contractor agrees to allow access to all dining locations on campus for the execution of quality assurance as determined by McNeese State University.

## 1.4 Goals and Objectives

McNeese State University desires to lease campus dining services facilities and associated dining, catering, retail food and sundry sales. The University seeks an experienced business partner who will provide a dining program that supports and sustains the overall goals of the University. MSU desires to partner with a financially sound firm which strives to prioritize the needs of our students first and is creative, innovative, takes pride in its customer service, and strives for excellence in all areas of its endeavors. This firm shall partner with the University to maximize revenue, control costs, and provide exceptional products and service to students, faculty, staff, and visitors. This firm shall provide and maintain a diverse selection of quality menu items, menus supportive of the USDA Dietary Guidelines, convenient hours, friendly, efficient customer service and price value. The University is interested in receiving creative proposals which will ensure assignment of top rate managers, leading edge marketing, the highest quality food, flexibility in adapting to changing students’ tastes and catering needs, competitive prices, and commitment to delivering outstanding customer service value. The service areas in MSU’s comprehensive Campus Dining Program including Residential Dining, Catering, and Concessions.  No alternates will be accepted.

## 1.5 Term of Contract

McNeese State University desires to enter into an agreement for a food service lease as allowed according to LA R.S. 17:3361 (A). The initial lease period will be for ten (10) years beginning July 1, 2024, or shortly thereafter and ending June 30, 2034. The lease may be extended for variable additional periods by mutual agreement of the parties not to exceed a total lease term of twenty (20) years.

## 1.6 Definitions

1. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of the State of Louisiana authorized to participate in any contract resulting from this RFP.
2. Contract – A legal binding agreement between the State and the awarded Contractor(s).
3. Contractor – Any person having a contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP.
4. 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.
5. May - The term denotes an advisory or permissible action per La. R.S. 39:1556(33).
6. Must - The term denotes mandatory requirements.
7. 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.
8. 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.
9. Shall – The term denotes mandatory requirements per La. R.S. 39:1556(52).
10. Should – The term denotes a desirable action.
11. State- The State of Louisiana.
12. University – McNeese State University

### Acronyms

1. DOA – Division of Administration
2. OSP – Office of State Procurement
3. RFP – Request for Proposal
4. MSU – McNeese State University

## 1.7 Schedule of Events

|  |  |
| --- | --- |
| Deadline | Date |
| RFP posted to LaPAC | December 15, 2023 |
| Hybrid Pre-Proposal Conference | January 10, 2024  10:00 a.m., Central Standard Time |
| Deadline to submit written inquiries | January 12, 2024  by 11:30 a.m., Central Standard Time |
| Deadline to answer written inquiries | January 18, 2024 |
| Proposal Submission Deadline | February 15, 2024  10:30 a.m., Central Standard Time |
| Oral discussion with Proposers, if needed | March 12, 2024 |
| Best and Final Offer with Proposers, if needed | March 18 – 22, 2024 |
| Notice of Intent to Award to be issued | April 16, 2024 |
| Contract Initiation | July 1st, 2024 |

**NOTE: The State of Louisiana 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.**

## 1.8 Proposal Submittal

This RFP is available in electronic form at the LaPAC website https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm. It is available in PDF format or in printed form by submitting a written request to the University’s contact person for 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. McNeese 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.

**Important: Clearly mark outside of envelope or package with the following information and format:**

**Proposal Name: Lease of Food Service Operations**

**Solicitation Number: F2400049*\_\_***

**Proposal Opening Date and Time: February 15, 2024 10:30 a.m., *Central Standard Time***

Your proposal may be mailed or delivered by hand or courier service.

**NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE.**

The address to use for mailing\* proposals: McNeese State University

Purchasing Department

Box 92415

Lake Charles LA 70609

Attn: Roxane Fontenot

The address for hand or courier service\*\*: McNeese State University

Purchasing Department

150 Lawton Drive

Lake Charles LA 70605

Attn: Roxane Fontenot, 337-475-5090

\*Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location. If delivering by U.S. Postal Service to the Box listed below, please allow sufficient time for the mail to then be transmitted to the Purchasing Department. McNeese Purchasing Department must receive the proposal at its physical location by the date and time specified in this RFP**.**

\*\*Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Purchasing Department is not responsible for any delays caused by the Proposer’s chosen means of proposal delivery. Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

All proposals shall be received by **McNeese Purchasing no later than the date and time shown in the Schedule of Events.**

## 1.9 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 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 is to be submitted to the Office of State Procurement before 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 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 is to be submitted to the Office of State Procurement 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 the Office of State Procurement.

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;
* 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 Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, volume of merchants, etc.

D**. Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP 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. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.

F. **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.

G. **Financial Proposal:** Proposer’s fees and other costs, if any, shall be submitted in accordance with Attachment 8 Financial Template of this RFP. Prices proposed shall be firm for the duration of the contract *(unless there is some provision in the RFP for price escalation).* This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the State.

**The Financial Proposal should be a separate Excel file from the Technical Proposal and should be clearly marked as “Financial Proposal”.**

## 1.10 Number of Response Copies

Each Proposer shall submit one (1) signed original response.

Each Proposer should submit the following:

* Eleven (11) additional copies of the proposal
* One (1) Financial Proposal on a USB flash drive
* One (1) “searchable” electronic copy of proposal on two (2) separate USB flash drives. The searchable electronic copy should be provided as one (1) file.

## 1.11 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 the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

## 1.12 Proposal Confidentiality

All proposals shall become a matter of public record. The University is required to follow the Louisiana Public Records Act, R.S. 44:1-44. Any information considered confidential shall not be included in the proposal response.

## 1.13 Proposal Clarifications Prior to Submittal

### 1.13.1 Pre-Proposal Conference

A MANDATORY HYBRID pre-proposal conference will be held on January 10, 2024 beginning promptly at 10:00 a.m. CST. Prospective Proposers may participate in the conference, either in person or via Zoom, to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm intending to submit a proposal shall have at least one duly authorized representative attend the Pre-proposal Conference. Please provide all questions by email to the Director of Purchasing, Roxane Fontenot at rfontenot@mcneese.edu

Attendance at this conference is a prerequisite to submitting a proposal. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

See link for registration: <https://www.surveymonkey.com/r/MSUPreProposal>

In-Person Location:

Holbrook Student Union

LaJeunesse Room

4300 Colonel Tony Polk Drive

Lake Charles LA 70605

Zoom Link Invitation:

<https://us06web.zoom.us/j/82350877531?pwd=MADskJM3buzo7QgHBgX1puZaYZmrTX.1>

Please join promptly at 10:00 a.m. Central Standard Time

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

### 1.13.2 Proposer Inquiry Periods

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 and received no later than the time and date designated herein.

Inquiries concerning this solicitation shall be delivered to the Director of Purchasing, Roxane Fontenot, by mail, express courier, e-mail, or hand delivered:

Mailing address: Physical address:

McNeese State University Purchasing McNeese State University

Attention: Roxane Fontenot Attention: Roxane Fontenot

Box 92415 150 Lawton Drive

Lake Charles LA 70609 Smith Hall, Room 121

Lake Charles LA 70605

E-Mail: [rfontenot@mcneese.edu](mailto:rfontenot@mcneese.edu) Phone: (337) 475-5090

An addendum will be issued and posted at the Office of State Procurement LaPAC website, to address the inquiries that change or substantially clarify the 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. It is the Proposer’s responsibility to check the LaPAC website frequently for any possible addenda that may be issued.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to McNeese State University at least two (2) days prior to the deadline for submitting proposals.

**Note:** LaPAC is the State’s online electronic bid posting and notification system resident on the Office of State Procurement website [<http://www.doa.la.gov/Pages/osp/Index.aspx>]. In that LaPAC provides an immediate e-mail notification to subscribing 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 the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:

<https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg>

Help scripts are available on OSP website under vendor resources at:

<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

## 1.14 Errors and Omissions in Proposal

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

## 1.15 Performance Bond

The successful Proposer shall be required to provide a performance (surety) bond in the amount of Three Hundred Fifty Thousand Dollars ($350,000) to insure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and the State. 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 percent 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.

The performance bond is to be provided within ten (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.

## 1.16 Changes, Addenda, Withdrawals

McNeese reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The University also reserves the right to cancel or reissue the 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, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

## 1.17 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the University’s Purchasing Department.

## 1.18 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 the University pursuant to the RFP.

## 1.19 Waiver of Administrative Informalities

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

## 1.20 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the University to award a contract. The University reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the University to do so. Further, the University reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the University’s Purchasing Department.

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 five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, 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 the State.

## 1.21 Ownership of Proposal

All materials submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to Proposers. Any copyrighted materials in the response are not transferred to the State.

## 1.22 Cost of Offer Preparation

The University 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 the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

## 1.23 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 based on contingency of appropriation of funds.

## 1.24 Taxes

Any taxes, other than State and local sales and use taxes, from which the State is exempt, shall be assumed to be included within the Proposer’s cost.

## 1.25 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, the State 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.

## 1.26 Prime Contractor 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. The State 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.

## 1.27 Use of Subcontractors

Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. That prime Contractor 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 Contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime Contractor to use subcontractors, the State urges the prime Contractor 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 subcontractor used by the prime should be identified to the State Project Manager.

Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance.

## 1.28 Written or Oral Discussions/Presentations

The University, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency’s objectives; however, the University reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received. The purpose of this presentation is to permit the Proposer to address follow-up questions posed to the Proposer as a result of the University’s review of the Proposer’s proposal. Additionally, the University will conduct an interview with the Proposal’s intended General Manager candidate. Based on the Proposer’s presentation and General Manager candidate interview, the University will evaluate upon the following criteria:

Finalist evaluation forms are to be completed by McNeese University to rank the general manager candidate’s overall qualifications to operate MSU’s foodservice program on a daily basis.

5 – Exceptional

4 – Above Average

3 – Average

2 – Below Average

1 – Unsatisfactory

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Evaluation Criteria** | **Rating**  **5 4 3 2 1** | | | | |
| **Higher Education Background:**  Does the candidate have the appropriate higher education qualifications for this position? |  |  |  |  |  | |
| **Technical Qualifications:**  Has the candidate adequately described their ability to execute the technical requirements of food service in all cited areas? |  |  |  |  |  | |
| **Verbal Communication:**  Did the candidate demonstrate effective communication skills in their presentation and between all members of the proposed team? |  |  |  |  |  | |
| **Knowledge of McNeese University:**  Did the candidate show evidence of adequately researching McNeese University and present the information accordingly? |  |  |  |  |  | |
| **Teambuilding/Interpersonal Skills:**  Did the candidate provide a comprehensive explanation of how they will maintain relationships with their company and McNeese University? |  |  |  |  |  | |
| **Customer Service:**  Did the candidate demonstrate through their presentation, a high proficiency in customer service skills/abilities? |  |  |  |  |  | |
| **Overall Impression:**  From 1 (lowest) - 5 (highest), rank the overall impression of this candidate. |  |  |  |  |  | |

Total Score: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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/presentations for clarification may be conducted to enhance the University’s understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

## 1.29 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.

## 1.30 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the University Evaluation Committee for the purpose of selecting the Proposer most advantageous to the University with whom the State University shall contract. **See PART III: Evaluation** for a breakdown of the scoring methodology that will be used in this process.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected by the 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.

The University Evaluation Committee may consult Subject Matter Expert(s) (SMEs) to serve in an advisory capacity regarding any Proposer or Proposal. Such input may include, but not limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

Written recommendation for award shall be made to the University Director of Purchasing for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to McNeese 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 University.

## 1.31 Best and Final Offers (BAFO)

The University reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the University in clarifying the scope of work or to obtain the most cost-effective pricing available from the Proposers.

**The written invitation will not obligate the State to a commitment to enter into a contract.**

## 1.32 Contract 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 the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the State 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.

## 1.33 Contract Award and Execution

The University reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the University.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample generic contract in Attachment 1: Draft Management Agreement of this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is executed. The State’s mandatory terms and conditions including but not limited to those contained in **Section 1.23** of this RFP are not negotiable.

## 1.34 Notice of Intent to Award

Upon review and approval of the evaluation committee’s and agency’s recommendation for award, McNeese 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 and approval by the University. All unsuccessful Proposers will also be notified by McNeese.

## 1.35 Insurance Requirements

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by this RFP in accordance with **Attachment 2: 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 the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain this insurance for the full term of the contract. Failure to comply shall be grounds for termination of the contract.

## 1.36 Subcontractor Insurance

The Contractor shall include all subcontractors as insured’s under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

## 1.37 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the University harmless, ***without limitation****,* from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) University’s unauthorized modification or alteration of a Product, Material, or Service; (ii) University’s use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) University’s use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the University’s exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the University the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the University up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the University from utilizing the Contractor’s product in excess of six (6) months and for which the Contractor has not obtained for the University or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the University to terminate the Contract. In the event of such termination, the University will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being “without limitation”, and regardless of the basis on which the claim is made, Contractor’s liability **for direct damages, shall be the greater of $100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The University may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## 1.38 Payment

### 1.38.1 Payment for Services

McNeese will expect lease payments in accordance with Section 2.2. Payments shall be made payable to McNeese State University to the following address:

McNeese State University

Administrative Accounting

Box 92935

Lake Charles, LA 70609

### 1.38.2 Late Payments

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

**1.38.3 Right to Offset**

At any time when the contractor is over fifteen (15) days past due on any payment obligations to the University, the University shall have the right to offset from any sums owed by the University to the contractor, all, or any portion of such outstanding receivables.

## 1.39 Termination

The University has the right to terminate the contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor’s fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (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 the State; (e) 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.

### 1.39.1 Termination of the Contract for Cause

The 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 the University shall give the Contractor written notice specifying the Contractor’s failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the 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 the University to comply with the terms and conditions of the contract, provided that the Contractor shall give the University written notice specifying the University’s failure and a reasonable opportunity for the State to cure the defect.

### 1.39.2 Termination of the Contract for Convenience

The University may terminate the contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The 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.

**1.39.3 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.

## 1.40 Assignment

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the University. 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 University.

## 1.41 Audit of Records

The State legislative auditor, federal auditors and internal auditors of the McNeese State University, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

## 1.42 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 Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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 Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

## 1.43 Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

## 1.44 Record Ownership

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

## 1.45 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.

1.46 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior written approval of MSU.

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

## 1.47 Substitution of Personnel

The University intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor 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 the University 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.

The University shall reserve the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.

## 1.48 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.

## 1.49 Claims or Controversies

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

## 1.50 Code of Ethics

The 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.

## 1.51 Proposer’s Cooperation

Any Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State 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 the State’s right to audit or to withhold State owned documents.

## 1.52 Security

Contractor’s personnel shall comply with all security regulations in effect at the State’s premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the University any known breach of security.

## 1.53 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 (5) or more employees:

By submitting a response to this solicitation, 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 solicitation, 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. The State 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.

# PART II: SCOPE OF WORK/SERVICES

## 2.1 Deliverables

The deliverables listed in this section are the minimum requirements desired by McNeese State University, or University, from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

The following section describes residential dining facilities and operations as McNeese University wishes each to be managed. Proposer is to base proposal submittals on the descriptions below as a baseline or minimum.

Optional proposal submittals are welcomed that describe alternatives to these operational and program descriptions, but these may only be submitted as an additional submittal to the base proposal submittal supplied to the University as required by this Solicitation.

Proposer should note in their Proposal where they plan to exceed these minimum requirements in the Anytime Dining program.

Daily operations are to meet the following expectations:

* Prioritize fresh ingredients and from-scratch cooking. Detailed food item specifications are identified in Attachment 3: Minimum Menu Requirements: Residential Dining.
* Display cooking and/or preparation (e.g., carving roast meats, stir-fry, Caesar salad preparation, etc).
* Use of fresh greens, vegetables, flowers, and fruits on the serving lines as display garnishes.
* Detailed attention to quality and condition of all foods received, with all unsatisfactory products rejected (See Attachment 7: Food & Safety Specifications).
* Planned minimum time between kitchen production and service to the customer, ensuring optimum food quality and appeal.
* A selection of entrees which are healthy and wellness oriented. These items should include but not be limited to:
  + Low Sodium
  + Low Sugar
  + Low Fat
  + Low Carbohydrates
  + High Protein
* Sustainable practices in preparation, food waste, and single-use plasticware. Refer to 2.4.1 Technical Section for the detailed response requirements regarding sustainability and farm-to-market programs.
* A selection of entrees which address special dietary needs for students with allergies and religious restrictions (See Attachment 3: Minimum Menu Requirements: Residential Dining)
* Printed menus with nutrition and ingredient information (including glycemic index and allergy information) shall be prominently displayed at all facilities, available online and/or within a Proposer-provided app and be consistent with McNeese University’s web and mobile technology architecture, see PART III: 3.1 Technical Proposal.
* It is the expectation that posted menus and food labels are accurate and updated, even when items are substituted.
* Proposer will be required to provide meal service during the cited academic and scheduled break periods, including summer, as negotiated in partnership with the Contract Administrator, See Attachment 6: Board Day Calendar**.**

## 2.2 Price Schedule

Prices proposed by the Proposers shall be submitted on the price schedule furnished herein on **Attachment 8: Financial Template**.

ANNUAL LEASE PAYMENT: Proposer is asked to offer an annual lease guarantee to the University.  Payment is to be paid in four (4) equal installments of $87,500 on or before July 1st, October 1st, January 1st, and April 1st of each year, for a total of $350,000 (Three Hundred Fifty Thousand) annually.

COST PER STUDENT PER DAY: Using the meal plans, approved by the University (See 1.3.1 Meal Plan Structure and Requirements), detail your lowest proposed cost per student per day, by meal plan for the University, while providing the proposed program and accomplishing the dietary nutritional goals for all students.

