



**JACKSON STATE UNIVERSITY**  
**Request for Proposals (RFP) RFP 24-11**  
**Request for Proposal Foodservice Operator Selection**

**ISSUE DATE:** March 7<sup>th</sup>, 2024

**ISSUING AGENCY:** Office of Purchasing and Travel  
Jackson State University  
1400 John R. Lynch Street Jackson,  
MS 39217

Sealed proposals, subject to the conditions made a part hereof, will be received until Thursday, April 11<sup>th</sup>, 2024 at 11:00 a.m. in the JSU Office of Purchasing and Travel, same address as above, for furnishing services as described herein.

**IMPORTANT NOTE:** Indicate firm name and RFP number on the front of each sealed proposal envelope or package.

**All inquiries regarding this RFP should be directed to:**

Kimberly R. Harris  
Director of Procurement Services  
601-979-0978  
[kimberly.r.harris@jsums.edu](mailto:kimberly.r.harris@jsums.edu)

**AND**

Brenda Nash-Jefferson  
Contracts Specialist  
601-979-0699  
[brenda.l.nash-jefferson@jsums.edu](mailto:brenda.l.nash-jefferson@jsums.edu)

Any addendum associated with this RFP will be posted at <https://www.jsums.edu/finance/bid-information/> located under RFP 24-11. It is the respondent's responsibility to assure that all addenda have been reviewed and, if applicable, signed and returned.

**Note:** Questions concerning the specifications in this RFP must be submitted in writing and will be accepted until March 19<sup>th</sup>, 2024. All questions and answers will be posted at <https://www.jsums.edu/finance/bid-information/> as an addendum located under RFP 24-11 by March 21st at 5:00 p.m.

**RFP Response Checklist** – Include these items in your response to RFP 24-11:

*All submissions must include one clearly marked “**Original**” response, an electronic copy in PDF files on a flash drive, and three (3) identical copies of the complete proposal.*

*All response packages must be clearly labeled with “Request for Proposal Foodservice Operator Selection” the Vendor’s name and “RFP 24-11.”*

\_\_\_\_\_ (a) Submission Cover Sheet APPENDIX A, signed and dated accompanied by a Cover Letter indicating the scope of the proposal. In addition, the letter should include a statement indicating the ability to comply with all requirements of this RFP and acceptance of JSU’s standard contract. The letter should include a statement of exceptions to any of the terms and conditions outlined in this RFP, if needed. Cover letter should explain why your firm would be the best choice for JSU. Any corporate-wide programs, performance standards and metrics, unique features, key initiatives, and the corporate support structures pertinent to JSU should be included.

\_\_\_\_\_ (b) Vendor Response to Management Requirements Questionnaire plus an overview of vendor qualifications, organizational profile (including operation under other Vendor names providing the same or similar services) and organizational chart. Describe how the organizational structure will ensure orderly communications, distribution of information, and effective coordination of activities, accountability, and decision-making authority.

\_\_\_\_\_ (c) References: Provide three (3) similar or like clients as references, for which Respondent has performed (or is currently performing) work similar in nature and scope within the last five (5) years. Information should include:

- Institution
- Institution’s Address
- Contact name, telephone number, and email
- Similarity with scope and size of the JSU
- Length of time services have been provided

\_\_\_\_\_ (d) **In a separately sealed envelope** – Technical Specifications and Cost Response – This should include a completed Appendix B: *Technical Specifications and Cost* as well as all information in response to each specification listed herein. **NO INFORMATION IDENTIFYING THE VENDOR SHALL BE INCLUDED.**

The proposal package must be received on or before **11:00 a.m. on April 11<sup>th</sup>, 2024**. It is the responsibility of the respondent to ensure that the proposal package arrives in the Office of Purchasing and Travel on-time.

The proposal package should be delivered or mailed to:

OFFICE OF PURCHASING AND TRAVEL  
JACKSON STATE UNIVERSITY  
1400 John R. Lynch Street  
Jackson, MS 39217

When using a delivery service or hand delivering, the address is: H.P. Jacobs Administration Tower, 4<sup>th</sup> Floor, Office of Purchasing & Travel, Jackson State University, 1400 John R. Lynch Street, Jackson, MS 39217.

**JSU reserves the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items, if deemed in the best interest of the University to do so.**

**In addition, the Vendor shall not be in contact with any other Jackson State University representative(s) other than the listed contacts during this procurement process.**

Proposals received after the stated due date and time will not be accepted. Submission via facsimile or other electronic means will not be accepted.

## **UNIVERSITY OVERVIEW**

Jackson State University (JSU), founded in 1877, is a historically black, high research activity university located in Jackson, the capital city of Mississippi. Jackson State's nurturing academic environment challenges individuals to change lives through teaching, research and service. Officially designated as Mississippi's Urban University, Jackson State continues to enhance the state, nation and world through comprehensive economic development, healthcare, technological and educational initiatives. The only public university in metropolitan Jackson, Jackson State is located near downtown, with five satellite locations throughout the area.

## **STATEMENT OF PURPOSE**

The primary goal of this Request for Proposal (RFP) is to facilitate an opportunity for Jackson State University (JSU) to establish a collaborative partnership with one distinguished vendor. This partnership aims to develop and implement an exceptional dining program that caters to the diverse culinary needs and preferences of our students, faculty, and staff on campus. The essence of this RFP is to encourage and embrace the innovative and creative capabilities of potential vendors, thereby ensuring a dynamic and adaptable dining experience.

To guide this process, the RFP has been meticulously structured to promote a balance between creativity and adherence to a set of proposed minimum operating standards. These standards are detailed in the subsequent sections of this document and are integral to maintaining the quality and consistency of the dining services offered. Vendors are encouraged to thoroughly review these guidelines and consider how their unique offerings and expertise can align with and enhance the dining experience at Jackson State University.

In summary, this RFP represents not just a call for proposals but an invitation to enter into a synergistic relationship with Jackson State University. It's an opportunity for vendors to showcase their culinary creativity and operational excellence while contributing to a vibrant campus community. We eagerly anticipate proposals that demonstrate a commitment to quality, innovation, and the overall enhancement of campus life at JSU.

## **TECHNICAL AND FINANCIAL PROPOSAL: REQUIREMENTS AND SPECIFICATIONS**

The proposal shall set forth methods, plans and costs to provide:

### **1 Residential Dining Operations**

- 1.1 Jackson State University requests that the Vendor operates the following residential dining operations as stipulated below for years 1-2 of the contract.

#### Heritage Dining Hall (Years 1-2)

Type: Residential Dining Facility

Location: Heritage Hall

Hours of Operation:

- Monday – Sunday:
  - 7:00 a.m. – 12:00 a.m.

Key Features: This location will offer unlimited access to the students, faculty, and staff at Jackson State University. Guests will have access to unrestricted take-out in this location. A wide variety of menu items will be provided on a daily basis providing flexibility and convenience.

Please reference:

**Appendix B: Proposed Minimum Menu Requirements**

**Appendix I: Hours of Operation**

- 1.2 Jackson State University requests that the Vendor operates the following residential dining operations as stipulated below for years 3-10 of the contract.

24/7 Anytime Dining Student Engagement Commons (Years 3-10)

Type: Residential Dining Facility

Location: TBD

Hours of Operation:

- Monday – Sunday:
  - 12:00 a.m. – 12:00 a.m.

Key Features: This location will offer unlimited access to the students, faculty, and staff at Jackson State University. Guests will have access to unrestricted take-out in this location. A wide variety of menu items will be provided on a daily basis providing flexibility and convenience.

Please reference:

**Appendix B: Proposed Minimum Menu Requirements**

**Appendix I: Hours of Operation**

## 2 Retail

Retail Locations Years 1-2

- 2.1 The following section describes retail designed facilities that Jackson State University wishes to be managed in Years 1-2 of this contract. The Vendor shall base its Proposal submittal on the descriptions below. Vendors are permitted to submit alternative concepts for each of the retail locations listed below, if deemed fit. Vendors must retain the minimum hours of operation listed below, for each alternative retail location.

All retail concepts should be submitted with menu and proposed pricing. All branded concepts shall feature regional pricing and national promotions.

Tiger Mart

The Tiger Mart is located on the first floor of the Student Center.

Hours of Operation: Monday-Friday, 11:00 a.m. – 10:00 p.m.

Service Style: C-Store

Pizza Hut Express

The Pizza Hut Express is located in The Legacy Food Court.

Hours of Operation: Monday-Friday, 11:00 a.m. – 5:00 p.m.

Service Style: Retail; A la Carte

### 34 Payton Place

The Payton Place is located in The Legacy Food Court.

Hours of Operation: Monday-Friday, 8:00 a.m. – 5:00 p.m.

Service Style: Retail; A la Carte

### Bistro 1887

Bistro 1887 is located in The Legacy Food Court.

Hours of Operation: Monday-Friday, 11:00 a.m. – 5:00 p.m.

Service Style: Retail; A la Carte

### Fiesta Grill

Fiesta Grill is located in The Legacy Food Court.

Hours of Operation: Monday-Friday, 11:00 a.m. – 5:00 p.m.