COMMISSION PAYMENT ON SALES: For the term of the lease the University expects a commission payment on total sales.  Proposed commission sales should be described as a percentage per category as illustrated below:

a.         Meal Plans \_\_12\_\_%

b.         Retail Food Court Sales \_\_12\_\_%

c.         Retail Coffee Shop Sales \_\_12\_\_%

d.         Retail Convenience Store Sales\_ 12\_\_%

e.         Catering                               \_\_12\_\_%

f.          Concessions \_\_12\_\_%

g.         Retail Remote Snack Sales \_\_12\_\_%

h.         Dining Sales (non-plan sales) \_\_12\_\_%

i.          Other Proposed Sales \_\_12\_\_%

CAPITAL INVESTMENTS: The University requires a minimum total capital investment of $1,000,000 to fund the new Student Center. The disbursement of this payment to the University will occur on or before July 1st, 2024. The amortization will begin on a straight-line basis upon commencement of the new food service contract. The straight-line amortization period must not extend past the ten-year potential term of the contract (June 30, 2034). Proposers are required to provide their amortization schedules and interest rate(s) charged on the investment in Attachment 8.

UNAMORTIZED CAPITAL FROM PRIOR CONTRACT: The Proposer agrees to pay the outstanding unamortized capital from the prior contract totaling $404,414.92. This is an unrestricted investment with no buy back protection.

The Contractor shall provide the following in-kind CATERING EVENTS on-campus:

* Late Night Breakfast: Event for up to 500 students during or near final examinations periods during both the fall and spring terms at no cost to the University or its students on a date mutually agreeable to the Proposer and the University. This meal shall be in addition to the normal evening dinner meal offered on the day provided. Menu items shall be generally consistent with selections routinely available on the residential dining hall breakfast menu on a weekly basis. Late Night Breakfast may not be charged against daily or weekly student meal plan balances or declining balance plan funds.
* University Advisory Committee – The Proposer shall host and provide meals, at its own expense, to a committee appointed by the chief student affairs officer on at least three occasions during each regular academic term (fall, spring, summer). The committee shall generally consist or no more than seven people representing a blend of University officials and students. The Committee will make unannounced visits to the various dining venues in order to monitor food quality, facilities cleanliness and customer service issues. The committee will make recommendations for improvements to Provider through the chief student affairs officer at the conclusion of each meal meeting.
* Presidential Catering: The Proposer, understanding the importance the President’s entertaining has on fundraising, partnerships, and institutional advancement, agrees to provide the President’s catering at cost. The Proposer shall provide a minimum of $20,000 per year for the first year of the term of the agreement, increasing by $1,000 per year thereafter for catering services for the remainder of the term, as requested by the President.
* Student Government Association Catering: McNeese Student Government Association serves as the voice of the McNeese student body and advocates for all McNeese students to have a positive campus experience inside and outside of the classroom. SGA often hosts functions that involve catering for student dignitaries. It is important for SGA to maintain a positive perception of campus dining services, which leads to enhanced promotion into the student sector of the campus. The Proposer shall provide a minimum of $10,000 per year for the first year of the term of the agreement, increasing by $500 per year thereafter for catering services for the remainder of the term, as requested by SGA.

Equipment Maintenance & Replacement Fund: The Contractor shall establish an annual food service equipment maintenance and replacement fund with the University in the amount of $50,000 per year. The Contractor shall deposit the funds into the food service equipment maintenance and replacement fund by October 1st of each year. The Dean of Student Services will maintain, with the cooperation of the Contractor, a detailed accounting of expenditures charged against the fund and will make the accounting available upon request within seven (7) business days. In the event any portion of this annual fund is not expended, the remaining balance shall be carried forward to succeeding operating year(s). Upon the expiration of this Agreement, any balance remaining in this fund (balance at the time the agreement is terminated, including the balance carried forward from previous years) shall be retained by the University.

Prices submitted shall be firm for the term of the contract. Prices shall include delivery of all items F.O.B. destination.

## 2.3 Location

**Residential Dining Facilities**

The Eatery at Rowdy’s (Years 1 & 2)

Type: Residential Dining Facility

Location: 375 Joe Dumars Drive, Lake Charles LA, 70609

Hours of Operation: Monday – Sunday 7:00 a.m. – 12:00 a.m.

**Anticipated Offline: 2026 facility will be taken offline and demolished**

Beverage Services: In addition to all of the fountain beverages available, The Eatery at Rowdy’s participates in the Unlimited Drink Club a voluntary program that allows campus customers to purchase select, unlimited beverages for $87.50/semester. Students receive unlimited drinks for dine-in and take out service as part of this program.

Key Features: Continuous anytime dining, allowing for students to receive unlimited access to the space. The Eatery at Rowdy’s will allow for mobile ordering pick-up and delivery through the use of robots around campus to the desired location.

See the following Attachments for further specifications:

Attachment 3: Minimum Menu Requirements: Residential Dining

Attachment 4: Proposed Residential Hours of Operation

Attachment 9: Dining Services RFP Media

Proposed: New Student Center “Campus Restaurant” (Years 3-10)

Type: New-Build – Residential Dining Facility

Hours of Operation: 24/7 Monday – Sunday

**Anticipated Online: Fall 2025 facility will be brought online**

Beverage Services: The new residential dining hall at McNeese State University will offer a wide variety of beverage options for students. Our beverage stations should include but not be limited to a self-serve soda fountain with a variety of flavors, as well as coffee and tea stations that offer both hot and iced options. Optional beverages offered could include a selection of bottled water and juices.

Key Features: The new 24/7 anytime dining facility at McNeese University will offer students a variety of food options at all hours of the day and night. With a focus on healthy and nutritious meals, the dining facility will provide a range of options to accommodate different dietary needs and preferences, including vegan, vegetarian, and gluten-free options. The facility will feature state-of-the-art kitchen equipment and facilities to ensure efficient and safe food preparation, as well as a comfortable and inviting dining atmosphere with ample seating and natural lighting. In addition to food options, the facility will offer a range of beverage options including coffee, tea, soda, and juice. The 24/7 operation hours ensure that students can always find a meal to fit their schedule. Friendly and attentive staff will be available at all hours to provide excellent customer service and address any concerns or questions. The New Student Center “Campus Restaurant” will allow for mobile ordering pick-up and delivery through the use of robots around campus to the desired location.

See the following Attachments for further specifications:

Attachment 3: Minimum Menu Requirements: Residential Dining

Attachment 4: Proposed Residential Hours of Operation

Attachment 10: New Student Center Schematic

**Retail Dining Facilities**

Retail Facility 1: (Previously Einstein’s Bros.) (Years 1 – 10)

Type: Retail Dining Facility

Location: 4300 Col. Tony Polk Dr., Lake Charles LA, 70609

Hours of Operation: Monday-Friday 7:00am-8:30pm, Saturday - Sunday 10:30am-2:00pm

Beverage/Food Services: A selection of brewed hot and cold drinks should be available in this location, in addition, a menu of hot and cold food options should be provided during operating hours. This location will participate in the Unlimited Drink Club, a voluntary program that allows campus customers to purchase select, unlimited beverages for $87.50/semester. This location must allow unlimited drip-brew coffee, plain iced coffee, and tea in any size as part of this program.

Key Features: Flat panel menu boards, pastry display cases, and order/pick-up areas

See the following Attachments for further specifications:

Attachment 5: Proposed Retail Hours of Operation

Attachment 9: Dining Services RFP Media

Starbucks (To remain status quo) (Years 1 – 10):

Type: Retail Dining Facility

Location: 300 Joe Dumars Drive, Lake Charles LA, 70609

Hours of Operation: Monday-Friday 7:00am-8:30pm, Saturday - Sunday 10:30am-2:00pm

Beverage Services: A selection of Starbucks brewed drinks and cold bottled beverages are available in this location. This location participates in the Unlimited Drink Club, a voluntary program that allows campus customers to purchase select, unlimited beverages for $87.50/semester. Starbucks allows unlimited drip-brew coffee, plain iced coffee, and tea in any size as part of this program.

Key Features: Located in the Frazar library students and campus community members are able to frequent this location to select from pastries, snacks, fresh, pre-packaged grab-and-go items, and more.

See the following Attachments for further specifications:

Attachment 5: Proposed Retail Hours of Operation

Attachment 9: Dining Services RFP Media

The Market (To remain status quo (Years 1 – 10)):

Type: Retail Dining Facility

Location: 4300 Col. Tony Polk Dr., Lake Charles LA, 70609

Hours of Operation: Monday – Thursday 7:00 a.m. – 8:00 p.m., Friday 7:00 a.m. – 2:00 p.m.

Beverage Services: Bottled Beverages

Key Features: The Market is the MSU campus convenience store that offers candy, beverages, snacks, and treats. This location also offers home essentials and toiletries to stock student’s dorm rooms.

See the following Attachments for further specifications:

Attachment 5: Proposed Retail Hours of Operation

Attachment 9: Dining Services RFP Media

**The New Ranch (Years 1 – 10):**

Type: Retail Dining Food Court

Location: 4300 Col. Tony Polk Dr., Lake Charles LA, 70609

Hours of Operation: Monday – Friday 10:30am-8:30pm, Saturday - Sunday 10:30am-2:00pm.

The University requests that the Proposer provides a utilization plan for the two (2) vacant retail spaces in The New Ranch. The University requires that the retail spaces be fitted for effective food service that is appealing to the MSU student body. At least one (1) food court option should have comfort fast food items such as:

* Made-to-order burgers
* Chicken tenders
* Bone-in/boneless wings
* Fries
* Onion rings
* Fried Okra
* Etc.

The University requests that the Proposer use the provided minimum hours of operation as a basis for the response. Final hours of operation will be approved by the University.

See the following Attachments for further specifications:

Attachment 5: Proposed Retail Hours of Operation

Attachment 9: Dining Services RFP Media

## 2.4 Proposal Elements

### 2.4.1 Technical Proposal

Instructions for submitting all required information for the technical proposal are contained in this section. The purpose of this section is for the bidders to provide information on the following primary requirements:

**Program Plan**

* Align with the MSU culture and have a clear understanding of the mission of MSU
* Ability to provide measurable high levels of customer service
* Experience providing highly regarded foodservice to prestigious universities in the Eastern part of the United States
* Commitment to provide the highest quality products and services efficiently and cost effectively to the MSU community.

**Food Service Plan**

* Ability to serve the MSU community by providing an innovative, nutritional, and state-of the art dining program.
* Ability to provide dynamic options for those that require special dietary considerations for medical, religious, or holistic purposes.
* Experience maintaining dynamic and progressive retail operations that supplement a residential dining program.

**Management Plan**

* Ability to develop and implement a comprehensive five-year strategic plan and business plan, including an effective marketing plan for dining, catering, and conferences.
* Ability to develop and implement a strategic short-term plan to continue the positive growth of MSU.

**Marketing Plan**

* Ability to effectively communicate the offerings of MSU Dining through multiple channels, including cross marketing in conjunction with Auxiliary Services
* Produce and maintain professional print and web collateral including annual brochure, website, mobile platforms, in-unit marketing, alumni magazine, etc.
* Develop a public relations plan that regularly promotes the MSU Dining program and any new or innovative offerings.
* Maintain catalogue of professionally developed images to include food products, facilities, staff profiles.
* Develop and/or attend regular Catering Showcases to highlight the catering program to both internal and external business.
* Ability to meet on a weekly basis with correspondents from MSU to ensure tramlined communication in all marketing efforts.

**Staffing/Personnel**

* Staffing plan/personnel, including the supplier’s detailed customer service program.
* Ability to maintain a clearly identified Organizational Chart across the entire organization.
* Proposer’s flexibility an ability to work effectively with the MSU administration, including the MSU Human Resources Department, Office of Legal Counsel and Office of Public Safety in labor related issues.
* Supplier’s compensation package, including benefits and minimum requirement.
* Supplier’s staff/personnel are reflective of our student body constituencies.

**Student Accessibility**

* Cost of meal plans
* Student jobs
* Student club menus
* Student advisory opportunities
* Accessibility – daily value deals for students

**Diversity, Equity, and Inclusion**

* Develop plans that integrate McNeese University’s commitment to inclusive Excellence.
* Provide mobility path for employees.
* Demonstrate a comprehensive customer service program that incorporates diverse thinking.

**Sustainability**

* Adopt MSU’s commitment to the Climate Action Roadmap
* Approach sustainability as a cost saving or cost-neutral initiative.
* Uphold best-in-class standards, and industry best practices.
* Reduce environmental hard through dining and catering operations.
* Provide transparency in the tracking and sharing of data regarding sustainability initiatives.
* Address food waste, nutritional, support food insecurity programs

**SLAs/KPIs**

* Food and employee safety programs
* Financial management
* Customer satisfaction
* Marketing and communication
* Minimum senior management requirements
* Catering operations
* Operational management
* Affordability
* Sustainability

The Proposer is to provide within their proposal via sample reports how Proposer will provide the Contract Administrator with a monthly one or two-page narrative report with metrics on the following (other criteria may be established prior to the signing of the Contract):

* REVPAS information (revenue per available student)
* Health inspection reports
* Food cost trends
* Labor cost trends
* Meal plan meal participation rates, by meal period
* Mystery shopper reports
* Survey scores
* Local purchasing benchmarking status
* Sustainable practices status
* Monthly report, budgets, and plan

**Contractor Profile**

Proposers should answer the following questions and submit the following materials. If the information has already been provided, please reference the exact location in the proposal response where the information is already recorded.

* What is the name of your organization and the name and address of the proposed contracting entity? Please list the name and address of your organization’s headquarters (if different from contracting entity) and list any additional names under which your organization conducts business in the United States and abroad.
* Please provide an executive summary specific to this proposal – limit of two pages.
* Please provide the last two years financials for your organization.
* List key personnel that will work on this relationship. Describe each team member’s position within your organization. Provide resumes of each proposed team member (not to exceed 1 page per person).
* Please describe any current or prior client relationship your organization has or have had with McNeese University.
* List all merges or acquisitions that your organization has been a party to over the past five years. List all previous names under which business was conducted, and the year the transaction was completed.
* Please include any affiliations or businesses your companies have with correction/institution/justice or prison food service programs.
* Provide a list of clients (contact information) in higher education with volume of $20M or greater in the US marketplace which your company separated/terminated (voluntarily or involuntarily) since 2010.
* Provide a list of clients (contact information) in higher education in the US marketplace which your company was awarded a dining contract of $20M or greater since 2010.
* Please list 3 comparable agreements your organization is currently providing similar to the services in this RFP that MSU could call upon as references. Include Higher Education customers with similar complexity. For each reference, include:
* Corporate Headquarters or School Name
* Contact Name and Title
* Address
* Email and Telephone Number
* Brief description of products or services your organization is providing to customers.
* Averages annual billing.
* Length of the agreement and termination date
* Describe all past and present lawsuits, legal actions, litigation, arbitration, termination, claims filed against your organization as a result of a contract dispute, employment lawsuit, labor issues, or OSHA claims in the past 5 years. Describe the resolutions of such actions.
* Declare any association or conflict of interest with MSU’s staff or consultants related to this RFP.
* Describe the performance indicators that your organization will use to measure service satisfaction. Examples of indicators may include turnaround time, invoice accuracy, account support and customer service.
* Provide examples of measurements/KPIs currently used with other clients. Please include sample reports and/or surveys.
* What industry network organizations are you a member of – specific to dining and food services as well as higher education?
* Advise as to whether your organization has entered into agreements that are required to be compliant with IRS Guidelines for management agreements including Rev Proc 2017-13 and/or prior revenue procedures.

**Residential Operations**

Proposers should answer the following questions and submit the following materials. If the information has already been provided, please reference the exact location in the proposal response where the information is already recorded.

The Proposer will be expected to work closely with the Contract Administrator’s office. McNeese University’s approval is required for any brand names selected for items to be offered on the menus.

Residential Dining Programs, Menus, and Concept Descriptions

Describe the concepts proposed for each operation, which may include theme, decor, special promotions, merchandising, special services, menu enhancements, and other features. The Proposer should detail any changes in equipment or decor and provide renderings or schematics to demonstrate the proposed changes. The Proposer should detail any enhancements to the current program.

Submit a five-week sample of the cycle menus proposed for breakfast, lunch, dinner, and late-night service. Submittal should group items by location in the servery (i.e., hot entrees, specialty station, sandwich station, salad bar, cold food, etc.), and display the entire week's selections on one sheet per location (if possible) organized by day of the week See Attachment 3: Minimum Menu Requirements: Residential Dining. Every effort should be made to recognize quality, wellness, and the demographic breakdown of McNeese University’s customers. The Proposer will be required to post menus online weekly with nutritional information five days in advance throughout the term of this agreement.

For each meal, indicate those items which are offered every day and those items which change according to the cycle. Indicate portion sizes and which items are healthful food choices. Sample text for signage explaining nutritional content should be provided in the proposal.

Special attention should be paid to customer service. The Proposer should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Staffing

Submit staffing schedules for all locations for one normal complete week of operation during the academic year using the guidelines in Attachment 8: Financial Template. Also submit a weekly staffing plan for the first full week of the semester. Special attention needs to be given to weekends. Proposer should also provide a representative staffing schedule for early arrival students.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's manager will report.

Proposer will be required to have staffing pars created and maintained on a weekly basis that get updated when special events occur. Also, during some of the busiest meal periods there needs to be multiple employees cleaning tables and floors, in accordance with the amount of business.

Proposer should provide a management oversight plan to ensure that a manager is observing the dining facility to look for potential issues (e.g., running out of food, cleanliness issues, etc.) so that these issues can be corrected immediately.

Proposers should describe how they will ensure proper preparation for busy periods to ensure minimal wait times for customer and ensure that they will not run out of food items during peak periods.

**Retail Operations: Convenience Stores**

Programs, Menus, and Concept Descriptions

Describe the concept proposed for each outlet including promotions, merchandising and other features.

The Proposer should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Provide a complete product and price guide.

Itemize projected sales using the forms provided in Attachment 8: Financial Template.

Hours of Operation and Levels of Services

See Attachment 5: Proposed Retail Hours of Operation for proposed hours and concepts for retail. Proposers are encouraged to submit creative alternatives if deemed fit.

Staffing

Submit staffing schedules for one complete week of operation using the proposed hours of operations.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

**Retail Operations: Full-Service Cafes**

Programs, Menus, and Concept Descriptions

Describe the concept proposed for each outlet including franchise or license information, promotions, merchandising and other features.

The Proposer should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Provide a complete product and price guide.

Itemize projected sales using the forms provided in Attachment 8: Financial Template.

Hours of Operation and Levels of Service

See Attachment 5: Proposed Retail Hours of Operation for proposed hours and concepts for retail. Proposers are encouraged to submit creative alternatives if deemed fit.

Staffing

Submit staffing schedules for one complete week of operation using the proposed hours of operations.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

**Subcontracted Partners**

Programs, Menus, and Concept Descriptions

See Attachment 5: Proposed Retail Hours of Operation for proposed hours and concepts for retail. Proposers are encouraged to submit creative alternatives if deemed fit.

Staffing

Submit staffing schedules for one complete week of operation using the proposed hours of operations.

**Concessions**

Programs, Menus, and Concept Descriptions

Describe the concept proposed for each outlet including promotions, merchandising and other features.

The Proposer should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Provide a complete product and price guide.

Itemize projected sales using the forms provided in Attachment 8: Financial Template.

Levels of Services

See PART I: Administrative & General Information for locations that shall require Concession services.

Staffing

Submit staffing schedules for one complete week of operation using the proposed hours of operations.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

**Catering**

Programs, Menus, and Concept Descriptions

Describe the concepts proposed for this catering operation, which may include theme, decor, special promotions, merchandising, special services, menu enhancements, and other features.

Prepare a catering manual. The manual should contain sample breakfast, lunch and dinner menus, hot and cold buffet and hors d'oeuvre selections which would be available upon two weeks advance notice.

Assume menus will be changed at least once annually. It is desirable that the menus reflect visual beauty, variety, wellness, quality, and price (consistent with the University’s catering history) as well as catering policies.

Indicate which items are healthful food choices. In addition, prepare a set of limited menus that will be standard daily menus available at all times on short notice and those which would be available on a one- or two-day advance notice. These would be limited to small faculty or administrative staff groups, or other special group meetings.

Propose pricing on a per cover basis for a minimum number of covers. Additionally, please show the calculations involved in determining the per person cost for a smaller number of covers than the minimum quoted above. Catering price renewal will be due to McNeese University by no later than December 15th annually.

Submit the average per cover prices of each of the following:

* Continental breakfast
* Hot, served breakfast
* Cold, served luncheon
* Hot, served luncheon
* simple cocktail and hors d’oeuvre reception
* cold, served dinner
* hot, served dinner
* Full dinner buffet
* Stand-up reception and formal sit down, served dinner for 250-person gala honoring University donors
* Conference meals and breaks
* Proposer is to provide a breakdown of what customers will be charged for additional items including, but not limited to:
  + China
  + Table linens
  + Additional wait staff
  + Flowers
  + Decorations/themes

Also, specify a catering program applicable to four tiers of customers:

1. Premium Service
2. Per Diem Service
3. Pick-Up Service: Cater-2-Go (A program where a customer can order catering and then go pick it up at a designated location on campus)
4. Student Friendly Options

Compute pricing to account for the costs of goods, labor, operating supplies, administrative fees, and other appropriate expenses. Pricing is to reflect the Profit and Loss Catering structure of this RFP. Itemize projected sales on the forms provided in Attachment 8: Financial Template.

The Proposer will be responsible for timely clean up after all catered events (defined as within one hour of event ending). Provide a plan to ensure that there is a timely and thorough clean up after all events to keep the University’s facilities clean. Clean up shall include removal of all service ware and trash from the premises.

Indicate which three or more major credit cards will be accepted by the Proposer An annual marketing plan for this venue should be provided as part of the proposal. Specific attention should be paid to meeting the goals of the University.

Staffing

Submit staffing plan for catering operations.

**Emergency Preparedness**

The emergency preparedness plan for Dining Services should include details on how the Proposer will continue to provide food services in the event of an emergency, including how the Proposer will ensure the safety and well-being of their staff, as well as how they will communicate with students and other stakeholders about any changes to food service operations. It should also outline any special procedures or protocols that will be put in place during an emergency, such as food storage and handling, and any additional resources or equipment that may be needed. The plan should be comprehensive and consider a range of potential emergency scenarios, including natural disasters, power outages, and other disruptions to normal operations.

The emergency preparedness plan should also include a clear chain of command and identify key staff members who will be responsible for implementing the plan. This includes designating roles and responsibilities for all staff members and ensuring that everyone is aware of their role in the event of an emergency.

It is also important that the plan is regularly reviewed and updated to reflect any changes in the organization or any new information relating to emergency preparedness. Regular drills and training sessions should be conducted to ensure that all staff members are familiar with the plan and are prepared to implement it in the event of an emergency.

The plan should be easily accessible to all staff members and stakeholders, and there should be clear communication channels in place to ensure that everyone is kept informed of any changes or updates to the plan.

Overall, a thorough and well-developed emergency preparedness plan for Dining Services is essential to ensure the safety and well-being of all staff members and stakeholders during an emergency.

In addition to the criteria mentioned, the emergency preparedness plan should also address the following specific areas:

1. Food safety and sanitation: The plan should outline procedures for ensuring food safety and sanitation during an emergency. This includes guidelines for food storage and handling, as well as protocols for maintaining proper temperatures and preventing cross-contamination.
2. Food supply and inventory: The plan should include details on how Dining Services will manage their food supply and inventory during an emergency. This includes procedures for ordering, receiving, and storing food, as well as strategies for managing limited resources.
3. Communication: The plan should outline a comprehensive communication strategy that includes how information will be disseminated to staff members, students, and other stakeholders during an emergency. This includes identifying communication tools and channels that will be used to provide updates and instructions.
4. Staffing training and readiness: The plan should include details on how Dining Services will train their staff members on emergency procedures and ensure they are prepared to respond to an emergency. This includes conducting regular training sessions and drills, as well as ensuring that staff members are familiar with their roles and responsibilities.
5. Partnerships and collaborations: The plan should identify potential partnerships and collaborations with other departments or organizations that could assist Dining Services during and emergency. This includes identifying resources and support that could be provided by other organizations, as well as establishing communication channels and protocols for working together.

By addressing these areas, Dining Services can ensure that their emergency preparedness plan is comprehensive, effective, and responsive to the needs of their staff members, students, and other stakeholders.

**Marketing and Engagement**

Proposers should answer the following questions and submit the following materials. If the information has already been provided, please reference the exact location in the proposal response where the information is already recorded.

* Please describe the roles that make up your company’s marketing team – specific to individuals who would be responsible for MSU Dining and Catering – and what tasks they are responsible for. Include corporate, regional, and local support.
* Describe your online and offline marketing strategies for engaging with each of the following constituencies including but not limited to:
  + Newly admitted undergraduate and graduate students
  + Parents of newly admitted undergraduate students.
  + Returning graduate and undergraduate students residing on campus
  + Returning graduate and undergraduate students residing off campus
  + Parents of returning residential students
  + Summer Term students
  + MSU faculty and staff
* Detail how your company would effectively work to create a community environment amongst students. How will your company improve the student experience at MSU? How does your company maximize customer satisfaction? What surveying and feedback tools do you employ to measure the level of customer satisfaction? Please detail, specific to MSU Dining, who would be responsible for what within your company to make this a reality?
* Detail in depth how you will work to collaborate and streamline communication with the MSU team regarding all marketing efforts and channels. The selected Proposer will be required to attend a standing meeting on a weekly basis to provide a report of efforts and areas of approval for MSU.
* Provide examples of how you have supported key campus initiatives or events through food service programming. Examples include:
  + New Student Orientation
  + Top-level campus celebrations
  + Newly admitted student yield events
* Please provide examples demonstrating how you have grown business on the University level and how your experience would assist MSU Dining in business growth.
* Provide a description of your web and mobile capabilities. In addition, how was your organization integrated their corporate websites/mobile applications into the University’s client sites.
* Provide examples of how your organization would incorporate the University’s branding into your corporate marketing materials.
* Provide examples of the types of marketing (offline and online), campaigns, and promotional programs your company would implement at MSU including specific information for each component of MSU Dining. These include:
  + Meal plans
  + Dining Area cash sales
  + Declining balance accounts
  + Catering services
  + MSU employee meal plans

**Product and Menu Development**

Proposers should answer the following questions and submit the following materials. If the information has already been provided, please reference the exact location in the proposal response where the information is already recorded.

Please describe your company’s approach to food product and menu development. In your response include discussion regarding: Keeping current trends, how to create food products in a cost-efficient manner, recipe development - local, regional and on a corporate basis.

What nutritional content of food products are offered on the menus and how is this information transmitted to the MSU guest?

How do you ensure the authenticity of cuisines offered at MSU - included but not limited to:

* Ethnic
* Vegan
* Vegetarian
* Kosher
* Halal
* Gluten Free
* Organic
* Sustainable

Who do you use for Kosher governance?

Please provide specific menu programs with facility layouts for each of the MSU Dining locations without expansion beyond the current footprint.

Please provide a complete list of your company’s partnerships or license agreements with the variety of national and regional brand programs and professional organization affiliations (i.e., Starbucks, Dunkin Donuts)

What are your current relationships with major food, paper, and cleaning suppliers especially those which you have national and/or regional agreements? Please be specific to those agreements you have with food manufacturers whose products are distributed through major distributors. Describe how these relationships could benefit MSU.

MSU desires to utilize local food suppliers where it is possible and when it is cost effective, including those providing organic products. Provide a description of how you would incorporate this into your procurement process.

Describe how the supply chain interfaces with menu development in the securing of Halal products and ensures the product safety particularly for authentic food products utilized in specialized cooking.

How can these local food suppliers be implemented in customized and special requests for catering clients?

Describe the process of how new products are introduced within the supply chain.

Please describe how your company has or will stay innovative in a market as competitive as the State of Louisiana- be specific to MSU Dining and Catering.

Describe your process for data collection, availability, and evaluation – examples such as meal plan participation, food costs, food volume, food sourcing, and student survey results, both at a campus-wide and site-specific level, available in raw data and spreadsheet format.

Describe your process for data collection and analysis of catering surveys, focus groups results - qualitative and quantitative.

MSU Catering is focused on three areas – Meetings, Conferences and Special events (from a 10-person picnic to complete graduation catering.) Please detail how your company would manage each of these functions, from personnel, menu, pricing, support basis being as specific to MSU Dining as possible. Include examples for culturally diverse events, dining drop-offs, tastings, etc.

**Human Resources**

Proposers should answer the following questions and submit the following materials. If the information has already been provided, please reference the exact location in the proposal response where the information is already recorded.

Please describe through use of an organizational chart and narrative how you plan on staffing MSU Dining. The organizational chart should include the corporate, regional, and local level where it is specific to your company dealing with MSU Dining on a regular basis.

What are the processes in ensuring personnel are compliant with your company and University guidelines?

Please detail the process that occurs at each level of the proposed MSU organizational chart and the anticipated interface with corresponding levels of MSU management.

Understanding that MSU desires to have final approval on the following positions, please submit resumes for candidates for each of the following proposed positions at MSU:

* Resident District Manager
* Resident General Manager
* Resident Retail Manager
* Residential Executive Chef
* District Chef
* Director of Operations
* Catering Manager
* Dietitian
* Director of Marketing
* Catering Chef

As a minimum, each resume should contain the following information:

* Position
* Name
* Education
* Years of Employment with Proposer
* Level of Experience
* Professional Training
* Assignments under the current Proposer, noting size of each account, life, major responsibilities, and number of employees supervised.
* Previous assignments; note same information as above.

The individual in charge of the McNeese University campus operations (Resident Director of Operations) should have a minimum of five years' successful managerial experience in University or University foodservice operations or equivalent; other supervisory and management staff should also have relevant experiences in catering, nutrition and/or University or University dining.

Please describe your management succession planning process specifically as to how it would apply for MSU Dining.

Please describe your training plan for management and employees in both the transition phase and in the longer-term. If you are the incumbent, please describe how management and employee training will impact positive change with MSU Dining. Include at least one (1) copy of your complete training manual in English (manuals will be returned to Proposer upon request).

Present criteria used in annual evaluation of the account manager's performance.

Present incentive compensation guidelines, if any, for account management and key personnel.

The successful Proposer will be strongly encouraged to use student help during the term of this contract. Please indicate how this has been accomplished at other accounts (i.e., number of accounts, number of students, payroll ranges, duties, etc.).

Students employed by the Proposer will be paid at least the prevailing federal minimum wage. The University shall have the right to determine the number of hours each student may work, the nature of the work performed, and other conditions of employment University deems appropriate. The Proposer is encouraged to employ a minimum of 10% of student-workers.

Please detail your experience in dealing with foodservice labor unions and collective bargaining agreement. If possible, be specific to your experiences in Louisiana.

Describe in detail a communication and /or crisis communication plan and the personnel who would be involved.

Please describe your company’s processes and procedures to ensure product and dining service safety including what happens in the case of product recalls.

Detail recruiting techniques and sources of non-management labor, while following all equal employment guidelines shown below. Please indicate how this has been accomplished at other accounts (i.e., number of accounts, number of students, payroll ranges, duties).

Describe personnel-related functions designed to maintain compliance with all local, state, and federal laws including but not limited to:

* Fair Employment Practices
* Lawful Wage and Hour Practices
* Occupational Safety and Health Requirements
* Compliance with Employment Practices Covered Under the 1990 Americans with Disabilities Act

Indicate whether employees to be assigned to the facility will be non-union or union at commencement of the contract. Proposer is to provide a copy of its Union Contract/Agreement expected to be in force if union personnel are to be used.

Proposers are required to adhere to the prevailing wage standards (currently $15.50) established by the University, which may be subject to change. Please ensure that Attachment 8: Financial Template accurately reflects these wage requirements.

Proposer is to provide a brief description of their benefit package. The description should include, but is not limited to, the following:

* Health Care Coverage
* Dental Insurance
* Life Insurance
* Eyewear Plan
* Flexible spending
* Long-Term Disability
* Retirement
* Health Advocate
* Employee Assistance Program
* Tuition Benefits
* Leave of Absence (Paid)
* Leave of Absence (Unpaid)
* Holidays for Staff
* Vacation for Staff
* Personal Loans

**Quality and Improvement Management**

Proposers should answer the following questions and submit the following materials. If the information has already been provided, please reference the exact location in the proposal response where the information is already recorded.

Please detail and provide specifics of how your company stands out as an industry leader instead of an industry follower. How specifically will this benefit MSU Dining? What is your company’s approach to encourage and maintain a culture of innovation?

Please detail how your company reconciles corporate goals against those of the client. If possible, please be specific to MSU Dining.

Describe your process flows for Improvement Management and Quality Assurance detailing who is responsible for what on the corporate, regional, and local level for execution and compliance. How would your company’s programs positively benefit MSU? Cite examples if appropriate.

Please provide your requirements and best practices for maintaining clean dining services and kitchen areas. Do you use any KPIs or metrics to measure this performance?

Provide a measurement tool(s) or KPI’s that will allow the University and operator to proactively measure/monitor quality (service, food, etc.) as well as meal plan perception and satisfaction, on a month-to-month, and year-to-year basis as well as. The intent of the reporting mechanism will be to create measurable goals that both parties can use to monitor and ensure progress in multiple key categories throughout the contract. KPI’s should include, but are not limited to:

* REVPAS information (revenue per available student)
* Health inspection reports
* Food cost trends
* Labor cost trends
* Meal plan meal participation rates, by meal period
* Mystery shopper reports
* Survey scores
* Local purchasing benchmarking status
* Sustainable practices status
* Monthly report, budgets, plans

What would your recommendations be on managing repairs of kitchen and dining areas and equipment to meet local codes? How would your teamwork with MSU's facility management team in this respect?

What is your process for crisis management related to food contamination and similar situations?

**Sanitation and Safety**

Proposers should answer the following questions and submit the following materials. If the information has already been provided, please reference the exact location in the proposal response where the information is already recorded.

Describe the approach to sanitation and safety practices and the anticipated program to train and reinforce standards in the foodservice facility providing measurable metrics to be enforced throughout this agreement.

Outline sanitation and safety self-inspection procedures for all foodservice operations at a McNeese University. Provide a sample copy of any checklist used during inspection. Provide information regarding minimum standards and guidelines to ensure sanitation and safety in preparation, production, and service areas. **Required reports with measurable metrics will be delivered to the University’s Contract Administrator on a monthly basis throughout the term of this agreement.**

Describe in detail how the appropriate steps are taken to ensure HACCP compliance throughout this agreement. Provide a plan to ensure continuous and frequent documentation of internal inspections and what actions will be/were taken to correct any issues discovered. Proposer shall comply with the following standards and guidelines in the food preparation, production, and serving areas:

* Develop and maintain a complete HACCP plan for all food service operations at McNeese University.
* Train all employees in ServSafe Standards. All management staff are to be ServSafe certified. At least one ServSafe certified staff member shall be at each foodservice location during working hours.
* Maintain strict procedures to prevent cross contamination of menu items, e.g., allergens, proteins, produce, etc.
* Perform daily sanitation of all food and beverage areas managed by Proposer, including foodservice, receiving/loading dock areas, services corridors dedicated to food services, storage areas, employee facilities, kitchen and serving equipment and spaces, and seating areas.