Service Style: Retail; A la Carte

### Chick-fil-A

Chick-fil-A is located in The Legacy Food Court.

Hours of Operation: Monday-Friday, 8:00 a.m. – 3:00 p.m., Saturday 12:00 p.m. – 8:00 p.m., Sunday Closed

Service Style: Retail; A la Carte

### Starbucks

Starbucks is located in H.T. Sampson Library.

Hours of Operation: Monday-Saturday, 8:00 a.m. – 5:00 p.m.

Service Style: Retail; A la Carte

### Burger King

Starbucks is located in Heritage Hall.

Hours of Operation: Monday-Sunday, 1:00 p.m. – 8:00 p.m.

Service Style: Retail; A la Carte

### Retail Locations Years 3-10

- 2.2 The following section describes retail designed facilities that Jackson State University wishes to be managed in Years 3-10 of this contract. The Vendor shall base its Proposal submittal on the descriptions below. Vendors are permitted to submit alternative concepts for each of the retail locations listed below, if deemed fit. Vendors must retain the minimum hours of operation listed below, for each alternative retail location.

All retail concepts should be submitted with menu and proposed pricing. All branded concepts shall feature regional pricing and national promotions.

### Tiger Mart

The Tiger Mart is located on the first floor of the Student Center.

Hours of Operation: Monday-Friday, 11:00 a.m. – 10:00 p.m.

Service Style: C-Store

### Chick-fil-A

Chick-fil-A is located in The Legacy Food Court.

Hours of Operation: Monday-Friday, 8:00 a.m. – 3:00 p.m., Saturday 12:00 p.m. – 8:00 p.m., Sunday Closed

Service Style: Retail; A la Carte

### Starbucks

Starbucks is located in H.T. Sampson Library.

Hours of Operation: Monday-Saturday, 8:00 a.m. – 5:00 p.m.

Service Style: Retail; A la Carte

### **3 Catering**

- 3.1 Jackson State University expects the Vendor to provide a high-quality catering and conference services option to the University community. Catering is viewed as an opportunity for Jackson State University to put its “best foot forward” for the community and its alumni. Catering events on campus range from coffee breaks, pizza, and sandwich delivery to formal receptions and dinners.

There will be four tiers of customers:

- 1) Premium Service - Premium service could include Presidential level events on campus and/or any formal events that require premium catering services.
- 2) Day-to-Day Delivery – Delivery service could include any group on campus that requires meals for breakfast, lunch, or dinner.
- 3) Pick-Up Service - Pick-up service could provide a static menu of items that are available for daily pick-up, this option helps reduce overhead and cost for the customer
- 4) Student Friendly Options – Student friendly options could provide students with a static menu of budget friendly items that are appropriate for student groups, events, etc.

- 3.2 The Vendor must 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

- 3.3 Vendor must fully participate in Jackson State University’s contracted catering platform.
- 3.4 The Vendor will have the right of first refusal for catered events on campus, subject to the requirements and policies of the third party catered vendor approval process facilitated through the University auxiliary services.
- 3.5 Vendor will be responsible for training catering service staff members regarding catering policies and procedures ensuring orders are correct, delivered on time, and meeting and/or exceeding customer service at the highest level.

### **4 Summer Camps & Conferences**



The Vendor shall use the residential dining facilities to provide a participation rate for all summer camp and conference meals. The Vendor will use the summer operating days included **Appendix D: Summer Participation Calendar** to build their financial response the remainder of the contract to be included in **Appendix F: Financial Template Instructions**. The Vendor agrees to provide three meals a day for a total of 90 board days during the specified hours of operation and meal periods. Meals served shall include breakfast, lunch, and dinner, with consideration for diverse dietary preferences, restrictions, and cultural considerations.

## **5 Remuneration**

The current annual override for the University is approximately 5%. The University would like you to structure your financial response to achieve a higher percentage return to The University.

The University has included a board day calendar in Appendix 1 with updated operating days to accommodate early arrival students, athletes, and students who are on campus during breaks. These are to be included in the price per student per day cost in your financial response in Appendix 4.

## **6 Student Labor**

The University wishes to set a goal of 25% of the labor force in dining be student labor.

## **7 Technical Proposal**

Jackson State University requires The Vendor to submit information concerning their technical, financial, and other abilities to provide the services described in this RFP. The Vendor must follow the minimum specifications as described in this section. The Vendor must submit the information shown below:

### **7.1 Profile**

Vendors 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 Jackson State University.

- List all mergers or acquisitions that your organization has been a party to over the past five years, or currently. If so, please discuss the impact, both in organizational and directional terms. List all previous names under which business was conducted, and the year the transaction was completed.
- List all licenses or permits your company possesses that are applicable to performing the services required in this RFP.
- Please include any affiliations or businesses your companies have with correction/institution/justice or prison food service programs.
- Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff.
- Provide a list of clients (contact information) in higher education with volume of \$5M or greater in the US marketplace which your company separated/terminated (voluntarily or involuntarily) since 2021.
- Provide a list of clients (contact information) in higher education in the US marketplace which your company was awarded a dining contract of \$5M or greater since 2021.
- Please list 3 comparable agreements your organization is currently providing similar to the services in this RFP that JSU 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 JSU'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.

## 7.2 Residential Dining Program

- Vendors should answer the following questions and submit the following materials in relation to residential operations. If the information has already been provided, please reference the exact location in the proposal response where the information is already recorded.

### Heritage Dining Hall (Years 1-2) – Programs, Menus, and Concept Descriptions

- Describe the concepts proposed for each operation, which may include theme, décor, special promotions, merchandising, special services, menu enhancements, and other features. The Vendor should detail any changes in equipment or décor and provide renderings or schematics to demonstrate the proposed changes. The Vendor should detail any enhancements to the current program.
- Please provide an executive summary specific to this proposal – limit of two pages.
- 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 server (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. Every effort should be made to recognize quality, wellness, and the demographic breakdown of Jackson State University's customers. The Vendor 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 Vendor 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. Also submit a weekly staffing plan for the first full week of the semester. Special attention needs to be given to weekends. Vendor 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.
- Vendor 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.
- Vendor 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.
- Vendors 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.

## 24/7 Anytime Dining Student Engagement Commons (Years 3-10) – 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 Vendor should detail any changes in equipment or decor and provide renderings or schematics to demonstrate the proposed changes. The Vendor 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 server (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. Every effort should be made to recognize quality, wellness, and the demographic breakdown of Jackson State University's customers. The Vendor 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 Vendor 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. Also submit a weekly staffing plan for the first full week of the semester. Special attention needs to be given to weekends. Vendor 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.
- Vendor 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.
- Vendor 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.
- Vendors should describe how they will ensure Vendor 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.

## 7.3 Retail Dining Program

### Programs, Menus, and Concept Descriptions

- Please provide an executive summary specific to this proposal – limit of two pages. Please provide an executive summary specific to this proposal – limit of two pages.
- Describe the concept proposed for each outlet including promotions, merchandising, and other features.
- The Vendor should describe specific ways they plan to enhance the current customer service environment including employee uniforms training programs, etc.
- Provide a complete product and price guide.
- Itemize projected sales using the forms provided.
- Hours of Operation and Levels of 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.

### 7.4 Summer Campus & Conferences

#### Programs, Menus, and Concept Descriptions

- Describe the concept proposed for each outlet including promotions, merchandising and other features.
- The Vendor 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 **Appendix F: Financial Template Instructions.**

### 7.5 Concessions

#### Programs, Menus, and Concept Descriptions

- Provide a complete product and price guide.
- The Vendor should describe specific ways they plan to enhance the current customer service environment including employee uniforms, employee training programs, etc.
- Itemize projected sales using the forms provided in **Appendix F: Financial Template Instructions.**

### 7.6 Catering Operations

#### Programs, Menus, and Concept Descriptions

- Describe the concepts proposed for this catering operation, which may include theme, décor, special

promotions, merchandising, special services, menu enhancements, and other features.

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

- 1) Premium Service - Premium service could include Presidential level events on campus and/or any formal events that require premium catering services.
  - 2) Day-to-Day Delivery – Delivery service could include any group on campus that requires meals for breakfast, lunch, or dinner.
  - 3) Pick-Up Service - Pick-up service could provide a static menu of items that are available for daily pick-up, this option helps reduce overhead and cost for the customer
  - 4) Student Friendly Options – Student friendly options could provide students with a static menu of budget friendly items that are appropriate for student groups, events, etc.
- Prepare a catering manual. The manual shall 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.
  - The Vendor 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.

### Pricing

- 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 Jackson State University by no later than XX. 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
- Vendor 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:
  - 5) Premium Service - Premium service could include Presidential level events on campus and/or any formal events that require premium catering services.
  - 6) Day-to-Day Delivery – Delivery service could include any group on campus that requires meals for breakfast, lunch, or dinner.
  - 7) Pick-Up Service - Pick-up service could provide a static menu of items that are available for daily pick-up, this option helps reduce overhead and cost for the customer
  - 8) Student Friendly Options – Student friendly options could provide students with a static menu of budget friendly items that are appropriate for student groups, events, etc.
- Compute pricing and portion guides to account for the costs of goods, labor, operating supplies, administrative fees, and other appropriate expenses.
- 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.

## 7.7 Marketing & Engagement

- Vendors 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.

### Marketing Strategy

- Please describe the roles that make up your company's marketing team – specific to individuals who would be responsible for JSU 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
  - JSU 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 JSU? 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 JSU 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 JSU team regarding all marketing efforts and channels. The selected Vendor will be required to attend a standing meeting on a weekly basis to provide a report of efforts and areas of approval for JSU.
- 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



- Provide examples of how your organization would incorporate the University's branding into your corporate marketing materials.
- Please provide examples demonstrating how you have grown business on the University level and how your experience would assist JSU Dining in business growth.

#### Web/Mobile Capabilities

- 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 the types of marketing (offline and online), campaigns, and promotional programs your company would implement at JSU including specific information for each component of JSU Dining. These include:
  - Meal plans
  - Dining Area cash sales
  - Declining balance accounts
  - Catering services
  - JSU employee meal plans

### 7.8 Product & Menu Development

- Vendors 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.

#### Approach

- 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.
- Please provide specific menu programs with facility layouts for each of the JSU Dining locations without expansion beyond the current footprint.
- Please describe how your company has or will stay innovative in a market as competitive as the State of Mississippi- be specific to JSU Dining and Catering.
- JSU 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 JSU Dining as possible. Include examples for culturally diverse events, dining drop-offs, tastings, etc.

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

#### Nutritional/Local Information

- What nutritional content of food products are offered on the menus and how is this information transmitted to the JSU guest?
- How do you ensure the authenticity of cuisines offered at JSU - included but not limited to:
  - Ethnic
  - Vegan
  - Vegetarian
  - Kosher
  - Halal
  - Gluten Free
  - Organic
  - Sustainable
- Who do you use for Kosher governance?
- JSU 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?

#### Partnerships & Data

- 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 JSU.

- 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.

## 7.9 Human Resources

- Vendors 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.

### Organization/Resumes

- Please describe through use of an organizational chart and narrative how you plan on staffing JSU Dining. The organizational chart should include the corporate, regional, and local level where it is specific to your company dealing with JSU 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 JSU organizational chart and the anticipated interface with corresponding levels of JSU management.
- Understanding that JSU desires to have final approval on the following positions, please submit resumes for candidates for each of the following proposed positions at JSU:
  - 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 Vendor
  - 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 Jackson State 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 JSU Dining.

#### Processes

- 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 JSU Dining. Include at least one (1) copy of your complete training manual in English (manuals will be returned to Vendor 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 Vendor 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 Vendor 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 Vendor 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 Mississippi.
- 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. Vendor is to provide a copy of its Union Contract/Agreement expected to be in force if union personnel are to be used.
- Vendors 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 XX accurately reflects these wage requirements.
- Vendor 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

#### 7.10 Quality & Improvement Management

- Vendors 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.

##### Approach

- 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 JSU 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 JSU 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 JSU? 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?

##### Measurement Tools and Repair Management

- 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)
  - Marketing
  - Student Engagement
  - 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 JSU's facility management team in this respect?
- What is your process for crisis management related to food contamination and similar situations?
- The University expects the Vendor to participate in continuous improvement programs to ensure that costs are improved, and efficiencies are maximized semester to semester, and year to year. The Vendor 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. Vendor is to provide a strategy on how this will be accomplished within their Bid Response.
- Describe your proposed approach to implementation of a mobile tool designed to streamline the process of conducting on-site audits such as “My Field Audits for JSU Dining. Indicate any key issues and/or considerations JSU Dining should be aware of.
- Confirm that the management team will use the proposed compliance software for daily oversight of dining operations in residential dining facilities.
- What would your recommendations be on managing repairs of kitchen and dining areas and equipment to meet local codes? How would your teamwork with JSU’s facility management team in this respect?
- The Vendor will be required to hold monthly Food Advisory Board meetings with students, faculty, and staff to discuss issues and improvements in the dining program including residential, retail, and catering operations.

#### 7.11 Sanitation & Safety

- Vendors 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.

##### Approach

- 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.

##### Procedures

- Outline sanitation and safety self-inspection procedures for all foodservice operations at a Jackson State 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. Vendor 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 Jackson State 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.

#### 7.12 Technology

- Vendors 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.

##### MIS System

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

##### Web/Mobile Capabilities

- Please detail your web and mobile development and management program specific to JSU Dining



including who is responsible for what within your company's organization. Provide your organization's process for ADA compliance for websites at JSU.

- How will your company utilize technology (mobile, desktop, web, email, etc.) to communicate with your customers at JSU (exclusive of the web site)?
- How will your company utilize mobile ordering technology and what marketing strategies will be expanded on to ensure the JSU 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 JSU Dining Services?
- What technologies do you anticipate using to communicate with JSU Dining clients and to make the end user experiences easy and user friendly.
- Please detail how your company will utilize technology to make JSU students' lives better and easier. Be specific to how this will apply at JSU.
- 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.

#### 7.13 Transition/Reopening Plan

- Vendors 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.

##### Transition Plan

- Please provide your company's transition plan (or grand re-opening plan if you are the incumbent) for JSU Dining based on the schedule provided in the RFP. Specifically indicate key activities, milestones and timelines for JSU Dining by service and by location.
- How does your company propose to organize/structure for the JSU 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 JSU'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 JSU 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.

#### Staffing/Costs

- 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 JSU 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.

#### 7.14 Sustainability

- Vendors 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.

#### Approach

- Explain in detail how Jackson State 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).
- Vendors 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 Vendors 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.

- Describe your company's approach to waste reporting using LeanPath or the equivalent. JSU 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?
- JSU 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, reuseable take-out containers.
- 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.
- 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?

#### Locally Sourced

- 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: Vendors 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 Mississippi, and within a 150-mile radius of JSU.
  - Locally Grown products purchased from local farmers require Vendor 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 Vendor should keep similar records of each individual local farmer involved with

the purchased local product(s).

- Vendor 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.
- Vendor 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.
- Vendor 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.
- Vendor will establish written contract agreements by March 31<sup>st</sup> 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>
- Vendor 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 15th for inclusion in University annual plans.
- Vendor will agree in written contract agreements to pay in full, contracted local grower(s) at time of acceptable delivery of product.
- Vendor will allow Jackson State University to organize and facilitate a series of meetings between the JSU Food Service management team and local grower to discuss future partnership

### Labelling

- Vendor 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 JSU), 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 JSU.
  - Vendor 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.
  - Vendor will work with JSU 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.
- Vendor 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.

- Vendor will work with JSU 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.

#### 7.15 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 JSU’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 JSU 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.

#### 7.16 Supplier Diversity

- Vendors 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 JSU's supplier diversity efforts? Will any diverse SubVendor s or Tier 2 suppliers be involved with your proposed dining services?

## 7.17 Emergency Preparedness

- Please confirm the emergency service shall be available at any time as the situation warrants. Emergency service shall be included in the bid pricing and will be done at no additional cost to the University.
- The emergency preparedness plan for Dining Services should include details on how the Vendor will continue to provide food services in the event of an emergency, including how the Vendor 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.
  - 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.

- 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.
- In the event of an emergency, natural disaster, or pandemic that requires full closure of food service operations, please describe your emergency preparedness plan.

## **8 Financial Proposal**

Proposal shall include prices per the schedule furnished in **Appendix F: Financial Template Instructions** and **Appendix G: Financial Arrangement**, as well as other potential charges (if any) for proposed services associated with the ITN program implementation and administration that you wish the University to consider.

### **Base Proposal Quotation**

- The financial proposal portion of this RFP requires that the Vendor provide a Base Proposal Quotation using the Foodservice Pro Forma Worksheet provided in **Appendix F: Financial Template Instructions**.

### **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 retail and catering sales worksheets, board plan worksheets, sliding scales, and foodservice pro forma statements for each operation, separated by operation and year, and then consolidated for (10) ten years. Vendor is asked to align each year's projections with Jackson State 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%. Vendor 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 this document and the menus, programs, concepts, and staffing plans the Vendor has completed as part of the Financial statements should follow the Base Bid Quotation requirements, as described in this Technical Proposal.

- Vendor is to assume all fees associated with credit and debit card sales. Jackson State University will bill Vendor 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 Jackson State University operation. All revenues and expenses are to be shown using 2024 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 Vendor 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 Vendor 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

- Sales projections for the foodservice operations should be developed based on the information as described in various sections of this document.
- Vendor should assume a 70% meal plan participation rate when developing financial projections.
- Vendor should assume an expected base participation of 1900 students on meal plans when constructing the sliding scale.
- Prices in cash (retail) food and beverage outlets will be reviewed and approved in writing by Jackson State University before they are implemented. The Vendor may, subject to Jackson State'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 Vendor aware that Jackson State University will be firmly committed to keeping price increases at a minimum.