**Technology**

Proposers should answer the following questions and submit the following materials. If the information has already been provided, please reference the exact location in the proposal response where the information is already recorded.

Describe your proposed approach to implementation of your Management Information System (MIS) for MSU Dining. Indicate any key issues and/or considerations MSU Dining should be aware of.

What are the key inputs you would require from with regard to the implementation of your MIS.

Indicate the top five (5) MIS implementation related risks you believe your company will have to manage at MSU. Rank the risks in level of importance with the most serious being ranked Number 1. Accompanying each risk outline the strategy your company would adopt in addressing each risk.

Please detail your web and mobile development and management program specific to MSU Dining including who is responsible for what within your company’s organization. Provide your organization's process for ADA compliance for websites at MSU.

How will your company utilize technology (mobile, desktop, web, email, etc.) to communicate with your customers at MSU (exclusive of the web site)?

How will your company utilize mobile ordering technology and what marketing strategies will be expanded on to ensure the MSU Dining Clients are aware of this technology.

Mobile ordering should allow for pick-up and delivery options. How will your company accomplish the robot deliveries technology and incorporate this new concept into the MSU Dining Services?

What technologies do you anticipate using to communicate with MSU Dining clients and to make the end user experiences easy and user friendly.

Please detail how your company will utilize technology to make MSU students’ lives better and easier. Be specific to how this will apply at MSU.

Please detail how automated check-out technology will be incorporated to retail dining outlets across campus.

Detail how your technology tools will maintain accuracy when adapting to late-breaking supply chain adjustments.

**Transition/Reopening Plan**

Proposers should answer the following questions and submit the following materials. If the information has already been provided, please reference the exact location in the proposal response where the information is already recorded.

Please provide your company’s transition plan (or grand re-opening plan if you are the incumbent) for MSU Dining based on the schedule provided in the RFP. Specifically indicate key activities, milestones and timelines for MSU Dining by service and by location.

Please provide a breakdown of the transition/re-opening costs being specific to cost category and items within each category. Indicate if you are proposing that MSU or your company will absorb such costs.

Calculate the anticipated number of entry level staff and management employee hours and associated expense to be devoted to formal training during the period prior to the start of the new Contract. Show separate hours for entry level staff and management employees.

How does your company propose to organize/structure for the MSU Dining transition/re-opening? Indicate the key roles and support elements from the corporate, regional and on-site levels of your company.

Indicate the project manager and name(s) of the person(s) that will lead the implementation from your side, what their roles are, whether their involvement will be full or part time, and the cost and duration. Also, please indicate what you believe should be MSU's role in this activity.

Please provide detail on how your company will support the transition/re-opening through your marketing and merchandising. Be specific to MSU Dining.

How will advanced technology solutions, digital marketing, or web communications be used to support the transition? And how long would you project the length of transition based on past experiences.

**Sustainability**

Proposers should answer the following questions and submit the following materials. If the information has already been provided, please reference the exact location in the proposal response where the information is already recorded.

Explain in detail how McNeese University’s environmental sustainability program will be adhered to, how you will contribute to enhancing the University’s sustainable efforts and what metrics will be used to demonstrate annual improvement in Green initiatives.

Describe your company’s experience with and approach to a zero-waste strategy for: (a) Back of house operations (sorting, composting, recycling, leftover food handling, etc.); (b) Packing and serving (eliminating single serving water bottles, eliminating disposable plastics, eliminating disposable packaging for food and beverages and reducing excess packaging from catering orders, implementing reusable containers for beverages and to-go food and to-go food boxes provided with catering, bag-free stores); (c) Ordering (reducing over-orders for catering, tray-less dining).

Proposers should develop a ‘farm to table” program with local agricultural community and explain program in detail. Program should include annual summary of measurable goals for assessment. It is important that Proposers propose a comprehensive corporate program to engage the local community for purchasing. This program should include using the local farmers’ market for menu offerings. This program should also include clear goals indicating what percentage of the food inventory will be purchased from the local area.

What is your company’s approach to labeling items that achieve the sustainability ethos (café-free eggs, locally sourced produce and/or organic choices)?

* Locally Grown Requirements: Proposers are to confirm their adherence to the provisions below and provide their proposed means of doing so.
* For the purpose of this RFP, Locally Grown is defined as grown within the State of Louisiana, and within a 150-mile radius of MSU.
* Locally Grown products purchased from local farmers require Proposer to keep records through entirety of contract period of a) product name, b) farm name & location, c) quantity purchased, d) purchase date, and e) prices paid for product(s). If Regional Local Food Distributors are contracted, the Proposer should keep similar records of each individual local farmer involved with the purchased local product(s).
* Proposer will document and purchase Locally Grown products in the following annual incremental volumes: Year 1-5% of total food budget; year 2-10% of total food budget; Year 3-15% total food budget, and so on, up to 25% of total food budget.
* Proposer will lower the dependence on pre-packaged goods by offering more chef-driven, creative items to include daily specials, action stations (wok station, pasta station etc.), salads, dressing, as well as Mediterranean cuisine and natural juices.
* Proposer will purchase a percentage of proteins (chicken, beef, pork) that are naturally raised, (with no antibiotics), as well as locally grown produce, locally raised meats, and locally baked breads.
* Proposer will establish written contract agreements by March 31st of each contract year, with selected local grower(s) requiring them to produce and deliver agreed upon quantities at a fixed price for a specific contract period. Prices paid directly to local farmers will be no less than the fixed prices noted in the weekly report found at <http://www.ams.usda.gov/mnreports/fvwretail.pdf>
* Proposer will provide annual documentation during the contract period to MSU with direct prices received by each individual grower. Documentation due with annual Business Plan on March 15gh for inclusion in University annual plans.
* Proposer will agree in written contract agreements to pay in full, contracted local grower(s) at time of acceptable delivery of product.
* Proposer will provide educational labels designating local farmer(s) products on: a) menu board signage, b) food stations, c) individual salad bar items, d) table tent signage to include at a minimum (grower, city of farm, mileage from MSU), and e) entrance Louisiana map(s) from cafeteria entrance door to pay station indicating: a) vendor farm name, b) location, and c) products purchased. All signage and labeling systems are to be mutually agreeable between local growers and MSU.
  + Proposer will conduct a robust event calendar featuring vendor demonstrations quarterly “Lunch and Learn: Local Farm Market Meet and Greet” involving Farm Vendor Demonstrations of a “Featured Louisiana Farm Product and increase educational opportunities through a newsletter, blackboard describing which farms local foods come from, display area for recipe cards for chef’s specials, nutritional value of food.
  + Proposer will work with MSU faculty and students to: a) develop local food promotions, b) identify potential local farm producers or regional distributors, c) conduct quarterly “Lunch and Learn: Local Farm Market Meet and Greet” educational sessions and d) invite local farmers to display their products and talk to students.
* Proposer will conduct a robust event calendar featuring vendor demonstrations quarterly “Lunch and Learn: Local Farm Market Meet and Greet” involving farm Vendor Demonstrations of a “featured Louisiana Farm Product” and increase educational opportunities through a newsletter, blackboard describing which farms local foods come from, display area for recipe cards for chef’s specials, nutritional value of food.
* Proposer will work with MSU faculty and students to: a) develop local food promotions, b) identify potential local farm producers or regional distributors, c) conduct quarterly “Lunch and Learn: Local Farm Market Meet and Greet” educational sessions and d) incite local farmers to display their products and talk to students.
* Proposer will allow McNeese University to organize and facilitate a series of meetings between the MSU Food Service management team and local grower to discuss future partnership.

Describe your company’s approach to waste reporting using LeanPath or the equivalent. MSU intends to share data from reporting systems with faculty and students doing research and teaching involving food systems, as well as for sustainability reporting. Is there any information your company would collect that it would deem confidential?

MSU is committed to reporting under AASHE STARS. Please describe your experience with this rating system, including the option to use the Real Food Challenge to report under AASHE STARS. What % achievement under the Real Food Challenge and what number of AASHE STARS points would your company propose reaching in: Year 1 of the contract (example: 5% and 5 points); Year 3 of the contract (example: 20% and 7 points).

How do you measure your sustainability efforts? Include software, reporting, metrics, vendor partnerships, etc. to describe.

Please list any sustainability organizations you partner with. And include how you've partnered with past clients' internal sustainability committees.

Describe how you would address sustainability initiatives – examples such as local/organic purchasing, vegan options, Fair Trade coffee and tea, bottled water reduction, tray less dining, composting, cage free shell eggs.

Define your dining system’s environmental performance according to credible, specific, verifiable, and contractual benchmarks – examples such as category-based targets that increase during the contract term, and 100% sustainable purchase of specific food items.

MSU recommends the Monterey Bay Aquarium Seafood Watch standard (as opposed to the Marine Stewardship Council label) for fish. Describe your company’s approach to sustainable procurement of fish.

What is your company’s experience with working with campus sustainability offices to develop and maintain clear, consistent, and accurate messaging that is “on brand” and synchronized with other campus sustainability messaging? How would you approach this task?

**Food Insecurity**

Even on campuses and communities with strong resources and various dining facilities, students, staff, and faculty can often find themselves struggling to find a meal. And when someone is hungry, their educational attainment and lives can be dramatically affected.

Please detail how you will build upon MSU’s existing food insecurity programs to ensure that all students have equitable and equal access to food.

What is your company’s experience with addressing food and nutrition insecurity on university campuses? Please provide examples that are transferable to the MSU setting.

How do you measure food insecurity on campus? Please detail any metrics that you use to track student’s ability to access food on a daily basis.

Please detail a program that will provide unused weekly meal swipes to the University for a food insecurity program for students.

**Supplier Diversity**

Proposers should answer the following questions and submit the following materials. If the information has already been provided, please reference the exact location in the proposal response where the information is already recorded.

Is your organization certified as diverse business? If so, please include your most up to date certification.

How will your organization support MSU's supplier diversity efforts? Will any diverse Subcontractors or Tier 2 suppliers be involved with your proposed dining services?

### 2.4.2 Financial Proposal

Proposal shall include prices per the schedule furnished in Attachment 8: Financial Template, as well as other potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish the University to consider.

**Base Proposal Quotation**

The financial proposal portion of this RFP requires that the Proposer provide a Base Proposal Quotation using the Foodservice Pro Forma Worksheet provided in Attachment 8: Financial Template.

**Additional Proposal Quotation**

Any additional proposal should be provided in a similar format separate from the Base Proposal Quotation.

**Cost Information and Financial Statements**

Complete the sales worksheets, board plan worksheets, and foodservice pro forma statements for each operation, separated by operation and year, and then consolidated for ten years. Proposer is asked to align each year's projections with McNeese University’s fiscal year, beginning each year on July 1 and concluding each year on June 30. Assume an annual inflation rate of 3.0%. Proposer is also asked to utilize a fiscal week of Midnight Sunday – 11:59 PM Saturday.

Financial statements are to be based on the programs described in Attachment 3: Minimum Menu Requirements: Residential Dining, and the menus, programs, concepts, and staffing plans Proposer has completed as part of Financial statements should follow the Base Bid Quotation requirements, as described in PART II: Scope of Work/Services.

Proposer is to assume all fees associated with credit card sales. McNeese University will bill Proposer for credit card fees incurred for meal plans that are paid directly or through a payment plan to the University.

The foodservice pro forma statements are to include only those revenue and expense items directly associated with a McNeese University operation. All revenues and expenses are to be shown using 2023 dollars with appropriate percentages, per instructions. All costs and expenses are to be allocated to the appropriate revenue centers.

The forms should be strictly adhered to, and the Proposer should note any discrepancies or modifications with accompanying footnotes.

The Campus Dining Sales and Catering Sales worksheets will be the basis for sales projections cited in the pro forma statements. All assumptions for worksheet calculations should be included as back-up information.

The worksheets are to be completed for each foodservice outlet and should include a breakdown for each Location and Meal Period proposed.

To identify clearly how each figure was derived for the pro forma statements, the Proposer should include line-by-line explanations and/or assumptions for revenue, cost of sales, management and employee benefits, and all operating expenses as back up information.

Unless noted otherwise, percentage (%) figures should be calculated as a percentage of the "Total Sales" figure on the Foodservice Pro Forma Statement.

**Financial Statement Assumptions**

Participation assumptions and sales projections for the foodservice operations should be developed based on the information as described in PART II: Scope of Services and Attachment 3 Minimum Menu Requirements: Residential Dining.

Prices in cash (retail) food and beverage outlets will be reviewed and approved in writing by McNeese University before they are implemented. The Proposer may, subject to McNeese University’s approval, increase aggregated cash prices up to the regional “CPI-Food Away From Home” annually. It is not the intent to allow for an increase annually but to make the Proposer aware that McNeese University will be firmly committed to keeping price increases at a minimum.

Proposer's meal plan rate increases will be subject to approval by McNeese University up to the increase in the regional “CPI-Food Away From Home.”

The Proposer will remit to the State of Louisiana tax commission any Sales Tax required.

The Proposer will provide such trucks or vans required for foodservice usage and will be responsible for gas, oil, repairs, maintenance, and insurance as required by Louisiana State law. The Proposer will assume full monetary responsibility for any University vehicles used temporarily in the performance of the agreement. These costs should be a direct cost of operation.

**Examples of Other Reports**

Submit one or more samples of financial reports as representation of the reporting format Proposer intends to use for McNeese University. The sample does not have to disclose the name of the client.

**Commissions and Board Plan Rates**

This is to be provided based on the 12% commission rate and Attachment 6: Board Day Calendar.

**Base Proposal Quotation (Required)**

This quotation is to be used for preparing Proposer's pro forma financial statements in Attachment 8.

**Cash Operations**

Cite the annual commissions as a percentage of net sales, for each cash operation, to be remitted to McNeese University.

**Meal Plan**

Using the meal plans provided by the University, estimate the participation and revenue the Proposer foresees for meal plan operations at McNeese University. Detail your proposed cost per student meal, by meal plan for the University.

**Regarding Net Losses**

Any and all net losses associated with this contract as the sum of McNeese University’s authorized operating expenses and commissions paid to the University from Proposer, in excess of gross sales shall be paid by the Proposer throughout the term of this agreement.

**Optional Proposal Program Submission**

After having complied with the base proposal as articulated in PART II: Scope of Services in this RFP, Proposer is given the option to submit alternate program proposals. The Proposer shall be required to prepare and submit a complete set of financial worksheets and proforma’s for each year of the term of the agreement for the alternate proposal. As shown in Attachment 8: Financial Template in conjunction with instruction for completing the pro forma workbook in the Excel file provided.

**Continuous Improvement Programs**

The University participates in continuous improvement programs to ensure that costs are improved, and efficiencies are maximized semester to semester, and year to year. The Proposer will be required to develop and implement their own program consistent with this initiative and provide the University with a monthly update on initiative, goals, and progress. Proposer is to provide a strategy on how this will be accomplished within their Bid Response.

**Summary**

McNeese University is seeking innovative, effective foodservice management of the campus dining services and therefore encourages Proposer to be creative in all aspects of the technical and financial arrangements sections of the proposal response and in any optional proposal quotations.

A Template of financial statements required for each foodservice operation is provided on the attached Excel file in Attachment 8.

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### PART III: EVALUATION

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Possible Points** |
| Technical Proposal (**Section 3.1**) | 50 |
| Financial Proposal (**Section 3.2**) | 50 |
| Total Possible Points | 100 |

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

The scores for the Financial Proposals and Technical Proposals will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

## 3.1 Technical Proposal

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the University Evaluation Committee in the evaluation of the technical proposal. Such factors include:

* Program Plan
* Food Service Plan
* Management Plan
* Marketing Plan
* Staffing/Personnel
* Student Accessibility
* Diversity, Equity, and Inclusion
* Sustainability
* SLA/KPIs
* Profile
* Residential Operations
* Retail Operations: Convenience Stores
* Retail Operations: Full-Service Cafes
* Subcontracted Partners
* Concessions
* Catering
* Emergency Preparedness
* Marketing & Engagement
* Product & Menu Development
* Human Resources
* Quality & Improvement Management
* Sanitation & Safety
* Technology
* Transition or Reopening Plan
* Sustainability
* Food Insecurity
* Supplier Diversity

## 3.2 Financial Proposal

The Financial Proposal should be electronically packaged and sealed separately from the Technical Proposal and should be clearly marked as “FINANCIAL PROPOSAL”. For detailed instructions on filling out the Financial Proposal, please see Attachment 8.

The following financial criteria will be evaluated:

* Base Proposal Quotation
* Additional Proposal Quotation
* Cost Information and Financial Statements
* Financial Statement Assumptions
* Examples of Other Reports
* Commissions and Board Plan Rates
* Cash Operations
* Meal Plan

Prices proposed by the Proposers shall be submitted on the price schedule furnished in Attachment 8: Financial Template. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate the best value for McNeese State University.

Note: The Proposer must include an itemized listing of all expenses or fees, if applicable, (including travel) that are expected to be paid by the agency. Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of State travel will be subject to prior approval by the Secretary of the agency or his/her designee.

# 

# PART IV: PERFORMANCE STANDARDS

## 4.1 Performance Requirements

Performance requirements include:

* Provide a variety of nutritious and high-quality food options that meet the dietary needs and preferences of students, including vegan, vegetarian, and gluten-free options as agreed upon in the executed contract agreement.
* Ensure all ingredients are fresh and locally sourced when possible, with an emphasis on sustainable and environmentally friendly practices.
* Maintain a clean and sanitary dining environment, with regular cleaning and sanitation of all surfaces and equipment.
* Provide friendly and attentive customer service, with staff who are knowledgeable about the menu and available to address any concerns or questions.
* Offer affordable pricing options, including meal plans and discounts for students with financial need.
* Provide convenient and flexible hours of operation that accommodate the schedules of students with varying class and work schedules.
* Continuously gather and evaluate feedback from students to improve the dining program and address any concerns or issues.
* Implement a system for tracking and reducing food waste, such as composting or donating excess food to local charities.
* Offer educational programming and resources to promote healthy eating habits and nutrition education for students.