- Meal plan rate increases will be subject to approval by Jackson State University up to the increase in the regional “CPI-Food Away From Home.”
- The Vendor will remit to the State of Mississippi tax commission on any Sales Tax required.
- The Vendor will provide such trucks or vans required for foodservice usage and will be responsible for gas, oil, repairs, maintenance, and insurance as required by Mississippi State law. The Vendor 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 the Vendor intends to use for Jackson State University. The sample does not have to disclose the name of the client.

#### Board Plan Rates

- Board plan rates are to be provided based rates set in **Appendix H: Meal Plans** and **Appendix C: Academic Board Day Calendar**. Flex dollars will not be included in the Board Plan rate.

#### Commission Goals

- Jackson State University aims to establish the following commission rates:
  - Board Plans: 19% of board plan sales
  - Flex Dollars: 10% of flex dollar sales
  - Cash/Credit/Debit: 10% of net cash/credit/debit sales
  - Catering: 12% of net catering sales

#### Base Proposal Quotation (Required)

- This quotation is to be used for preparing Vendor’s pro forma financial statements in **Appendix F: Financial Template Instructions**.

#### Meal Plan

- Using the meal plans provided by the University in **Appendix H: Meal Plans**, estimate the participation and revenue the Vendor foresees for meal plan operations at Jackson State University. Detail your proposed semester rates for each meal plan.

### Regarding Net Losses

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

### Summary

- Jackson State University is seeking innovative, effective foodservice management of the campus dining services and therefore encourages Vendor 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 **Appendix F: Financial Template Instructions**.

## **9 Facility Reporting Requirements**

### REPORTING REQUIREMENTS

Item	Minimum Cleaning Frequency	Quality Outcome
Walls	Weekly	<ul style="list-style-type: none"><li>This quality outcome shall reflect the established cleaning frequency</li><li>Free of dust, grit, lint, soil, film &amp; cobwebs</li><li>Walls &amp; ceilings free of marks caused by furniture, equipment, staff, or residents.</li><li>Light switches are free of fingerprints, scuffs &amp; any other marks</li><li>External light covers and diffusers are free of dust, grit, lint &amp; cobwebs</li><li>Polished surfaces are of uniform luster.</li></ul>
Windows	Daily	<ul style="list-style-type: none"><li>This quality outcome shall reflect the established cleaning frequency</li></ul>

		<ul style="list-style-type: none"> <li>• Internal surfaces of glass, and surfaces of entrance vestibules and patio glass are clear of streaks, spots &amp; marks, including fingerprints and smudges.</li> <li>• Interior window frames, tracks, ledges are clear and free of dust, grit, marks, and spots.</li> <li>• No soil film accumulation on inside of glass</li> <li>• Windowsills are free of dust</li> </ul>
Doors	Daily	<ul style="list-style-type: none"> <li>• This quality outcome shall reflect the established cleaning frequency</li> <li>• Free of dust, grit, lint, soil, film, fingerprints, and cobwebs</li> <li>• Door &amp; doorframes are free from marks (finger marks, soil) caused by furniture, equipment, residents, or staff</li> <li>• Air vents, relief grills and other ventilation outlets are kept unblocked and free of dust, grit, soil, film, cobwebs, scuffs, and other marks</li> <li>• Door tracks and door jams are free of dust, lint, grit and other debris, frame is free from soil build-up</li> <li>• Push or kick plates are free of soil and grit &amp; polished where applicable</li> <li>• Polished surfaces are of uniform luster</li> </ul>
Hard Floors	Daily	<ul style="list-style-type: none"> <li>• This quality outcome shall reflect the established cleaning frequency</li> <li>• Free from dust, grit, litter, marks and spots, water, or other liquids</li> <li>• The floor is free from polish or other build-up at the edges and corners or in traffic areas</li> <li>• Free of spots, scuffs, streaks, or scratches in high traffic areas, around furniture &amp; pivot points, no formation of traffic lane marks</li> <li>• Areas such as edges, corners &amp; around furniture are free of dust, grit, lint &amp; spots</li> </ul>

		<ul style="list-style-type: none"> <li>• Polished or buffed floors are of a uniform luster where appropriate</li> </ul>
Carpeted Floors	Daily	<ul style="list-style-type: none"> <li>• This quality outcome shall reflect the established cleaning frequency</li> <li>• Carpeting is clean, free of litter and soil marks</li> <li>• No evidence of lint in corners, edges or under furniture</li> <li>• Carpeting is well maintained (no torn or badly worn spots or crushed traffic lanes)</li> </ul>
Equipment Used to Prepare Food and Beverages	Daily	<ul style="list-style-type: none"> <li>• This quality outcome shall reflect the established cleaning frequency</li> <li>• Levels of cleanliness and sanitization comply with the Public Health Department guidelines</li> </ul>
Other Equipment (Other Than Furnishings)	Daily	<ul style="list-style-type: none"> <li>• This quality outcome shall reflect the established cleaning frequency</li> <li>• Free of grease, dirt, dust, lint, marks, stain, soil, and cobwebs</li> <li>• Hygienic standards are satisfied where the fixture or appliance is used in food preparation</li> <li>• Range hoods (interior &amp; exterior) and exhaust filters are free of grease and dirt on inner and outer surfaces</li> <li>• Motor vents, etc. are clean and free of dust and lint</li> </ul>
Furnishings	Daily	<ul style="list-style-type: none"> <li>• This quality outcome shall reflect the established cleaning frequency</li> <li>• Horizontal and vertical surfaces are free from spots, soil, film, dust, fingerprints &amp; spillage</li> <li>• Furniture legs, wheels &amp; castors are free from mop strings, soil, film, dust, and cobwebs</li> <li>• Edges, corners, folds &amp; crevices are free of dust, grit, lint, and spots.</li> <li>• Accessible surfaces are free from dust, lint, and cobwebs</li> </ul>

Do It Yourself: U-Cook Station	Daily	<ul style="list-style-type: none"> <li>• This quality outcome shall reflect the established cleaning frequency</li> <li>• Levels of cleanliness and sanitization comply with the Public Health Department guidelines</li> <li>• Wipe down counters and appliances</li> <li>• Empty trash bins</li> <li>• Cycle clean dishes and utensils</li> <li>• Spaces and appliances are required to be free from crumbs, debris, dust, garbage, grease, dirt, dust, lint, marks, stain, soil, and cobwebs</li> <li>• Hoods (interior &amp; exterior) and exhaust filters are free of grease and dirt on inner and outer surfaces</li> </ul>
-----------------------------------	-------	---

Vendor will submit service reports on a weekly basis showing the completion of treatment to facilities based on the items above. The building liaison or designated building occupant must sign off when the service is provided. As a minimum, the reports shall include the facility's name, date of treatment and treatment method(s) used.

All emergency services shall be reported, in like manner, no later than the next workweek following completion of the treatment. The report shall include the facility's name, date of treatment and treatment method(s) used and the name of the person requesting service.

## 10 **Reporting, Monitoring, & Enforcement Requirements**

The Vendor will be expected to use My Field Audits or a comparable system to conduct weekly audits of the food service operations.

### 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.
- Maintain a meal plan participation percentage of 70%.

### Performance Measurement

The Vendor'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 Vendor 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 Vendor will pay for the annual subscription cost of the software which is approximately \$20,000.

The selected Vendor 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 Vendor 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 Heritage Dining Hall. 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

The Vendor will calculate and invoice the University using the primary mechanism of the using the agreed upon cost per student per day, for each meal plan times the number of students on each meal plan times the number of days in a given billing period. For example, if there are 1,900 students on a seven day a week unlimited meal plan, multiplied by the cost per student per day \$18.13 is approximately \$35,000 per day. If the billing period is fourteen days, then The Vendor will invoice the University \$490,000. This cost per student per day has been established by The Vendor to generate the revenue required to successfully execute, in its entirety for Heritage Dining Hall, 100 percent of the menu variety and selection, by meal period (Breakfast, Lunch, Dinner & Late Night), for the agreed upon hours of operation and operating (board) days.

If the successful execution of the program in Heritage Dining Hall falls below 60% execution, the following enforcement protocol and penalties shall apply and be subtracted from the billing/contact invoice for the billing period in which the violation/penalty is cited.

See the table below for enforcement criteria by meal period at Heritage Dining Hall:

Meal Period	Percentage Value
Breakfast (7:00 a.m. – 10:00 a.m.)	10%
Lunch (10:00 a.m. – 4:00 p.m.)	30%
Dinner (4:00 p.m. – 9:00 p.m.)	30%
Late Night (9:00 p.m. – 12:00 a.m.)	30%

Therefore, using the daily billing example above of \$35,000 the daily meal periods would have the following dollar value at Heritage Dining Hall:

Meal Period	Dollar Value
Breakfast (7:00 a.m. – 10:00 a.m.)	\$3,500

Lunch (10:00 a.m. – 4:00 p.m.)	\$10,500
Dinner (4:00 p.m. – 9:00 p.m.)	\$10,500
Late Night (9:00 p.m. – 12:00 a.m.)	\$10,500

### The Financial Penalty

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. Therefore, using the table above, if the late-night meal period (\$10,500) operates at 60 percent or less of what has been stipulated in the contract, The Vendor shall be assessed a ten (10) percent penalty of \$1,050, subtracting said amount from the current billing invoice from the operator.

## **11 Insurance Requirements**

Vendor , upon award, but prior to any work commencing, shall provide certificates of insurance coverage as outlined below.

- Vendor , as an independent Vendor , shall provide proof of Comprehensive General Liability insurance, Workers' Compensation insurance and Commercial Auto Liability insurance. The Vendor shall provide a Certificate of Coverage mailed to the Board of Trustees of State Institutions of Higher Learning, Office of Insurance & Risk Management, 3825 Ridgewood Road, Suite 429, Jackson, MS, 39211 and JSU, Department of Facilities and Construction Management, Executive Director, 1400 J.R. Lynch St., Jackson, MS 39217 at least ten (10) working days prior to start of services. The Certificate of Coverage should, at a minimum, contain the name of the carrier, effective and expiration dates of coverage, a description of the covered perils, and amount of coverage by peril, the name and mailing address of the insurance company, and the name and mailing address of the insurance agent. The Certificate of Coverage must name the Board of Trustees of State Institutions of Higher Learning and JSU as additional insureds. The additional insured requirement shall be by an endorsement form, or an equivalent or broader form, or by blanket additional insured endorsement, and the general liability coverage shall be primary and noncontributory in respect to insurance maintained by JSU or IHL. Further, Vendor agrees to waive any rights of subrogation against IHL or JSU. The Comprehensive General Liability coverage and the Commercial Auto Liability coverage shall be a minimum amount of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate through an insurance company with a Best rating of A- or higher and a financial size Class X or higher approved by the Mississippi Department of Insurance. No material change in coverages may occur for JSU or IHL without 30 days advanced notice.
- Worker's Compensation and Employer's Liability: Standard limits as required by applicable Worker's Compensation Laws.
- Comprehensive General Liability:
  - i. General Aggregate - \$5,000,000
  - ii. Personal & Adv Injury - \$5,000,000



- iii. Each Occurrence - \$5,000,000
  - iv. Fire Damage (any one fire) - \$1,000,000
  - v. Medical Expense (any one person) - \$5,000
  - vi. Automobile Bodily Injury and Property Damage Liability - \$1,000,000 Combined Single Limit
  - Certificates of insurance with coverage described above shall be furnished by the Vendor prior to the commencement of services under this agreement and such certificates shall provide that the coverages will not be canceled or reduced in amount prior to 30 days after notice of such cancellation has been mailed to the Purchaser. Certificates shall be endorsed to include a waiver of subrogation in favor of Jackson State University and that Vendor hereby waives all rights of recourse, including any right to which another may be subrogated, against Jackson State University for personal injury, including death, and property damage.
- 

## 12 INQUIRIES ABOUT RFP

Prospective respondents may make written inquiries concerning this request for proposal to obtain clarification of requirements. Responses to these inquiries may be by addendum to the Request for Proposal (RFP). The deadline for inquiries shall be March 19th at 5 p.m. Please send your inquiries to [kimberly.r.harris@jsums.edu](mailto:kimberly.r.harris@jsums.edu).

## 13 SCHEDULE OF CRITICAL DATES

- a) The following dates are for planning purposes only. Unless otherwise stated in this RFP, progress towards their completion is at the sole discretion of JSU.

I.	RFP Posted	March 7 <sup>th</sup> , 2024
II.	Prebid Conference (On-Campus)	March 15 <sup>th</sup> , 2024
III.	Prospective respondents written inquiries deadline	March 19 <sup>th</sup> , 2024
IV.	Responses to inquiries posted	March 21 <sup>st</sup> , 2024
V.	Proposal submission deadline – 11:00 A.M.	April 11 <sup>th</sup> , 2024
VI.	Award determination date (estimated target)	May 1 <sup>st</sup> , 2024
VII.	Contract signed (estimated target)	May 5/6, 2024
VIII.	Contract commencement	July 1 <sup>st</sup> , 2024

## 14 WRITTEN OR ORAL DISCUSSIONS/PRESENTATIONS

After the opening of all Offers received by the closing time and date for accepting offers, Respondents may be required, at the request of JSU, to make a public oral presentation or provide written clarifications to their Offers. Oral presentations may be recorded. Any oral presentation or written clarification given by Respondent will be considered part of the RFP's response. Personnel in JSU Office of Purchasing and Travel will schedule

any such presentations or address any needed written clarifications. JSU reserves the right to request a “best and final offer” at its discretion.

## **15 EVALUATION OF PROPOSALS**

JSU reserves the right to conduct discussions with any or all respondents, or to make an award of a contract without such discussions based only on evaluation of the written proposals. JSU reserves the right to contact and interview any reference listed. JSU may make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.

JSU reserves the right to award this contract in whole or in part depending on what is in the best interest of JSU with JSU being the sole judge thereof.

The evaluation factors set forth in this section are described as follows:

- The vendor’s ability to deliver a service meeting the overall objective and functions described in this RFP
- Competitive fees
- Availability and access to technical support
- Vendor’s experience
- Compliance with applicable State and Federal laws and regulations
- The committee may invite finalists for interviews and/or presentations. Failure to participate may result in a proposal not being considered.

Proposals will be scored based on the following weights (120 points total):

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Technical Proposal	100
Financial Proposal	20
Total Possible Points	120

## **16 TWO-PHASE, BEST AND FINAL OFFER**

If the initial proposals do not provide JSU with a clear and convincing solution, or if JSU feels it is appropriate to offer the potential providers an opportunity to submit revised proposals, JSU reserves the right to use a two-phase approach and/or invite Best and Final Offers (BAFO). Based on the information obtained through the proposal submissions (Phase-One), JSU may choose a specific business model, and potential providers may be asked to submit revised proposals based upon that specific model.

The evaluation committee may develop, for distribution to the top-ranked firms, refined written terms with specific information on what is being requested as a result of information obtained through the initial RFP process. Vendors may be asked to reduce cost or provide additional clarification to specific sections of

the RFP. Selected Vendors are not required to submit a BAFO and may submit a written response notifying the solicitation evaluation committee that their response remains as originally submitted.

## **17 TERMINATION LANGUAGE**

In the event any of the provisions of the contract are violated by the successful proposer, the University may serve written notice upon the Vendor of its intention to terminate the contract. Such notice will state the reason(s) for the intention to terminate the contract. If the violation does not cease and satisfactory arrangements for correction are not made within ten (10) days after the notice is served upon the Proposer, the contract shall cease and terminate. The liability of the Vendor and/or his surety for any and all such violation(s) shall not be affected by any such termination.

Jackson State University may terminate this agreement without cause upon no less than ninety (90) calendar days' written notice. The University shall have up to ninety (90) days to pay any unamortized capital investment(s). Upon any such termination, the Proposer's occupancy of University premises will end within 30 days of termination. The Vendor may terminate this agreement without cause upon no less than one hundred and eighty (180) calendar days' written notice. Termination shall be scheduled so that it is effective at the end of the Spring semester. The University shall have up to six (6) months from the date of termination to pay the Vendor in full for any unamortized capital investment(s).

## **ACCEPTANCE TIME**

Proposal shall be valid for one-hundred eighty (180) days following the proposal due date.

## **18 RFP CANCELLATION**

This RFP in no manner obligates JSU to the eventual purchase of any services described, implied or which may be proposed until confirmed by a written contract. Progress towards this end is solely at the discretion of JSU and may be terminated without penalty or obligations at any time prior to the signing of a contract. JSU reserves the right to cancel this RFP at any time, for any reason, and to reject any or all proposals or any parts thereof.

## **19 OTHER CONTRACT REQUIREMENTS**

**Award Terms:** This contract shall be awarded at the discretion of the University based on the capabilities and overall reputation of the Vendor , as well as the cost. Acceptance shall be confirmed by the issuance of a contract from JSU.

**Standard Contract:** The awarded Vendor (s) will be expected to enter into a contract that is in substantial compliance with [JSU's standard contract](#). Proposal should include any desired changes to the standard contract. It should be noted that there are many clauses which JSU cannot change. Significant changes to the standard contract may be cause for rejection of a proposal.

**The Procurement Process:** The following is a general description of the process by which a firm will be selected to fulfill this Request for Proposal.

- Request for Proposals (RFP) is issued publicly.
- A deadline for written questions is set.
- Proposals will be received as set forth in the Schedule of Critical Dates.
- Unsigned proposals will not be considered.
- All proposals must be received by JSU no later than the date and time specified on the cover sheet of this RFP.
- At that date and time, the package containing the proposals from each responding firm will be opened publicly and the name of each respondent will be announced.
- Proposal evaluation: JSU will evaluate all components of each proposal submitted.
- At their option, the evaluators may request oral presentations or discussions for the purpose of clarification or to amplify the materials presented in the proposal.
- Respondents are cautioned that this is a request for proposals, not a request to contract, and JSU reserves the unqualified right to reject any and all proposals when such rejection is deemed to be in the best interest of the University.
- The proposals will be evaluated according to criteria set forth in the Technical and Cost Specifications and Management Requirements sections of this RFP.