## 4.2 Performance Measurement

The Proposer’s compliance with the outlined performance requirements will be measured with the “My Field Audits” application; a mobile tool designed to streamline the process of conducting on-site audits. The application allows field auditors to easily collect data, including photos and notes, and to submit their findings in real-time. The tool is customizable to accommodate a variety of audit types and includes features such as automatic report generation and data analytics. With the application, the University and the Proposer will efficiently and effectively manage their food service program, saving time and resources while ensuring compliance with the agreed upon terms of the contract. It is the expectation that the Proposer will pay for the annual subscription cost of the software which is approximately $20,000.

The selected Proposer will be required to submit daily audits as stipulated by the University. Requirements for using the application include but will not be limited to:

* A mobile device with the application installed.
* Access to the internet to submit data in real time.
* Training on how to use the application and conduct on-site audits.
* Knowledge of the specific audit type
* Ability to take photos and notes during the audit process.
* Understanding of how to generate reports and analyze data using the application.

The Proposer will be required to conduct and submit daily audits, using the agreed upon audit application, for each meal period (Breakfast, Lunch, Dinner & Late Night) in The Eatery at Rowdy’s (Years 1 & 2) and The New Student Center (Years 3-10). Requirements for using the application include but will not be limited to:

* A Residential Dining Manager and/or shift supervisor with a mobile device with the application installed
* Access to the internet to conduct and audit and submit/upload the audit data in real-time for each meal period.
* Training on how to use the application and conduct on-site audits
* Knowledge of the specific audit type
* The requirement, using the app, to take photos and videos and notes during each audit of each meal period in each location to confirm compliance for each menu category being offered that has been stipulated in the food service management agreement.
* Understanding of how to generate reports and analyze data using the application

ENFORCEMENT: If for any meal period the My Field Audits produces a score of sixty (60) percent or less (40 percent of menu items are not being served in in any form being made available to students), the operator shall be penalized ten (10) percent of the billed meal plan revenue for said meal period.

ATTACHMENT 1: DRAFT MANAGEMENT AGREEMENT

**STATE OF LOUISIANA**

**McNeese State University**

*Lease of Food Service Operations*

1. CONTRACT

Be it known, that effective upon approval by the Director of McNeese State University, as evidenced by the Director’s signature on this document, the (*Agency Name*) (hereinafter sometimes referred to as "State") and (*Contractor's name and legal address including zip code*) (hereinafter sometimes referred to as "Contractor") do hereby enter into this Contract under the following terms and conditions.

1. SCOPE OF SERVICE

Contractor hereby agrees to furnish the services as stipulated in the Scope of Services.

1. TERM OF CONTRACT

McNeese State University desires to enter into an agreement for a food service lease as allowed according to LA R.S. 17:3361 (A). The initial lease period will be for ten (10) years beginning July 1, 2024, or shortly thereafter and ending June 30, 2034. The lease may be extended for variable additional periods by mutual agreement of the parties not to exceed a total lease term of twenty (20) years.

1. DELIVERABLES

The Contractor will deliver the item(s) or service(s) as described per attached in Deliverables.

1. PERFORMANCE STANDARDS

Performance standards for food service operations at McNeese State University should include the following:

* Quality of Food: The food served at McNeese State University should be of high quality and meet the expectations of students, faculty, and staff. This includes the taste, presentation, and nutritional value of the food.
* Safety and Sanitation: Food service operations should comply with all local, state, and federal regulations regarding food safety and sanitation. This includes proper food storage and handling, as well as maintaining a clean and sanitary environment.
* Customer Service: Food service personnel should provide excellent customer service to all guests, including students, faculty, staff, and visitors. This includes being friendly, attentive, and responsive to customer needs and concerns.
* Efficiency: Food service operations should be efficient and timely, with minimal wait times for customers. This includes proper staffing levels, effective use of technology, and streamlined processes for ordering and payment.
* Sustainability: Food service operations should be environmentally sustainable, with a focus on reducing waste, conserving energy, and using local and organic ingredients when possible.
* Innovation: Food service operations should be innovative and responsive to changing trends and customer preferences. This includes offering new and unique menu items, as well as incorporating new technologies and processes to improve efficiency and customer service.

By establishing clear performance standards in these areas, McNeese State University can ensure that its food service operations are of the highest quality and meet the needs and expectations of its customers.

* 1. PERFORMANCE REQUIREMENTS

Performance requirements include:

* Provide a variety of nutritious and high-quality food options that meet the dietary needs and preferences of students, including vegan, vegetarian, and gluten-free options as agreed upon in the executed contract agreement.
* Ensure all ingredients are fresh and locally sourced when possible, with an emphasis on sustainable and environmentally friendly practices.
* Maintain a clean and sanitary dining environment, with regular cleaning and sanitation of all surfaces and equipment.
* Provide friendly and attentive customer service, with staff who are knowledgeable about the menu and available to address any concerns or questions.
* Offer affordable pricing options, including meal plans and discounts for students with financial need.
* Provide convenient and flexible hours of operation that accommodate the schedules of students with varying class and work schedules.
* Continuously gather and evaluate feedback from students to improve the dining program and address any concerns or issues.
* Implement a system for tracking and reducing food waste, such as composting or donating excess food to local charities.
* Offer educational programming and resources to promote healthy eating habits and nutrition education for students.
  1. PERFORMANCE MEASUREMENT

The Proposer’s compliance with the outlined performance requirements will be measured with the “My Field Audits” application; a mobile tool designed to streamline the process of conducting on-site audits. The application allows field auditors to easily collect data, including photos and notes, and to submit their findings in real-time. The tool is customizable to accommodate a variety of audit types and includes features such as automatic report generation and data analytics. With the application, the University and the Proposer will efficiently and effectively manage their food service program, saving time and resources while ensuring compliance with the agreed upon terms of the contract. It is the expectation that the Proposer will pay for the annual subscription cost of the software which is approximately $20,000.

The selected Proposer will be required to submit daily audits as stipulated by the University. Requirements for using the application include but will not be limited to:

* A mobile device with the application installed.
* Access to the internet to submit data in real time.
* Training on how to use the application and conduct on-site audits.
* Knowledge of the specific audit type
* Ability to take photos and notes during the audit process.
* Understanding of how to generate reports and analyze data using the application.

The Proposer will be required to conduct and submit daily audits, using the agreed upon audit application, for each meal period (Breakfast, Lunch, Dinner & Late Night) in The Eatery at Rowdy’s (Years 1 & 2) and The New Student Center (Years 3-10). Requirements for using the application include but will not be limited to:

* A Residential Dining Manager and/or shift supervisor with a mobile device with the application installed
* Access to the internet to conduct and audit and submit/upload the audit data in real-time for each meal period.
* Training on how to use the application and conduct on-site audits
* Knowledge of the specific audit type
* The requirement, using the app, to take photos and videos and notes during each audit of each meal period in each location to confirm compliance for each menu category being offered that has been stipulated in the food service management agreement.
* Understanding of how to generate reports and analyze data using the application

ENFORCEMENT:

If for any meal period the My Field Audits produces a score of sixty (60) percent or less (40 percent of menu items are not being served in in any form being made available to students), the operator shall be penalized ten (10) percent of the billed meal plan revenue for said meal period.

1. RESPONSIBILITIES OF THE CONTRACTOR
   1. PROCUREMENT

Food and Supplies – The Proposer shall procure and assume monetary responsibility for all food and food supplies utilized by the University under this agreement. Provider shall hold suppliers of food and food products to high degree of quality, control, and sanitation standards. The University reserves the right to inspect and approve suppliers utilized by Provider. The University shall provide an adequate initial inventory level of expendable equipment items such as china, silverware, glassware, serving trays, salt and pepper shakers, pots, pans and kitchenware. Provider must maintain the inventory levels at its expense. New items or increase inventory level requirements shall be the Proposer’s responsibility.

The Contractor shall purchase all necessary smallwares, china, glassware, and flatware. Title to all such smallwares, china, glassware, and flatware shall rest solely with the University. The Contractor shall list china, glassware, silver, kitchen utensils, and tray replacement costs as "Operating Expenses." The Contractor shall reconcile all china (if any) and smallwares annually owned by University and shall jointly agree to required inventory levels. Contractor shall maintain the required inventory levels and charge the expense of replacements as an operating expense. Reconciliation of inventories should be on an annual basis at the end of each fiscal year.

The Contractor shall engage in competitive specification buying. How­ever, food or supplies may be procured from a facility operated by the Contractor or a parent corporation provided that such food and supplies are acceptable with respect to quality and competitive price.

The general minimum purchase specifications that must be adhered to by the Contractor shall include but are not limited to:

* All meats, meat products, poultry, poultry products, and fish must be Government inspected.
* Beef, lamb, and veal shall be U.S.D.A. Grade Choice or better.
* Pork shall be U.S. No. 1.
* Poultry shall be U.S. Government Grade A.
* Fresh fish and seafood shall be top grade; frozen fish and seafood shall be a nationally distributed brand, packed under continuous inspection of the U.S.D.A.
* Dairy products:
  + Cage-free Eggs – fresh U.S.D.A. or State graded “A”
  + Butter – U.S.D.A. Grade “A” (92) score
  + Cheese – U.S.D.A. Grade “A” for all graded cheese
  + Milk and Milk Products – U.S.D.A. Grade “A”
* Fresh fruits and vegetables – U.S.D.A. fancy to U.S.D.A. Number "1" shall be used for all graded fresh vegetables and fruit as a minimum specification.
* Dry stored items and canned goods – Grade "A" fancy.
* Frozen fruits and vegetables – U.S.D.A. Grade "A".
* All food items shall be procured in accordance with NACUFS Professional Standards Manual, Section VII, and Systems for Quality Assurance.

Equipment Inventory

The Proposer is allowed the use of the existing University inventory of dining service related equipment and supplies in their performance of the lease. Inventory will be taken prior to the commencement of the lease term to establish the equipment and supply items and levels. Said inventory will be conducted jointly by the University and The Proposer in order 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 or loss or destruction due to fire or other casualty excepted.

Additionally, the following shall apply:

* + No University owned equipment shall be removed or disposed from the premises

for any purpose without the prior approval of the University and Property Control

Office.

* + The inventory list of the University owned equipment shall be binding upon the

parties. Based thereon, Provider shall maintain current records of equipment

furnished for their use, indicating the additional, replacement, and/or removal of

University owned equipment in accordance with Louisiana Property Control

regulations. Obsolete or nonoperational equipment shall be reported by Provider

to Property Control office for proper disposal of equipment. This shall include the

completion of an annual property inventory.

* + At the time of termination of the lease or extension thereof, or in the event of

termination for cause or convenience, as described in the lease, all University

owned equipment or equipment purchased by Provider and ownership

transferred to the University, shall be returned to the University in good condition;

normal wear and tear or loss or destruction due to fire or other casualty excepted.

* + All equipment, furniture and/or fixtures in use by Provider shall be the

responsibility of the Provider. Any items lost, stolen, or damaged through

negligence or abuse shall be replaced at the Lessee’s expense with ownership

retained by University.

Equipment Provided by the Contractor

Subject to written approval by the University, any equipment not furnished by the University and deemed necessary by the Contractor must be provided by the Contractor. All equipment provided (and owned) by the Contractor shall remain the Contractor's property, subject to written approval by the University, until expiration of the Contract at which time the University reserves the option to purchase some or all of the Contractor’s equipment at the lower of either the depreciated cost or its fair market value.

* 1. EMERGENCY PREPAREDNESS

The Contractor will be responsible for developing an emergency preparedness plan for Dining Services. This plan should include details on how the Contractor will continue to provide food services in the event of an emergency, including how the Contractor will ensure the safety and well-being of their staff, as well as how they will communicate with students and other stakeholders about any changes to food service operations. It should also outline any special procedures or protocols that will be put in place during an emergency, such as food storage and handling, and any additional resources or equipment that may be needed. The plan should be comprehensive and consider a range of potential emergency scenarios, including natural disasters, power outages, and other disruptions to normal operations.

The emergency preparedness plan should also include a clear chain of command and identify key staff members who will be responsible for implementing the plan. This includes designating roles and responsibilities for all staff members and ensuring that everyone is aware of their role in the event of an emergency.

It is also important that the plan is regularly reviewed and updated to reflect any changes in the organization or any new information relating to emergency preparedness. Regular drills and training sessions should be conducted to ensure that all staff members are familiar with the plan and are prepared to implement it in the event of an emergency.

The plan should be easily accessible to all staff members and stakeholders, and there should be clear communication channels in place to ensure that everyone is kept informed of any changes or updates to the plan.

Overall, a thorough and well-developed emergency preparedness plan for Dining Services is essential to ensure the safety and well-being of all staff members and stakeholders during an emergency.

In addition to the criteria mentioned, the emergency preparedness plan should also address the following specific areas:

* Food safety and sanitation: The plan should outline procedures for ensuring food safety and sanitation during an emergency. This includes guidelines for food storage and handling, as well as protocols for maintaining proper temperatures and preventing cross-contamination.
* Food supply and inventory: The plan should include details on how Dining Services will manage their food supply and inventory during an emergency. This includes procedures for ordering, receiving, and storing food, as well as strategies for managing limited resources.
* Communication: The plan should outline a comprehensive communication strategy that includes how information will be disseminated to staff members, students, and other stakeholders during an emergency. This includes identifying communication tools and channels that will be used to provide updates and instructions.
* Staff training and readiness: The plan should include details on how Dining Services will train their staff members on emergency procedures and ensure they are prepared to respond to an emergency. This includes conducting regular training sessions and drills, as well as ensuring that staff members are familiar with their roles and responsibilities.
* Partnerships and collaborations: The plan should identify potential partnerships and collaborations with other departments or organizations that could assist Dining Services during an emergency. This includes identifying resources and support that could be provided by other organizations, as well as establishing communication channels and protocols for working together.

By addressing these areas, Dining Services can ensure that their emergency preparedness plan is comprehensive, effective, and responsive to the needs of their staff members, students, and other stakeholders.

1. CLEANING AND SANITATION

The Contractor shall maintain, at all times, the University's food facilities in a clean and sanitary manner in accordance with all federal, state, and municipal laws, codes and regulations. The Contractor will train all employees to follow a "clean-as-you-go" policy. The food facilities are subject to inspection by City, County, and State authorized health department officials, fire department, and other agencies relative to safety requirements.

The Contractor shall not use the drain disposals to dispose of food particles. Dishes and smallware must be wiped off into appropriate waste receptacles prior to washing.

The Contractor is responsible to notify the Contract Administrator, in writing, of any potential violations which, under terms of the Contract, University carries the responsibility to correct. The Contractor is responsible to pay all fines immediately and notify University within 24 hours of receipt of any notice of fine(s).

If the Contractor notices any condition which is unsafe, unhealthy, or in any other way would cause an accident, the Contractor shall make or cause to be made appropriate repairs to remedy the condition. If correction of the condition will take more than routine attention, then the Contractor agrees to notify the Contract Administrator immediately.

The Contract Administrator shall be notified immediately of any accidents or safety hazard. The Contractor and its employees, agents, or subcontractors agree to abide by and practice all University and local safety standards and regulations, including adherence to the minimums of the University’s safety protocols. The Contractor shall take all necessary and proper precautions to protect the safety of employees and other persons and to protect all property from any damages from whatever cause. Contractor shall comply with all federal, state, and local safety regulations to include but not limited to E.P.A., D.E.P., D.O.T. and O.S.H.A. mandates and regulations. Contractor will be responsible for all federal, state and local permits in connection with services they provide. The Contractor shall be responsible for any violation of any regulation issued there under and shall immediately remedy any conditions giving rise to such a violation. The Contractor shall defend and hold the University, its officers, trustees, and employees harmless from any fine, penalty, or liability in connection therewith.

If the Contractor does not maintain an “A” rating with the Health Department or fails a fire marshal inspection, the Contractor will pay the University $5,000 a month until the issues are resolved, and the grade is changed to an “A”.

The Contractor and any subcontractors shall give access to the authorized representatives of the Secretary of Labor for the purpose of inspecting or carrying out any of the Secretary's duties under the Occupational Safety and Health Act of 1980, as amended. The Contractor shall be responsible for any violation of the Act, or any regulation issued there under and shall immediately remedy any conditions giving rise to such a violation. The Contractor shall defend and hold the University, its officers, trustees, and employees harmless from any fine, penalty, or liability in connection therewith.

The Contractor will provide custodial services and certain general building and equipment maintenance, including the major cleaning of ceilings, carpets, walls, windows, light fixtures, draperies, blinds, and vents in the service and dining areas, except as otherwise provided herein. The cleaning of all assigned food service spaces including the kitchen, service area, dining area floors, office, dining rest rooms, ceilings, walls, and vents are the responsibility of the Contractor. The cost of building and equipment maintenance or repairs resulting from the acts or omissions of the Contractor, or its employees shall be paid by the Contractor.