**20 APPENDIX A: SIGNATURE PAGE**

Provide information requested, affix signature and return this page with your proposal.

Name of Firm: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

## 21 APPENDIX B: PROPOSED MINIMUM MENU PROFILE

### Heritage Dining Hall (Years 1-2)

- 21.1 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 Heritage Dining Hall to be the primary foodservice location on campus. As part of the Heritage Dining Hall, the current servery stations will be adapted/modified to serve the menu profile as stipulated below.

Services Style – Anytime Dining service continuously Monday – Sunday 7:00 a.m. – 12:00 a.m.

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

- 21.2 The Vendor is expected to offer the following menu items at a minimum in the dining hall Monday – Sunday 7:00 a.m. – 12:00 a.m. unless stated otherwise in the minimum menu profile provided below.

Vegetarian and vegan entrees which are healthy, protein rich, and wellness oriented are offered at all times. The Vendor must offer their allergy-free and gluten-free platform at all meals.

- 21.3 Students with a valid Anytime Dining meal plan and faculty and staff with a valid University ID, may have unrestricted take-out from the Heritage Dining Hall.

- 21.4 Minimum Menu Profile

Heritage Dining Hall Minimum Menu Profile – The Vendor is expected to offer the following menu items at a minimum in Heritage Dining Hall. **Unless indicated otherwise, 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.**

- 21.5 7:00 a.m. – 11:00 a.m.

#### Comfort/Traditional Foods (Self-Serve)

- ◆ Cage-free Eggs (No Boxed Egg Product) - Any Style with a Variety of Vegetables, Cheeses, and Meats
- ◆ Hash Browns
- ◆ Tater Tots
- ◆ 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

21.6 11:00 a.m. – 12:00 a.m.

Soups (Self-Serve)

- ◆ 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 (Self-Serve/Staff-Serve)

- ◆ Cooked-to-Order
  - ♦ ¼ Pound Hamburgers (Custom Toppings: Bacon, Cheese, Fried Egg, etc.)
  - ♦ Grilled Cheese
  - ♦ Vegetarian Burgers Daily
  - ♦ Beyond/Impossible Burger on Gluten Free Bun
  - ♦ Chicken Breast
  - ♦ Philly Cheese Steak on Grilled Sub Roll
- ◆ 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 (Self-Serve)

- ◆ 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) (Staff-Serve)

- ◆ 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.) \* (Self-Serve)



- ◆ 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
- ◆ Chow Mein
- ◆ Cream Cheese Rangoon
- ◆ Chicken Pot stickers
- ◆ Kabobs
- ◆ Gyros
- ◆ Crepes

#### Southern Food (Rotating Daily) (Self-Serve/Staff-Serve)

- ◆ Collard Greens
- ◆ Cornbread
- ◆ Baked macaroni and cheese
- ◆ Candied sweet potatoes
- ◆ Fried catfish
- ◆ Southern baked chicken
- ◆ Cornbread dressing
- ◆ Black eyed peas
- ◆ Fried chicken
- ◆ Fried green tomatoes
- ◆ Grits
- ◆ Red beans and rice
- ◆ Fried okra
- ◆ Fish Po' Boy
- ◆ Seafood gumbo

#### Rotating Hot Entrees (Self-Serve)

- ◆ Includes: Two (2) Entrees, two (2) Vegetables (one (1) Must be Fresh and Not Canned or Frozen), two (2) Starches

### Carving Station (Staff-Serve)

- ◆ Rotating Choices of Meats Featured Daily (Roast Beef, Chicken, Turkey, Ham, etc.)

### Sushi (Self-Serve)

- ◆ Alaska Roll
- ◆ Avocado Roll
- ◆ Spicey California Roll
- ◆ Vegetable California Roll
- ◆ California Roll
- ◆ Dynamite Roll
- ◆ Green Dragon Roll
- ◆ Rainbow Roll
- ◆ Salmon Roll
- ◆ Red Dragon Roll
- ◆ Volcano Roll
- ◆ Tuna Roll

### Pizza/Mac & Cheese/Chicken Wings (Self-Serve)

- ◆ 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 (Self-Serve/Staff-Serve)

- ◆ 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

#### Chipotle/Qdoba-Style build-your-own bowl/burrito/taco concept (Self-Serve)

- ◆ 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 (Self-Serve)

- ◆ 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

#### Gluten-Free Desserts (Self-Serve)

- ◆ Brownies, Bars, Squares (three (3) varieties)
- ◆ Danish/Coffee Roll
- ◆ Banana Bread
- ◆ Cookies
  - ◆ Chocolate Chip
  - ◆ Oatmeal
  - ◆ Peanut Butter
- ◆ Pie
  - ◆ Apple
  - ◆ Blueberry

#### 21.7 D-I-Y U-Cook Station (Mandatory 7:00 a.m. – 12:00 a.m.) (Self-Service)

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:

- ◆ 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
- ◆ Two (2) Rice Cookers – White Rice & Brown 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)

Bagels, Breads, & Spreads (Mandatory 7:00 a.m. – 12:00 a.m) (Self-Serve)

- ◆ Four (4) Varieties of Bagels– One (1) Whole Grain – Minimum two (2) Gluten-Free Options)
- ◆ Three (3) English Muffin – One (1) Whole Grain – Minimum two (2) Gluten-Free Options)
- ◆ 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
- ◆ Conveyor Toaster(s)

Coffee Station (Mandatory 7:00 a.m. – 12:00 a.m) (Self-Serve)

- ◆ High Quality Ground Coffee (Light, Dark, Decaf)
- ◆ Iced Tea
- ◆ Iced Coffee Dispenser
- ◆ Hot Herbal Teas
- ◆ Three (3) To-Go Cups (Small, Medium, Large)
- ◆ Hot Chocolate Dispenser
- ◆ Four (4) Liquid Creamer Pumps (e.g., French Vanilla, Hazelnut, Oat Milk, etc.)
- ◆ Variety of Individual Sweetener Packages (e.g., Splenda, Sugar In The Raw, Stevia, etc.)
- ◆ Countertop Fridge to include:
  - ◆ Soy Milk
  - ◆ Almond Milk
  - ◆ Coconut Milk
  - ◆ Oat Milk

Beverages (Mandatory 7:00 a.m. – 12:00 a.m) (Self-Serve)

- ◆ Milk – Whole, 2% Low Fat, Skim, Chocolate, Plant-Based
- ◆ Juices (at Minimum Orange, Apple, Cranberry)
- ◆ Lemonade
- ◆ Fountain Soda (Variety of Eight (8) per Machine, Minimum of two (2) Machines)
- ◆ Flavored Waters (e.g., Cucumber, Mint, Berry, etc.)

21.8 Saturday and Sunday Only: 10:00 a.m. – 4:00 p.m.

Weekend Brunch Options (to be included in addition to, not in replacement of the daily offerings)

- ◆ Shrimp & Grits
- ◆ Avocado Toast
- ◆ Brisket & Eggs
- ◆ Chicken & Biscuits
- ◆ House Beignets Bites
- ◆ Grain Bowls
- ◆ Buttermilk Pancakes
- ◆ Skillet Potatoes
- ◆ Jonny Cakes
- ◆ Coffee Cake
- ◆ Baked Oatmeal
- ◆ Salsa Verde Pork & Egg

**24/7 Anytime Dining Student Engagement Commons (Years 3-10)**

- 21.9 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 the 24/7 Anytime Dining Student Engagement Commons to be the primary foodservice location on campus. As part of the 24/7 Anytime Dining Student Engagement Commons, the current servery stations will be adapted/modified to serve the menu profile as stipulated below.

Services Style – Anytime Dining service continuously 24/7.

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

- 21.10 The Vendor is expected to offer the following menu items at a minimum in the Engagement Commons Monday – Sunday unless stated otherwise in the minimum menu profile provided below.

Vegetarian and vegan entrees which are healthy, protein rich, and wellness oriented are offered at all times. The Vendor must offer their allergy-free and gluten-free platform at all meals.

- 21.11 Students with a valid Anytime Dining meal plan and faculty and staff with a valid University ID, may have unrestricted take-out from the 24/7 Anytime Dining Student Engagement Commons.

21.12 Minimum Menu Profile

24/7 Anytime Dining Student Engagement Commons Minimum Menu Profile – The Vendor is expected to offer the following menu items at a minimum in 24/7 Anytime Dining Student Engagement Commons. **Unless indicated otherwise, 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 down in-between meal periods.**

- 21.13 6:00 a.m. – 11:00 a.m.

Comfort/Traditional Foods (Self-Serve)

- ◆ Cage-free Eggs (No Boxed Egg Product) - Any Style with a Variety of Vegetables, Cheeses, and Meats
- ◆ Hash Browns
- ◆ Tater Tots
- ◆ 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

21.14 11:00 a.m. – 2:00 a.m.

#### Soups (Self-Serve)

- ◆ 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 (Self-Serve/Staff-Serve)

- ◆ Cooked-to-Order
  - ♦ ¼ Pound Hamburgers (Custom Toppings: Bacon, Cheese, Fried Egg, etc.)
  - ♦ Grilled Cheese
  - ♦ Vegetarian Burgers Daily
  - ♦ Beyond/Impossible Burger on Gluten Free Bun
  - ♦ Chicken Breast
  - ♦ Philly Cheese Steak on Grilled Sub Roll
- ◆ Chicken Tenders
- ◆ Chicken Nuggets Daily (Variety of Two (2) Daily)
- ◆ Plant-Based Protein (i.e.: Beyond Burgers, Chicken, etc.)
- ◆ Board Walk Fries
- ◆ Tater Tots

#### Allergen-free Station (rotating on cycle menu) (Self-Serve/Staff-Serve)

- ◆ 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 Entrée Daily
- ◆ One (1) Hot Vegan Entrée 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.) \* (Self-Serve/Staff-Serve)

- ◆ 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
- ◆ Chow Mein
- ◆ Cream Cheese Rangoon
- ◆ Chicken Pot stickers
- ◆ Kabobs
- ◆ Gyros
- ◆ Crepes

Southern Food (Rotating Daily) (Self-Serve/Staff-Serve)

- ◆ Collard Greens
- ◆ Cornbread
- ◆ Baked macaroni and cheese
- ◆ Candied sweet potatoes
- ◆ Fried catfish
- ◆ Southern baked chicken
- ◆ Cornbread dressing
- ◆ Black eyed peas
- ◆ Fried chicken
- ◆ Fried green tomatoes

- ◆ Grits
- ◆ Red beans and rice
- ◆ Fried okra
- ◆ Fish Po' Boy
- ◆ Seafood gumbo

#### Rotating Hot Entrees (Self-Serve/Staff-Serve)

- ◆ Includes: Two (2) Entrees, two (2) Vegetables (one (1) Must be Fresh and Not Canned or Frozen), two (2) Starches

#### Carving Station (Self-Serve/Staff-Serve)

- ◆ Rotating Choices of Meats Featured Daily (Roast Beef, Chicken, Turkey, Ham, etc.)

#### Sushi (Self-Serve)

- ◆ Alaska Roll
- ◆ Avocado Roll
- ◆ Spicy California Roll
- ◆ Vegetable California Roll
- ◆ California Roll
- ◆ Dynamite Roll
- ◆ Green Dragon Roll
- ◆ Rainbow Roll
- ◆ Salmon Roll
- ◆ Red Dragon Roll
- ◆ Volcano Roll
- ◆ Tuna Roll

#### Pizza/Mac & Cheese/Chicken Wings (Self-Serve)

- ◆ 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

#### Pasta Bar (Self-Serve)

- ◆ Four (4) varieties of noodles (one (1) whole grain option, one (1) gluten-free option), Daily
- ◆ Three (3) sauce variations (i.e., one (1) red sauce, one (1) white sauce, one (1) plant-based)
- ◆ Breadsticks
- ◆ Three (3) grated cheeses
- ◆ Four (4) vegetable options (i.e., spinach, onions, mushrooms, etc.)
- ◆ Four (4) meat options (i.e., meatballs, chicken, shrimp, etc.)
- ◆ Two (2) plant-based protein options

#### Chipotle/Qdoba-Style build-your-own bowl/burrito/taco concept (Self-Serve)

- ◆ 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

Open 24/7 – 12:00 a.m. – 12:00 a.m.

#### Deli/Hot Subs Menu (Self-Serve/Staff-Serve)

- ◆ 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

### Salad Bar (Self-Serve)

- ◆ 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

### Desserts (Self-Serve)

- ◆ 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

#### Gluten-Free Desserts (Self-Serve)

- ◆ Brownies, Bars, Squares (three (3) varieties)
- ◆ Danish/Coffee Roll
- ◆ Banana Bread
- ◆ Cookies
  - ◆ Chocolate Chip
  - ◆ Oatmeal
  - ◆ Peanut Butter
- ◆ Pie
  - ◆ Apple
  - ◆ Blueberry

#### 21.15 D-I-Y U-Cook Station (*Mandatory 24/7*) (Self-Service)

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:

- ◆ 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
- ◆ Two (2) Rice Cookers – White Rice & Brown 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)

#### Bagels, Breads, & Spreads (Mandatory 24/7) (Self-Serve)

- ◆ Four (4) Varieties of Bagels– One (1) Whole Grain – Minimum two (2) Gluten-Free Options)
- ◆ Three (3) English Muffin – One (1) Whole Grain – Minimum two (2) Gluten-Free Options)
- ◆ 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
- ◆ Conveyor Toaster(s)

#### Coffee Station (Mandatory 24/7) (Self-Serve)

- ◆ High Quality Ground Coffee (Light, Dark, Decaf)
- ◆ Iced Tea
- ◆ Iced Coffee Dispenser
- ◆ Hot Herbal Teas
- ◆ Three (3) To-Go Cups (Small, Medium, Large)
- ◆ Hot Chocolate Dispenser
- ◆ Four (4) Liquid Creamer Pumps (e.g., French Vanilla, Hazelnut, Oat Milk, etc.)
- ◆ Variety of Individual Sweetener Packages (e.g., Splenda, Sugar In The Raw, Stevia, etc.)
- ◆ Countertop Fridge to include:
  - ♦ Soy Milk
  - ♦ Almond Milk
  - ♦ Coconut Milk

- ◆ Oat Milk

Beverages (Mandatory 24/7) (Self-Serve)

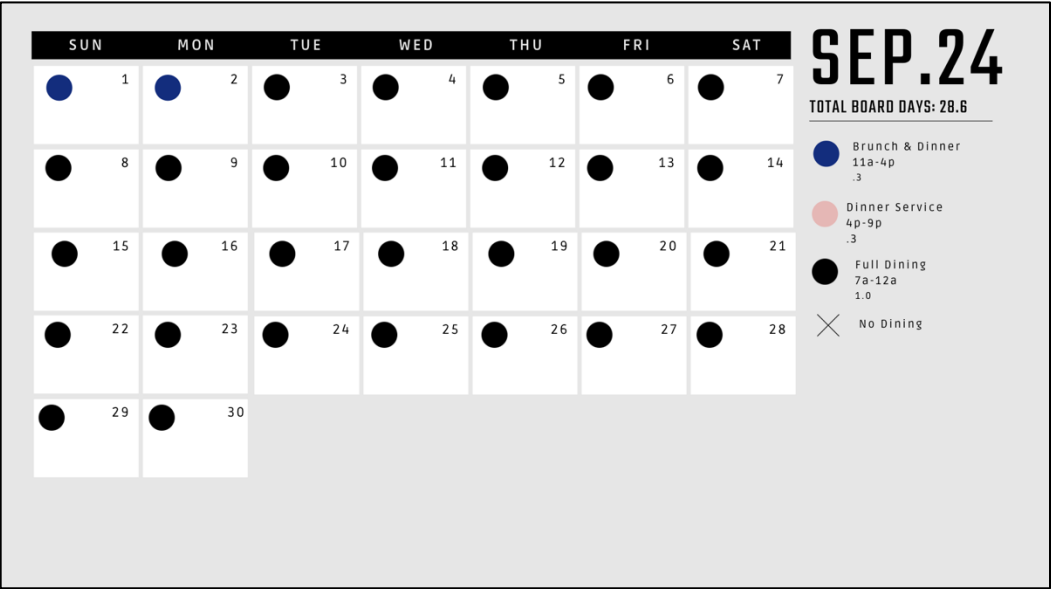
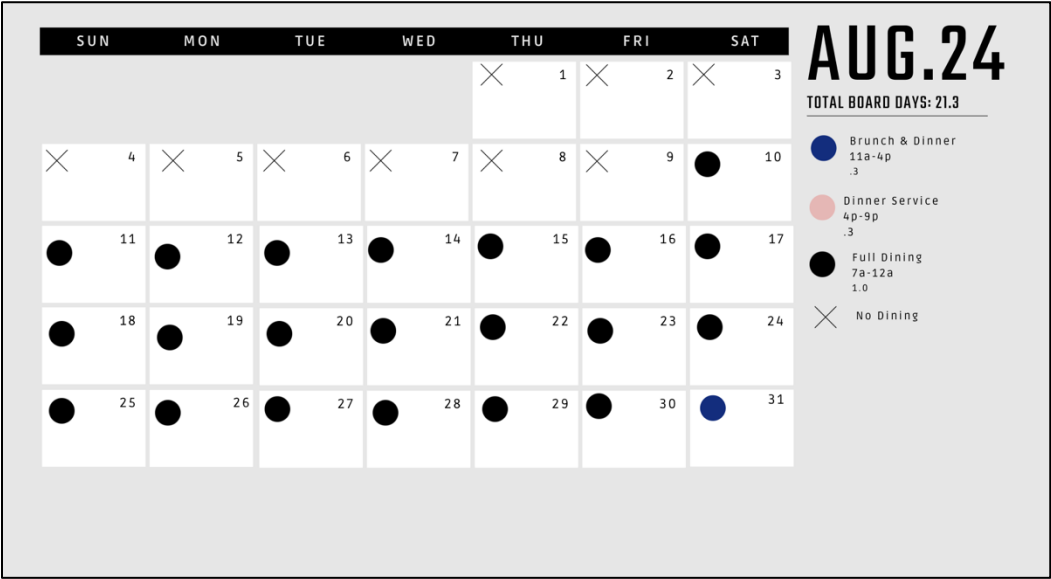
- ◆ Milk – Whole, 2% Low Fat, Skim, Chocolate, Plant-Based
- ◆ Juices (at Minimum Orange, Apple, Cranberry)
- ◆ Lemonade
- ◆ Fountain Soda (Variety of Eight (8) per Machine, Minimum of two (2) Machines)
- ◆ Flavored Waters (e.g., Cucumber, Mint, Berry, etc.)