The Contractor shall adhere to the following minimum standards and guidelines in the preparation, production, and service areas:

* Clean all kitchen surfaces and equipment as well as server counter and dining room tables on a continuous basis and following each meal period.
* Contractor will recycle according to University sustainability regulations and policies, and costs shall be borne by Contractor.
* Keep public areas free from hazardous conditions.
* Adhere to sanitation regulations for ware washing, recommended temperatures, or the use of chemical sanitizers.
* Clean kitchen and service area floors, walls, and vents as required.
* Monitor the dining tables and areas before and during service hours to maintain dining rooms in a clean and orderly fashion.
* Dining room floors will be vacuumed (in carpeted areas) and mopped (in non-carpeted areas) after every meal period or as needed by the Contractor. Dining room carpets will be hot water extracted/cleaned once per term and non-carpeted areas finished and buffed to a shine as needed.

The University shall provide for payment of utilities and normal trash disposal service as part of routine building operations related to the lease payment agreement.  Contractor shall provide payment for grease trap cleaning, pest control services, daily dining and food production area cleaning, and other custodial/housekeeping functions normally associated with daily use and custodianship of the facility. The contractor shall create, in consultation with the University, appropriate schedules for accomplishment of such services, and shall further provide evidence on an annual basis that such custodial/maintenance functions are being appropriately performed.

Food Hood Inspections will be scheduled and paid for by McNeese State University Facilities Environmental Health and Safety Office.  This inspection is required twice per year and will be scheduled with input from the contractor.

Cleaning of hoods and vents, complete system from hood to roof, will be scheduled and paid for by the contractor (minimum of twice per year).  This will be coordinated and scheduled with McNeese State University Facilities Environmental Health and Safety Office prior to the semi-annual Food Hood Inspections.

The University shall strip, clean, and wax all dining room area floors (residential dining room, retail food court dining room, retail coffee shop dining room) on an annual basis and will schedule such work in consultation with the contractor to minimize interruptions to the contractor’s business operations.

Contractor shall make same day notification to the University regarding University-owned and maintained equipment failures and repair needs. Non-emergency problems occurring at night and on weekends shall be reported by the Contractor to the University by the next business day. The contractor shall report emergency failures immediately to appropriate University personnel.

Equipment Maintenance & Replacement Fund

The Contractor shall establish an annual food service equipment maintenance and replacement fund with the University in the amount of $50,000 per year. The Contractor shall deposit the funds into the food service equipment maintenance and replacement fund by October 1st of each year. The Dean of Student Services will maintain, with the cooperation of the Contractor, a detailed accounting of expenditures charged against the fund and will make the accounting available upon request within seven (7) business days. In the event any portion of this annual fund is not expended, the remaining balance shall be carried forward to succeeding operating year(s). Upon the expiration of this Agreement, any balance remaining in this fund (balance at the time the agreement is terminated, including the balance carried forward from previous years) shall be retained by the University.

1. FINANCIAL TERMS

*Financial terms will be listed in this section upon award of RFP for such things as Lease Payments, Commission Payments, Capital Investment, and other initiatives.*

1. TAXES

The Contractor agrees that all applicable taxes are included in the Pricing Schedule. State agencies are exempt from all State and local sales and use taxes.

1. LATE PAYMENTS

Interest due by the 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. TERMINATION

The University has the right to terminate this Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor’s fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the 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 the University; (e) 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. TERMINATION OF THIS CONTRACT FOR CAUSE

The University may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Contract, or failure to fulfill its performance obligations pursuant to this Contract, provided that the University shall give the Contractor written notice specifying the Contractor’s failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and this 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 the University to comply with the terms and conditions of this Contract, provided that the Contractor shall give the University written notice specifying the University’s failure and a reasonable opportunity for the University to cure the defect.

1. TERMINATION OF THIS CONTRACT FOR CONVENIENCE

The University may terminate this Contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The 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. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this 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 this Contract, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1. CONTRACT MODIFICATIONS

No amendment or modification of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Contract is binding on any of the parties.

Changes to this Contract include any change in a) compensation; b) beginning/ending date of this Contract; c) scope of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this Contract.

1. RENEGOTIATION AND AMENDMENT

The financial terms set forth in this Agreement and other obligations assumed by the Contractor hereunder are based on conditions in existence on the date the Contractor commences operations, including by way of example, the University’s student population, labor, food, and supply costs; and federal, state, and local sales, use and excise taxes. Should these conditions change then the parties may mutually renegotiate the provisions of this Agreement to reflect such change.

Changes to the Agreement include any change in: compensation; investment in leased facilities; beginning/ending date of the Agreement; scope of work but not including specific meal plans; and/or Contractor’s change through the assignment of lease process. Any such changes, once approved, will result in the issuance of an amendment to the Agreement. Additional lease payments and or investments in the University facilities may be permitted if consistent with Louisiana law as additional inducements for extending the lease during the variable lease extension period.

1. OWNERSHIP

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

All records, reports, documents, and other material delivered or transmitted to the Contractor by the University shall remain the property of the University and shall be returned by the Contractor to the University at the Contractor's expense, at termination or expiration of this Contract.

1. USE OF AGENCY’S FACILITIES

Any property of the University furnished to the Contractor shall, unless otherwise provided herein, or approved by the University, be used only for the performance of this Contract.

The Contractor shall be responsible for any loss or damage to property of the University which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the University in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the University, the Contractor shall notify the University thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the University all property of the University prior to settlement upon completion, termination, or cancellation of this Contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

1. WAIVER

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

1. 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.

Contractor further warrants that it has the right to provide and or license its product to the University and that it will operate in accordance with this Contract. In the event of a material failure of 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 this Contract that results in the termination of this Contract for cause by the University, the University will not be obligated to compensate the Contractor of any costs incurred by Contractor.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

1. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the University from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this Contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the University.

Contractor will indemnify, defend and hold the University harmless, ***without limitation****,* from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the University in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the University shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the University may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) University’s unauthorized modification or alteration of a Product, Material, or Service; (ii) University’s use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) University’s use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the University’s exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the University the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the University up to the dollar amount of this Contract. Any injunction that is issued against the University which prevents the University from utilizing the Contractor’s product in excess of six (6) months and for which the Contractor has not obtained for the University or provided to the University one of the alternatives set forth in the foregoing sentence is cause for the University to terminate this Contract. In the event of such termination, the University will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in this Contract as being “without limitation”, and regardless of the basis on which the claim is made, Contractor’s liability **for direct damages, shall be the greater of $100,000, the dollar amount of this Contract, or two (2) times the charges for services rendered by the Contractor under this Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The University may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1. INSURANCE AND BONDS
   1. INSURANCE

Contractor will be required to provide the University with Certificates of adequate insurance indicating coverage required, *(in accordance with Attachment 2: Insurance Requirements in the RFP).* The Contractor shall maintain the insurance for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

* 1. PERFORMANCE BOND

Contractor will provide a performance (surety) bond in the amount of Three Hundred Fifty Thousand ($350,000) to insure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and the State. 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 percent 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 percent 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 percent 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.

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

1. LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits and pay inspection fees required to do the work required to complete this Contract, if applicable. It is important to note that the Contractor is responsible for procuring alcohol permits for any food service events where alcohol will be served. This includes ensuring that all permits and licenses are up to date and in compliance with local laws and regulations.

Responsible Vendor Alcohol Service – The Proposer shall provide for non-exclusive responsible vendor alcohol service at University events occurring on and off the main campus upon request and according to terms mutually agreeable to the Proposer and the University. Proposer shall not provide alcohol service for any event or function occurring on University owned or controlled premises or property without the expressed, written permission of the University President. The Proposer acknowledges student event involving alcohol service provided by Provider are subject to advanced planning and coordination in conjunction with the chief student affairs officer or designee following approval of the University President.

1. SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

1. SUBCONTRACTORS

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor’s duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the University for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

1. SUBSTITUTION OF PERSONNEL

If, during the term of this Contract, the Contractor or subcontractor 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 the University 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.

The University shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

1. ASSIGNMENT

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the University. 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 University.

1. CODE OF ETHICS

The 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 this Contract. The Contractor agrees to immediately notify the University if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

1. CONFIDENTIALITY

The following provision will apply unless the University statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the University’s operations which are designated confidential by the University and made available to the Contractor in order to carry out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the University. The identification of all such confidential data and information as well as the University's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the University in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the University to be adequate for the protection of the University’s confidential information, such methods and procedures may be used, with the written consent of the University, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor’s possession, is independently developed by the Contractor outside the scope of this Contract or is rightfully obtained from third parties.

1. CONTRACT CONTROVERSIES

Any claim or controversy arising out of this Contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

1. RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of McNeese State University, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to this Contract for a period of seven (7) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

1. RECORD RETENTION

The Contractor shall maintain all records in relation to this Contract for a period of at least seven (7) years after final payment.

1. CONTRACTOR’S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT

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 this Contract and debarment from future contracts.

1. CONTRACTOR’S COOPERATION/CLOSE-OUT

The Contractor has the duty to fully cooperate with the University and provide any and all requested information, documentation, etc. to the University when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the University’s right to audit or to withhold State owned documents.

1. SECURITY

Contractor’s personnel will comply with all security regulations in effect at the University’s premises, the Information Security Policy at https://www.mcneese.edu/policy/information-security-program-policy/ and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

1. COMMENCEMENT OF WORK

No work shall be performed by Contractor and the University shall not be bound until such time as this Contract is fully executed between the University and the Contractor and all required approvals are obtained.

1. COMPLIANCE WITH CIVIL RIGHTS LAWS

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 Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

1. ANTI-KICKBACK CLAUSE

The 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. CLEAN AIR ACT

The 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. ENERGY POLICY AND CONSERVATION ACT

The 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. CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water 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. 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. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with La. R.S. 39:1602.1, for any contracts with a value of $100,000 or more and for any Contractor with five (5) or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

1. FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

1. HEADINGS

Descriptive headings in this Contract are for convenience only and shall not affect the construction of this Contract or meaning of contractual language.

1. GOVERNING LAW

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

1. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

1. ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated \_\_\_\_\_\_\_\_\_\_\_\_, and the Contractor's Proposal dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES’ SIGNATURES: CONTRACTOR SIGNATURE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

THUS DONE AND SIGNED AT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES’ SIGNATURES: MCNEESE STATE UNIVERSITY SIGNATURE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

ATTACHMENT 2:

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

1. MINIMUM SCOPE AND LIMITS OF INSURANCE
2. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor’s headquarters. Employers Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

1. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

1. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired, and non-owned automobiles.

1. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

1. Other Insurance Provisions

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

1. Commercial General Liability and Automobile Liability Coverages
   1. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
   2. The Contractor’s insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency Shall be excess and non-contributory of the Contractor’s insurance.
2. Workers Compensation and EMPLOYERS Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees, and volunteers for losses arising from work performed by the Contractor for the Agency.

1. ALL COVERAGES
   1. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor’s policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
   2. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency’s acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
   3. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
   4. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
2. ACCEPTABILITY OF INSURERS
   1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.
   2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.
3. VERIFICATION OF COVERAGE
   1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
   2. The Certificate Holder shall be listed as follows:

State of Louisiana

McNeese State University, Its Officers, Agents, Employees and Volunteers

4205 Ryan Street,

Lake Charles LA 70605

* 1. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
  2. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued, or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

1. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor’s Certificates at any time.

1. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

1. INDEMNIFICATION/HOLD HARMLESS AGREEMENT
2. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
3. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor’s responsibility for the handling of and expenses for all claims.

ATTACHMENT 3:

MINIMUM MENU REQUIREMENTS: RESIDENTIAL DINING

**Rowdy Dining Hall (Years 1 & 2)**

Description of Facilities and Concepts – This will be an Anytime Dining unlimited access venue featuring self-service food stations with unrestricted take-out.

Designate and program for Rowdy Dining Hall to be the primary foodservice location on campus prior to the opening of the New Student Center Campus Restaurant in 2025.

Services Style – Anytime Dining service continuously throughout the day and evening seven days a week, 7:00 a.m. to 12:00 a.m.

The Proposer is also expected to infuse cook-to-order items into the menu wherever possible and as a minimum where outlined below.

The Proposer is expected to offer the following menu items at a minimum in the dining hall at each meal period including late-night. This requirement applies to summer conferences as well.

Vegetarian and vegan entrees which are healthy, protein rich, and wellness oriented are offered at breakfast, lunch dinner and late-night. Proposer must offer their allergy-free and gluten-free platform at all meals including late-night.

The Proposer is expected to offer a specialty pop-up meal once per week during the course of the semester e.g., BBQ Cook-Out, Street Food Italian, Mashed Potato bar, etc.

The Proposer is expected to offer and support “The McNeese Unlimited Drink Club+” – an unlimited hot/cold beverage subscription program. “The McNeese Unlimited Drink Club+” shall be included in the “Anytime Dining Unrestricted” meal plan at no extra charge to students. Commuters, faculty, and staff will have the ability to pay $45/semester to buy into the program if desired. Locations that shall include the “The McNeese Unlimited Drink Club+” shall include:

* Rowdy’s Dining Hall
* Einstein Bros. Bagels
* Starbucks

Students, faculty, and staff may take out food from the Rowdy Dining Hall. Any students with an Anytime Dining meal plan may have unrestricted take out during all hours of operation.

The following are the types of non-food amenities that McNeese State University is considering implementing in this facility, subject to sizing requirements, funding, and the preferences of students. The following chart outlines the social amenities to be included and the implementation responsibility for each:

|  |  |  |
| --- | --- | --- |
| Amenity | The Proposer | MSU |
| Additional Power Outlets Including USB Power Outlets Accessible to Each Table |  | ✓ |
| Printing and Scanning Accessibility |  | ✓ |
| Table Games (i.e., Foosball, Pool, Ping Pong) and Video Games |  | ✓ |
| High-Speed Wi-Fi (Maximum Bandwidth to Ensure Fast Connection for All Students, Faculty & Staff) |  | ✓ |
| RockBot: Mobile Application Music Platform or Comparable. Supporting sound system to be implemented into space. | ✓ |  |

Menu Profile

Rowdy Dining Hall: Minimum Menu Profile - The Proposer is expected to offer the following menu items at a minimum in Rowdy Dining Hall. All food items listed in the menu profiles are to be offered continuously throughout all dayparts on a daily basis. No foods or stations are to be closed or “throttled” down in-between meal periods.

D-I-Y U-Cook Station (Mon-Sun: 7a-12a)

This will be a do-it-yourself self-serve kitchen within the servery in which students can prepare their own meals and offer a variety of hot and cold food items. This station will be fully stocked with ingredients and seasonings, similar to what would be available in the kitchen of the student’s own homes. As a minimum, this area should feature the following menu items:

* Breads, Bagels, and Condiments
* Bulk Cereal Bar
* Panini Press
* Belgian Waffles with Toppings Bar
* Induction Cookers four (4)
  + Whole/real crackable eggs with chopped veggies, proteins, veggies, and cheese
  + Omelets
  + Scrambles
  + Sunny side up/over easy
* Rice Cooker – White Rice
* Hot Black Beans
* M-Y-O Blended Smoothies from Scratch:
  + Daily Seasonal Whole Fruit (minimum of three (3) daily): i.e., Pomegranate, Apples, Oranges, Bananas, Pears, Grapes, Watermelon, Pineapple)
  + Daily Seasonal Cut Fruit (Minimum of three (3) daily): Grapefruit, Cantaloupe, Pineapple, Watermelon, Citrus Sections
  + Stone Fruit (cherries, Peaches, Plums, Mango)
  + Yogurt (two (2) Varieties, Non-fat and Regular)
  + Avocados
  + Chia Seeds
  + Protein Powders
* B-Y-O Milkshakes:
  + Scoop Ice Cream (minimum six (6) flavors)

7:00 a.m. – 10:00 a.m.

**Comfort/Traditional Foods**

* Cage-free Eggs (No Boxed Egg Product) – Any Style with a Variety of Vegetables, Cheeses, and Meats
* Hash Browns
* Tater Tots
* Grits (available in three (3) grinds i.e., fine, medium, and coarse)
* Bacon & Sausages
* Turkey Bacon
* Hot Oatmeal
* Made-to-Order
  + Pancakes (plain, chocolate chip, etc.)
  + French Toast
* Breakfast Sandwich Selection
  + Egg, Bacon, and Cheese
  + Egg, Sausage, and Cheese
  + Sausage and Cheese
  + Impossible Sausage & Vegan Cheese
* Vegetarian and Vegan Options

**Bagel Platform**

* Four (4) Varieties of Einstein Bros Bagels– One (1) Whole Grain – One (1) Gluten Free)
* Cream Cheese (two (2) Varieties): Plain and Flavored (e.g., Salmon, Strawberry, etc.)
* Powdered Sugar,
* Whipped Butter & Margarine - Soft, non-hydrogenated
* Jelly and Preserves (two (2) varieties each)
* Cheese Spread
* Honey
* Raw Agave
* Toasters

##### **Einstein Bros Coffee Self-Serve Station (Available All Day, Included in Unlimited Drink Club+)**

* Einstein Bran Coffees
* Tea, Herbal Teas, Hot Chocolate

**Beverages**

* Maintain Current Selection of Beverages

10:00 a.m. – 12:00 a.m.

**Soups**

* Two (2) Homemade Soups Daily (One (1) must be Vegetarian One, (1) Gluten-free)
* Variety of Cream and Broth Based Soups must be Rotated Between Lunch and Dinner

**Grill Menu (Cooked-to-Order)**

* Cooked-to-Order 1/3lb, 1/2lb, or 2/3lb All Beef Burgers “Totally Customizable” (i.e. fried egg, onion rings, sliced avocado, bacon & cheese, sautéed onions & mushrooms, pickles, sesame seed bun, gluten free bun)
* Grilled Cheese
* Vegetarian Burgers Daily
* Beyond/Impossible Burger on Gluten Free Bun
* Chicken Breast (Grilled & Fried)
* Chicken Tenders
* Chicken Nuggets Daily (Variety of Two (2) Daily)
* Plant-Based Protein (i.e.: Beyond Burgers, Chicken, etc.)
* Board Walk Fries
* Tater Tots

**Salad Bar**

* Two (2) Garden Greens Bowl - Iceberg Lettuce shall Not be the Dominant Lettuce Variety.
* One (1) Specialty Green Salad from Caesar, Greek, Spinach, California Greens
* Six (6) or More Marinated Vegetable or Fruit Salads
* Hummus
* One (1) or More Starch Salads from Varieties of Potato, Rice, Pasta
* Cheddar, Swiss, Mozzarella, Cottage Cheese, Feta, Bleu Cheese
* Cubed Ham and Chicken
* Cottage Cheese
* Two or more yogurts
* Fresh Strawberries, blueberries, cantaloupe, honey dew, sliced oranges
* Two (2) or More Protein Toppings from Chickpeas, Lentils, Beans, Cage-free Egg
* Daily Vegetable Toppings – Carrots, Tomatoes, Celery, Cucumber, Broccoli, Mushrooms. Red/Green Peppers, Red/Green Onion, Radishes, Red Cabbage
* Rotation of Two (2) or More Vegetable Toppings, e.g.: Pickled Beets, Dill Pickles, Sweet Pickled Onions, Olives,
* Other Toppings Including Croutons, Bacon Bits, Parmesan Cheese, Pepper Mill, Sunflower Seeds, Raisins, Craisins
* Vegan Alternative Cheese
* Plant-Based Proteins
* Daily Rotation from: Pretzels, Nacho Chips, Chow Mein Noodles, Granola
* Dressings: Ranch (Light), Caesar (Light), Italian (Light), French (Light), Balsamic, Creamy Italian, Catalina French, Sun Dried Tomato Pesto, Creamy Garlic, Greek, Honey Dijon, Mandarin Orange and Kiwi, Grapefruit Ginger Splash, Oriental, Blue Cheese, etc.

**Allergen-free Station (rotating on cycle menu)**

* Daily Low-Carb Options minimum of two (2). If oil is used in cooking/preparation, coconut oil, olive oil, macadamia oil, avocado oil or butter must be used.
* Wellness Focused Options
* Gluten-free Options
* Nut-free Options
* Rotating Plant-Based Vegan Options
* One (1) Hot Vegetarian Entree Daily
* One (1) Hot Vegan Entree Daily
* Vegan Alternative Cheese
* Plant-based Meats (Burgers, Chicken Wings, etc.)
* Vegetarian Salads
* Vegetarian Pastas
* One Vegan Protein Option Daily
* Baked Potatoes and Sweet Potatoes
* Tofu
* Hummus

##### **Global Kitchen - Daily Rotation of Authentic Cultural Offerings (To include, but not limited to Latino, Caribbean, Dominican, European, Chinese, Thai, Greek, Japanese, Vietnamese, Indian, etc.) \***

* Variety of Chicken Options (Jerk, Curry, Orange, Mushroom, Kung Pao, Sweet & Sour, Thai Cashew, etc.)
* Cuban Pork
* Fish Tacos
* Fried Plantains
* Variety of Beef Options (Broccoli & Beef, Mongolian Beef)
* Tofu Options
* Fried Rice
* Jollof Rice
* Iyan (Pounded Yam)
* Àmàlà (Yam Flour/Cassava Flour/Plantain Flour)
* Ogbono Soup (African Mango Seed Soup)
* Puff-Puff (Fried Sweet Dough Ball)
* Àkàrà (Fried Bean Cake)
* Pepper Soup
* Suya (Spicy Grilled Kebab)
* Asaro (Yam Porridge)
* Egusi (Melon Seed Soup)
* Ębà (Cassava Meal)
* Chin Chin (Fried Snack)
* Boli (Roasted Plantain)
* Beans and Dodo (Fried Plantain)
* Obe lla Alasepo (Mixed Okra Soup)
* Moin Moin/Okpo Oka (Bean/Corn Pudding)
* Chow Mein
* Cream Cheese Rangoon
* Chicken Pot stickers
* Kabobs
* Gyros
* Crepes

##### **Hot Entrees (Rotating & Consistent Selection)**

Rotating:

* Includes: Two (2) Entrees, one (1) traditional entrée, two (2) Vegetables (one (1) must be Fresh and Not Canned or Frozen), two (2) Starches

Consistent:

* One (1) fresh seafood selection (e.g., Crawfish, Shrimp, Salmon, Mussels, Cod, etc.)

##### **Sushi**

* Alaska Roll
* Avocado Roll
* Spicy California Roll
* Vegetable California Roll
* California Roll
* Dynamite Roll
* Green Dragon Roll
* Rainbow Roll
* Salmon Roll

##### **Pizza/Mac & Cheese/Chicken Wings**

* Cheese Pizza, Daily
* Pepperoni Pizza, Daily
* Gluten Free Pasta, Daily
* Vegetable Pizza - One (1) Daily, Rotating
* Breakfast & Dessert Pizza, Daily
* Gluten Free Pizza, Cooked to Order
* Mac N’ Cheese, Daily
* Mac N’ Cheese (Gluten & Dairy Free)
* Chicken Wings (Buffalo, Teriyaki, BBQ, etc.), Daily
* Mozzarella Sticks, Daily

##### **Deli/Hot Subs Menu**

* Whole Grain Breads, House-Baked Rolls, and Variety Healthy Focused Breads
* Sliced Meats: Turkey, Ham, Roast Beef, Chicken, Salami, Bologna, etc.
* Cheese Slices: Mozzarella, Cheddar, Swiss
* Tuna, Chicken, and Egg Salad, and Other Salad Mixes on Rotation
* Vegetable Toppings: Tomato, Lettuce, Sprouts, Cucumber, Pickles, Red Onions, Olives, Sliced Green Peppers, Hot Peppers
* Condiments: Mayonnaise, Mustards, Horseradish, Hot Sauce, etc.
* Hot Sub Sandwiches:
  + Philly Cheese Steak
  + Chicken Parmesan
  + Meatball
  + Buffalo Chicken
  + Veggie Melt

##### **Custom-Mex Build-Your-Own Bowl/Burrito/Taco Concept**

* Brown Rice
* White Rice
* Romaine Lettuce
* Four (4) Meats (Steak, Chicken, Pork, Carnitas, etc.)
* Vegan or Plant-Based Protein (similar to Sofritas/Beyond Burger Crumbles)
* White Cheddar Cheese
* Guacamole
* Four (4) Varieties of Salsa (Hot, Mild, Chunky, Corn, etc.)
* Two (2) Varieties of Beans (Black, Pinto, etc.)
* Fajita Mix (Grilled Onions and Peppers)
* Queso
* Sour Cream
* Lime Salted Chips Made from Scratch Served in Branded Brown Paper Bags

##### **Desserts (Include labeled Allergen-free options alongside the regular offering)**

* Cakes, Brownies, Bars, Squares (three (3) varieties)
* Cookies (two (2) varieties)
* Frozen Yogurt Option
* Pudding (one (1) type)
* Crisps (one (1) variety)
* Jell-O
* Two (2) Feature Daily Desserts (Lunch and Dinner per Menu)
* Self-serve Scoop Hard Ice-Cream

10:00 a.m. – 4:00 p.m. Saturday & Sunday

##### **Biscuits, Grits & Chicken: Weekend Brunch to be served in ADDITION to the daily menu items in the servery:**

* Buttermilk Fried Chicken
* Biscuits (Scratch-Made)
* Croissants (Scratch-Made)
* Gravy
* Grits (Cheesy & Non-Cheesy)
* Sausage-Stuffed Honey Buns
* Variety of Casseroles:
  + Hash brown Casserole
  + Cajun Catfish Casserole
  + Eggs Benedict Casserole
  + Shrimp & Grits Casserole
  + Waffle Casserole
  + Sausage Gravy Casserole with Cheddar-Cornmeal Biscuits
* Country Ham Hash
* Spicy Biscuit Sausage Balls
* Two (2) Selection of Waffles:
  + Belgian Waffle
  + Cornbread Waffle
* Baked Oatmeal with variety of fruits and nuts (e.g., apple, cranberries, and pecans)
* Crustless Ham and Collard Greens Quiche
* Cheesy Ham, Corn, and Grits Bake
* Tator-Tot Breakfast Bake
* French Toast (With Variety of Toppings)
* Pancakes (Chocolate Chip, Blueberry, Banana, Strawberry, etc.)
* Brunch Beignets
* Banana Bread
* Cinnamon Rolls
* Sweet Tea
* Sparkling Punch
* Orange Juice

**The New Student Center: Campus Restaurant (Years 3-10)**

Description of Facilities and Concepts – This will be a 24/7 Anytime Dining unlimited access venue featuring self-service food stations with unrestricted take-out.

Designate and program for The New Student Center: Campus Restaurant to be the primary foodservice location on campus for the remainder of the contract.

Services Style – Anytime Dining service continuously 24/7, Monday-Sunday

The Proposer is also expected to infuse cook-to-order items into the menu wherever possible and as a minimum where outlined below.

The Proposer is expected to offer the following menu items at a minimum in the dining hall at each meal period including late-night. This requirement applies to summer conferences as well.

Vegetarian and vegan entrees which are healthy, protein rich, and wellness oriented are offered at breakfast, lunch dinner and late-night. Proposer must offer their allergy-free and gluten-free platform at all meals including late-night.

The Proposer is expected to offer a specialty pop-up meal once per week during the course of the semester e.g., BBQ Cook-Out, Street Food Italian, Mashed Potato bar, etc.

The Proposer is expected to offer and support “The McNeese Unlimited Drink Club+” – an unlimited hot/cold beverage subscription program. “The McNeese Unlimited Drink Club+” shall be included in the “Anytime Dining Unrestricted” meal plan at no extra charge to students. Commuters, faculty, and staff will have the ability to pay $45/semester to buy into the program if desired. Locations that shall include the “The McNeese Unlimited Drink Club+” shall include:

* Rowdy’s Dining Hall
* Einstein Bros. Bagels
* Starbucks

Students, faculty, and staff may take out food from The New Student Center: Campus Restaurant. Any students with an Anytime Dining meal plan may have unrestricted take out during all hours of operation.

The following are the types of non-food amenities that McNeese State University is considering implementing in this facility, subject to sizing requirements, funding, and the preferences of students. The following chart outlines the social amenities to be included and the implementation responsibility for each:

|  |  |  |
| --- | --- | --- |
| **Amenity** | **The Proposer** | **McNeese State University** |
| Additional Power Outlets Including USB Power Outlets Accessible to Each Table |  | ✓ |
| High-Speed Wi-Fi (Maximum Bandwidth to Ensure Fast Connection for All Students, Faculty & Staff) |  | ✓ |
| RockBot: Mobile Application Music Platform or Comparable. Supporting sound system to be implemented into space. | ✓ |  |

Menu Profile

The New Student Center: Campus Restaurant; Minimum Menu Profile - The Proposer is expected to offer the following menu items at a minimum in The New Student Center: Campus Restaurant. All food items listed in the menu profiles are to be offered continuously throughout all dayparts on a daily basis. No foods or stations are to be closed or “throttled” down in-between meal periods.

D-I-Y U-Cook Station 24/7:

This will be a do-it-yourself self-serve kitchen within the servery in which students can prepare their own meals and offer a variety of hot and cold food items. This station will be fully stocked with ingredients and seasonings, similar to what would be available in the kitchen of the student’s own homes. As a minimum, this area should feature the following menu items:

* Breads, Bagels, and Condiments
* Bulk Cereal Bar
* Panini Press
* Belgian Waffles with Toppings Bar
* Induction Cookers four (4)
  + Whole/real crackable eggs with chopped veggies, proteins, veggies, and cheese
  + Omelets
  + Scrambles
  + Sunny side up/over easy
* Rice Cooker – White Rice
* Hot Black Beans
* M-Y-O Blended Smoothies from Scratch:
  + Daily Seasonal Whole Fruit (minimum of three (3) daily): i.e., Pomegranate, Apples, Oranges, Bananas, Pears, Grapes, Watermelon, Pineapple)
  + Daily Seasonal Cut Fruit (Minimum of three (3) daily): Grapefruit, Cantaloupe, Pineapple, Watermelon, Citrus Sections
  + Stone Fruit (cherries, Peaches, Plums, Mango)
  + Yogurt (two (2) Varieties, Non-fat and Regular)
  + Avocados
  + Chia Seeds
  + Protein Powders
* B-Y-O Milkshakes:
  + Scoop Ice Cream (minimum six (6) flavors)

7:00 a.m. – 10:00 a.m.

**Comfort/Traditional Foods**

* Cage-free Eggs (No Boxed Egg Product) – Any Style with a Variety of Vegetables, Cheeses, and Meats
* Hash Browns
* Tater Tots
* Grits (available in three (3) grinds i.e., fine, medium, and coarse)
* Bacon & Sausages
* Turkey Bacon
* Hot Oatmeal
* Made-to-Order
  + Pancakes (plain, chocolate chip, etc.)
  + French Toast
* Breakfast Sandwich Selection
  + Egg, Bacon, and Cheese
  + Egg, Sausage, and Cheese
  + Sausage and Cheese
  + Impossible Sausage & Vegan Cheese
* Vegetarian and Vegan Options

**Bagel Platform**

* Four (4) Varieties of Einstein Bros Bagels– One (1) Whole Grain – One (1) Gluten Free)
* Cream Cheese (two (2) Varieties): Plain and Flavored (e.g., Salmon, Strawberry, etc.)
* Powdered Sugar,
* Whipped Butter & Margarine - Soft, non-hydrogenated
* Jelly and Preserves (two (2) varieties each)
* Cheese Spread
* Honey
* Raw Agave
* Toasters

##### **Einstein Bros Coffee Self-Serve Station (Available All Day, Included in Unlimited Drink Club+)**

* Einstein Bran Coffees
* Tea, Herbal Teas, Hot Chocolate

**Beverages**

* Maintain Current Selection of Beverages

10:00 a.m. – 12:00 a.m.

**Soups**

* Two (2) Homemade Soups Daily (One (1) must be Vegetarian One, (1) Gluten-free)
* Variety of Cream and Broth Based Soups must be Rotated Between Lunch and Dinner

**Grill Menu (Cooked-to-Order)**

* Cooked-to-Order 1/3lb, 1/2lb, or 2/3lb All Beef Burgers “Totally Customizable” (i.e. fried egg, onion rings, sliced avocado, bacon & cheese, sautéed onions & mushrooms, pickles, sesame seed bun, gluten free bun)
* Grilled Cheese
* Vegetarian Burgers Daily
* Beyond/Impossible Burger on Gluten Free Bun
* Chicken Breast (Grilled & Fried)
* Chicken Tenders
* Chicken Nuggets Daily (Variety of Two (2) Daily)
* Plant-Based Protein (i.e.: Beyond Burgers, Chicken, etc.)
* Board Walk Fries
* Tater Tots

**Salad Bar**

* Two (2) Garden Greens Bowl - Iceberg Lettuce shall Not be the Dominant Lettuce Variety.
* One (1) Specialty Green Salad from Caesar, Greek, Spinach, California Greens
* Six (6) or More Marinated Vegetable or Fruit Salads
* Hummus
* One (1) or More Starch Salads from Varieties of Potato, Rice, Pasta
* Cheddar, Swiss, Mozzarella, Cottage Cheese, Feta, Bleu Cheese
* Cubed Ham and Chicken
* Cottage Cheese
* Two or more yogurts
* Fresh Strawberries, blueberries, cantaloupe, honey dew, sliced oranges
* Two (2) or More Protein Toppings from Chickpeas, Lentils, Beans, Cage-free Egg
* Daily Vegetable Toppings – Carrots, Tomatoes, Celery, Cucumber, Broccoli, Mushrooms. Red/Green Peppers, Red/Green Onion, Radishes, Red Cabbage
* Rotation of Two (2) or More Vegetable Toppings, e.g.: Pickled Beets, Dill Pickles, Sweet Pickled Onions, Olives,
* Other Toppings Including Croutons, Bacon Bits, Parmesan Cheese, Pepper Mill, Sunflower Seeds, Raisins, Craisins
* Vegan Alternative Cheese
* Plant-Based Proteins
* Daily Rotation from: Pretzels, Nacho Chips, Chow Mein Noodles, Granola
* Dressings: Ranch (Light), Caesar (Light), Italian (Light), French (Light), Balsamic, Creamy Italian, Catalina French, Sun Dried Tomato Pesto, Creamy Garlic, Greek, Honey Dijon, Mandarin Orange and Kiwi, Grapefruit Ginger Splash, Oriental, Blue Cheese, etc.

**Allergen-free Station (rotating on cycle menu)**

* Daily Low-Carb Options minimum of two (2). If oil is used in cooking/preparation, coconut oil, olive oil, macadamia oil, avocado oil or butter must be used.
* Wellness Focused Options
* Gluten-free Options
* Nut-free Options
* Rotating Plant-Based Vegan Options
* One (1) Hot Vegetarian Entree Daily
* One (1) Hot Vegan Entree Daily
* Vegan Alternative Cheese
* Plant-based Meats (Burgers, Chicken Wings, etc.)
* Vegetarian Salads
* Vegetarian Pastas
* One Vegan Protein Option Daily
* Baked Potatoes and Sweet Potatoes
* Tofu
* Hummus

##### **Global Kitchen - Daily Rotation of Authentic Cultural Offerings (To include, but not limited to Latino, Caribbean, Dominican, European, Chinese, Thai, Greek, Japanese, Vietnamese, Indian, etc.) \***

* Variety of Chicken Options (Jerk, Curry, Orange, Mushroom, Kung Pao, Sweet & Sour, Thai Cashew, etc.)
* Cuban Pork
* Fish Tacos
* Fried Plantains
* Variety of Beef Options (Broccoli & Beef, Mongolian Beef)
* Tofu Options
* Fried Rice
* Jollof Rice
* Iyan (Pounded Yam)
* Àmàlà (Yam Flour/Cassava Flour/Plantain Flour)
* Ogbono Soup (African Mango Seed Soup)
* Puff-Puff (Fried Sweet Dough Ball)
* Àkàrà (Fried Bean Cake)
* Pepper Soup
* Suya (Spicy Grilled Kebab)
* Asaro (Yam Porridge)
* Egusi (Melon Seed Soup)
* Ębà (Cassava Meal)
* Chin Chin (Fried Snack)
* Boli (Roasted Plantain)
* Beans and Dodo (Fried Plantain)
* Obe lla Alasepo (Mixed Okra Soup)
* Moin Moin/Okpo Oka (Bean/Corn Pudding)
* Chow Mein
* Cream Cheese Rangoon
* Chicken Pot stickers
* Kabobs
* Gyros
* Crepes

##### **Hot Entrees (Rotating & Consistent Selection)**

Rotating:

* Includes: Two (2) Entrees, one (1) traditional entrée, two (2) Vegetables (one (1) must be Fresh and Not Canned or Frozen), two (2) Starches

Consistent:

* One (1) fresh seafood selection (e.g., Crawfish, Shrimp, Salmon, Mussels, Cod, etc.)

##### **Sushi**

* Alaska Roll
* Avocado Roll
* Spicy California Roll
* Vegetable California Roll
* California Roll
* Dynamite Roll
* Green Dragon Roll
* Rainbow Roll
* Salmon Roll

##### **Pizza/Mac & Cheese/Chicken Wings**

* Cheese Pizza, Daily
* Pepperoni Pizza, Daily
* Gluten Free Pasta, Daily
* Vegetable Pizza - One (1) Daily, Rotating
* Breakfast & Dessert Pizza, Daily
* Gluten Free Pizza, Cooked to Order
* Mac N’ Cheese, Daily
* Mac N’ Cheese (Gluten & Dairy Free)
* Chicken Wings (Buffalo, Teriyaki, BBQ, etc.), Daily
* Mozzarella Sticks, Daily

##### **Deli/Hot Subs Menu**

* Whole Grain Breads, House-Baked Rolls, and Variety Healthy Focused Breads
* Sliced Meats: Turkey, Ham, Roast Beef, Chicken, Salami, Bologna, etc.
* Cheese Slices: Mozzarella, Cheddar, Swiss
* Tuna, Chicken, and Egg Salad, and Other Salad Mixes on Rotation
* Vegetable Toppings: Tomato, Lettuce, Sprouts, Cucumber, Pickles, Red Onions, Olives, Sliced Green Peppers, Hot Peppers
* Condiments: Mayonnaise, Mustards, Horseradish, Hot Sauce, etc.
* Hot Sub Sandwiches:
  + Philly Cheese Steak
  + Chicken Parmesan
  + Meatball
  + Buffalo Chicken
  + Veggie Melt

##### **Custom-Mex Build-Your-Own Bowl/Burrito/Taco Concept**

* Brown Rice
* White Rice
* Romaine Lettuce
* Four (4) Meats (Steak, Chicken, Pork, Carnitas, etc.)
* Vegan or Plant-Based Protein (similar to Sofritas/Beyond Burger Crumbles)
* White Cheddar Cheese
* Guacamole
* Four (4) Varieties of Salsa (Hot, Mild, Chunky, Corn, etc.)
* Two (2) Varieties of Beans (Black, Pinto, etc.)
* Fajita Mix (Grilled Onions and Peppers)
* Queso
* Sour Cream
* Lime Salted Chips Made from Scratch Served in Branded Brown Paper Bags

##### **Desserts (Include labeled Allergen-free options alongside the regular offering)**

* Cakes, Brownies, Bars, Squares (three (3) varieties)
* Cookies (two (2) varieties)
* Frozen Yogurt Option
* Pudding (one (1) type)
* Crisps (one (1) variety)
* Jell-O
* Two (2) Feature Daily Desserts (Lunch and Dinner per Menu)
* Self-serve Scoop Hard Ice-Cream

10:00 a.m. – 4:00 p.m. Saturday & Sunday

##### **Biscuits, Grits & Chicken: Weekend Brunch to be served in ADDITION to the daily menu items in the servery:**

* Buttermilk Fried Chicken
* Biscuits (Scratch-Made)
* Croissants (Scratch-Made)
* Gravy
* Grits (Cheesy & Non-Cheesy)
* Sausage-Stuffed Honey Buns
* Variety of Casseroles:
  + Hash brown Casserole
  + Cajun Catfish Casserole
  + Eggs Benedict Casserole
  + Shrimp & Grits Casserole
  + Waffle Casserole
  + Sausage Gravy Casserole with Cheddar-Cornmeal Biscuits
* Country Ham Hash
* Spicy Biscuit Sausage Balls
* Two (2) Selection of Waffles:
  + Belgian Waffle
  + Cornbread Waffle
* Baked Oatmeal with variety of fruits and nuts (e.g., apple, cranberries, and pecans)
* Crustless Ham and Collard Greens Quiche
* Cheesy Ham, Corn, and Grits Bake
* Tator-Tot Breakfast Bake
* French Toast (With Variety of Toppings)
* Pancakes (Chocolate Chip, Blueberry, Banana, Strawberry, etc.)
* Brunch Beignets
* Banana Bread
* Cinnamon Rolls
* Sweet Tea
* Sparkling Punch
* Orange Juice

ATTACHMENT 4:

PROPOSED RESIDENTIAL HOURS OF OPERATION

| Rowdy Dining Hall (Years 1 & 2) | | | |
| --- | --- | --- | --- |
| **Monday – Thursday** | **Friday** | **Saturday** | **Sunday** |
| 7:00 a.m. – 12:00 a.m. | 7:00 a.m. – 12:00 a.m. | 7:00 a.m. – 12:00 a.m.  Weekend Brunch to be served in addition to offerings:  10:00 a.m. – 4:00 p.m. | 7:00 a.m. – 12:00 a.m.  Weekend Brunch to be served in addition to offerings:  10:00 a.m. – 4:00 p.m. |
| Summer Hours:  7:00 a.m. – 5:00 p.m. | Summer Hours:  7:00 a.m. – 5:00 p.m. | CLOSED | CLOSED |
| New Student Center Campus Restaurant (Years 3-10) | | | |
| **Monday – Thursday** | **Friday** | **Saturday** | **Sunday** |
| 24 hours | 24 hours | 24 hours  Weekend Brunch to be served in addition to offerings:  10:00 a.m. – 4:00 p.m. | 24 hours  Weekend Brunch to be served in addition to offerings:  10:00 a.m. – 4:00 p.m. |
| Summer Hours:  7:00 a.m. – 12:00 a.m. | Summer Hours:  7:00 a.m. – 12:00 a.m. | Summer Hours:  7:00 a.m. – 12:00 a.m. | Summer Hours:  7:00 a.m. – 12:00 a.m. |

ATTACHMENT 5: PROPOSED RETAIL HOURS OF OPERATION

| Retail Dining Academic Year Dining Services Meal Hours | | | | |
| --- | --- | --- | --- | --- |
| **Facility** | **Monday – Thursday** | **Friday** | **Saturday** | **Sunday** |
| **Einstein’s Bros. Bagels - Retail** | 7:00 a.m. – 3:30 p.m. | 7:00 a.m. – 2:00 p.m. | CLOSED | CLOSED |
| **The Market** | 7:00 a.m. – 8:00 p.m. | 7:00 a.m. – 2:00 p.m. | CLOSED | CLOSED |
| **Starbucks**  **(Located in Lether E. Frazar Memorial Library)** | 8:00 a.m. – 8:30 p.m. | 8:00 a.m. – 4:00 p.m. | CLOSED | CLOSED |
| **The New Ranch** | Breakfast Serving Venues  7:00 a.m. – 8:30 p.m.  Non-breakfast Serving Venues  10:30 a.m. – 8:30 p.m. | | All Venues:  10:30 a.m. – 2:00 p.m. | |

| Retail Dining Summer Dining Services Meal Hours | | | | |
| --- | --- | --- | --- | --- |
| **Facility** | **Monday – Thursday** | **Friday** | **Saturday** | **Sunday** |
| **Einstein’s Bros. Bagels - Retail** | CLOSED | CLOSED | CLOSED | CLOSED |
| **The Market** | 8:00 a.m. – 2:00 p.m. | 8:00 a.m. – 11:30 a.m. | CLOSED | CLOSED |
| **Starbucks**  **(Located in Lether E. Frazar Memorial Library)** | 8:00 a.m. – 2:00 p.m. | 8:00 a.m. – 2:00 p.m. | CLOSED | CLOSED |
| **The New Ranch** | MSU requests the Proposer to provide proposed hours of operation for summer only. | | | |

ATTACHMENT 6: BOARD DAY CALENDAR

On all weekdays, breakfast, lunch, and dinner will be served unless noted otherwise.

On all weekend days, brunch and dinner will be served.

|  |  |  |
| --- | --- | --- |
| **Fall 2023** | | |
| **Month** | **Days of Service** | **Notes** |
| **August** | 21 | Service begins 8/11 |
| **September** | 29 | Closed 9/4 (Labor Day) |
| **October** | 28 | Closed 10/5-7 for fall break |
| **November** | 27 | Closed 11/22-24 for Thanksgiving Break; Brunch and dinner only on 11/21 |
| **December** | 8 | Brunch and dinner on 12/7-8 |
| **Total** | **113** |  |
| **Spring 2024** | | |
| **January** | 25 | Begins 1/7 (brunch and dinner), brunch and dinner on MLK Day (1/22) |
| **February** | 26 | Closed 2/11-13 (Mardi Gras holiday) |
| **March** | 28 | Closed 3/29-31 (Good Friday and Easter weekend) |
| **April** | 24 | Closed 4/1-6 (Spring Break) |
| **May** | 10 | Brunch and dinner on 5/8-10 |
| **Total** | **113** |  |

|  |  |
| --- | --- |
| **Grand Total** | **226** |

Summer 2024

Only open on weekdays: breakfast, lunch and dinner will be served unless noted otherwise.

|  |  |  |
| --- | --- | --- |
| **Summer 2024** | | |
| **June** | 19 | Closed 6/17 (Juneteenth) |
| **July** | 14 | Closed 7/4 (Fourth of July); Brunch and dinner on 7/19 |
| **Total** | **33** |  |

ATTACHMENT 7: FOOD & SAFETY SPECIFICATIONS

The general minimum purchase specifications that must be adhered to by the Proposer shall include but are not limited to:

* All meats, meat products, poultry, poultry products, and fish must be Government inspected.
* Beef, lamb, and veal shall be U.S.D.A. Grade Choice or better.
* Pork shall be U.S. No. 1.
* Poultry shall be U.S. Government Grade A.
* Fresh fish and seafood shall be top grade; frozen fish and seafood shall be a nationally distributed brand, packed under continuous inspection of the U.S.D.A.
* Dairy products:
  + Cage-free Eggs – fresh U.S.D.A. or State graded “A”
  + Butter – U.S.D.A Grade “A” (92) score
  + Cheese – U.S.D.A. Grade “A” for all graded cheese
  + Milk and Milk Products – U.S.D.A. Grade “A”
* Fresh fruits and vegetables – U.S.D.A. fancy to U.S.D.A. Number "1" shall be used for all graded fresh vegetables and fruit as a minimum specification.
* Dry stored items and canned goods – Grade "A" fancy.
* Frozen fruits and vegetables – U.S.D.A. Grade "A".
* All food items shall be procured in accordance with NACUFS Professional Standards Manual, Section VII, and Systems for Quality Assurance.

Service Standards

* Hot foods are to be served hot (above 140 degrees Fahrenheit) and cold foods are to be served cold (below 40 degrees Fahrenheit).
* All food shall be garnished for attractive presentation whenever possible. Serving stations, including catering, salad bars and food display areas shall be decorated at all times with seasonal displays, flowers, etc. Food items at the main service stations shall be readily identifiable with attractive and individual labels.
* Any food appearing discolored, unappealing, or not in a proper state of freshness shall not be served. Proposer shall adhere to the general food service industry guide: If you are not willing to purchase or consume the product yourself, it should not be displayed. University has the final say in determining this state where disputes occur.
* All serving stations and bars are to be well stocked throughout the entire posted serving times. The last customer is to be offered the same range of choice as the first. Food will remain at the board operations stations 15 minutes after the closing of service hours to allow late students to be served.

Food Preparation Standards:

* The general policy shall be to do on premises preparation of food items, utilizing batch cooking as close to time of service as possible. Cook-to-order or progressive cooking should be the normal method of operation; staggering the preparation of food whenever possible so that nutritional value, temperature, taste, and overall quality can be maintained during serving hours. Minimization of pre-prepared food items is desirable.
* The on-site management must have the ability to alter recipes for reduction of certain ingredients especially salt, fat, and sugar.
* Recipes standardized for quality, yield, cooking procedures, serving containers, utensils, and portion size shall be used in all production units.
* Leftover foods shall be kept to a minimum and refrigerated as necessary in shall low pans after each meal, properly covered, labeled with product name and date and used promptly. All leftovers which require refrigeration shall be stored in one location, labeled and dated.
* Leftovers cannot be frozen and shall be served as an extra selection within 24 hours. Under no circumstances should leftovers be used to replace any approved menu selection.
* Bakery items shall be made on premises including bakery items used for catering. Pre-prepared mixes and dough are permissible, but every attempt should be made to provide products that are “homemade”.
* Vegetable shortening rather than animal shortening must be used for food prepared on site. The on-site manager is strongly encouraged to purchase food prepared with vegetable shortening and oil. If this is not possible, then it must be clearly labeled as containing animal fat when the food is served.
* Vegetarian and vegan menu items should not be cooked in the same fat, sauce, or other cooking medium (to include the use of grill top and deep fat fryers) as the non-vegetarian and vegan items.
* Different color-coded tongs shall be used for foods that require indication of whether they are vegan, vegetarian, gluten free, nut free, etc.

ATTACHMENT 8: FINANCIAL TEMPLATE

PKC has prepared an Excel based set of worksheets and pro forma to aid The Proposer in collecting, calculating, and presenting their data. The Proposer shall be completely responsible for the numbers and calculations as shown on the worksheet and will ultimately be used as the basis for all financial calculations and projections associated with this bid.

**The Excel Financial Template can be found here:**

<https://app.box.com/s/hmdead4jsxa4geq6cquh5qienywrnsgm>

##### Instructions for Completing the Pro Forma Workbooks

The Proposer is expected to complete the pro forma workbook provided on the included Excel file for the two financial scenarios. This pro forma workbook covers a five-year period. The workbook includes the following worksheets:

* Instructions
* Meal Plan Revenue Worksheet
* Retail Dining Revenue Worksheet
* Catering Revenue Worksheet
* Conference Revenue Worksheet
* Concessions Revenue Worksheet
* Residential Dining Hall Staffing Schedules
* Retail Dining Staffing Worksheets
* Pro Forma Worksheets

Instructions: The Proposer is to submit their financial bid by filling out the worksheets provided on the Excel model included with this Addendum. The Proposer is to enter figures into the worksheets where prompted by blue cells. All related calculations are prepared by the program. The Proposer is to include a hard copy of their pro forma worksheets within their Addendum submittal.

Meal Plan Revenue Worksheet: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

Retail Revenue Worksheet: Follow Blue-celled prompts. Please provide hard copy and electronic version of all necessary back-up calculations and assumptions.

Catering Revenue Worksheet: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

Conference Revenue Worksheet: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

Residential and Retail Staffing Schedules: The Staffing Schedule is to be completed based on the descriptions provided in the technical section. Foodservice job categories that should be identified include administrative, supervisory, production, service, and utility with sub-categories naming potential job positions. The estimates of the hours to be worked by all employees will be firm as stated in the response. It should be noted that McNeese State University will review the wage and salary levels projected as an indication of the level of quality intended for the facility, the subsequent rate of employee turnover, and the cost effectiveness of The Proposer’s scheduling. The Proposer required to differentiate on the staffing worksheets the total staffing required for each outlet listed and catering. The Proposer is required to submit detailed back-up showing their staffing load for each outlet above.

All job positions required to staff each area should be listed on the Staffing Schedule under the proper category. According to the headings at the top of the chart, the following information is requested:

**Position:** Identify main category, then list job positions. Each employee should be included; however, employees with the same job title and hourly rate may be entered in the same line of the worksheet. Refer to example shown below:

**Hourly Employees:**

* Job Category 1
* Job Category 2
* Job Category 3

**Rate:** Note employee compensation by hourly rate or annual salary

**Status:**  Identify full - (F) or part-time (P) status

**Hours:**  Block out expected daily shifts. Place a “1" in a box to indicate each employee working for the full hour. If the employee starts on the half hour, (i.e., 6:30 a.m. enter a 0.5 in the 6:00 a.m. box.)

Calculate the yearly benefit cost for each area and indicate a separate total for the total Employee Benefits section of the pro forma. Please provide hard copy of all necessary back-up calculations and assumptions.

The Proposer should also note that additional detailed charts, reflecting employees who work in more than one job category or functional capacity, may be requested by McNeese State University if additional clarity is needed.

**Pro Forma worksheet:** Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

ATTACHMENT 9: DINING SERVICES RFP MEDIA

Please see the link below to access the Dining Services RFP Media Box Account that contains photo and video of the retail dining spaces on campus.

<https://app.box.com/s/h3tg0vo5ir4q1ksgav9e4bjk6gfxoyfq>

ATTACHMENT 10: NEW STUDENT CENTER SCHEMATIC

A blueprint of a building

Description automatically generated

A blueprint of a building

Description automatically generated

A blueprint of a building

Description automatically generated