21.16 Saturday and Sunday Only: 10:00 a.m. – 4:00 p.m.

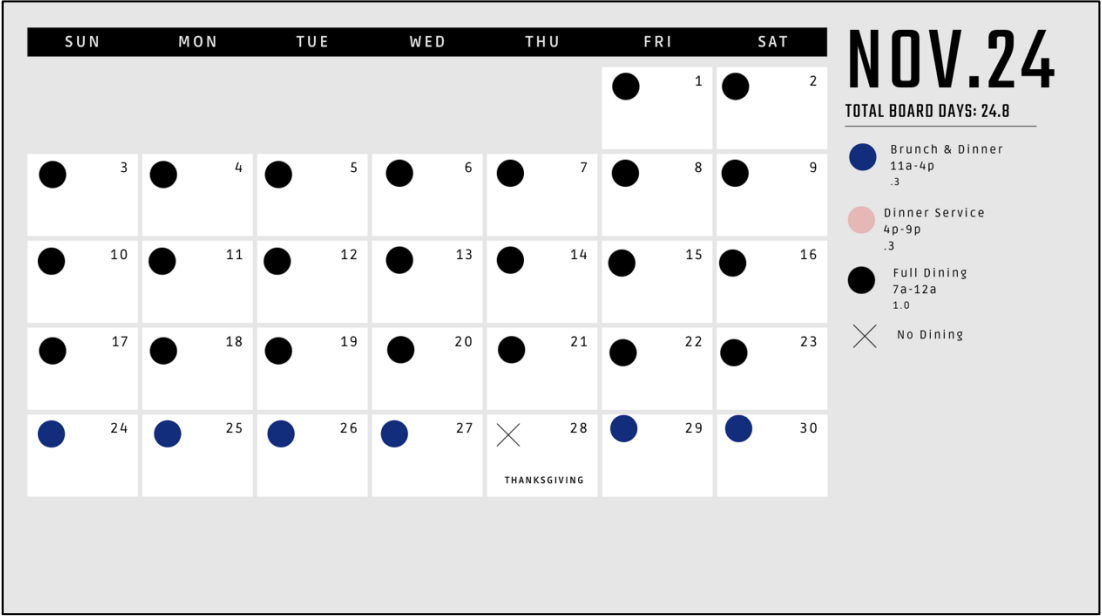
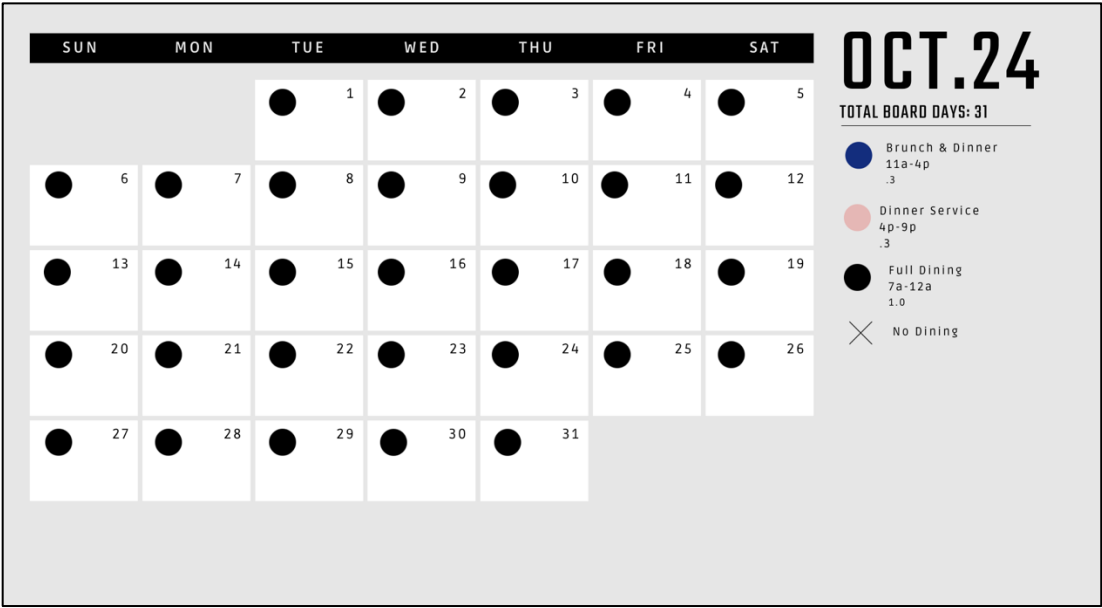
Weekend Brunch Options (to be included in addition to, not in replacement of the daily offerings)

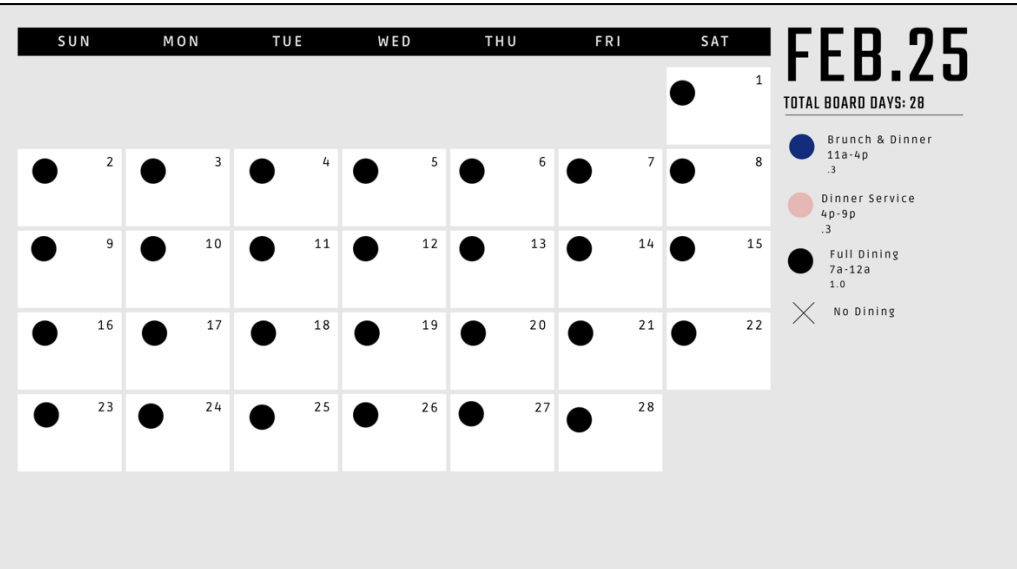
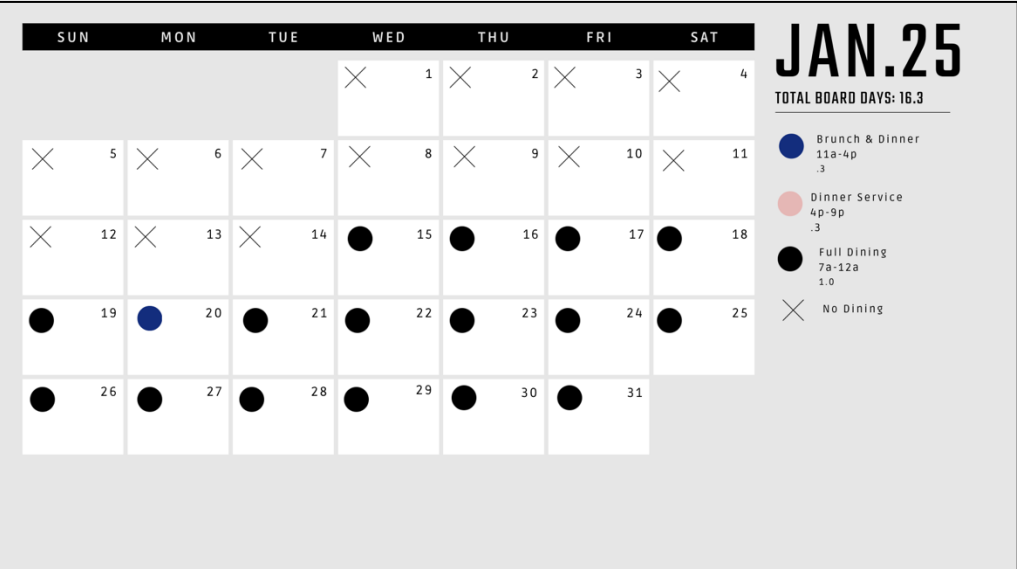
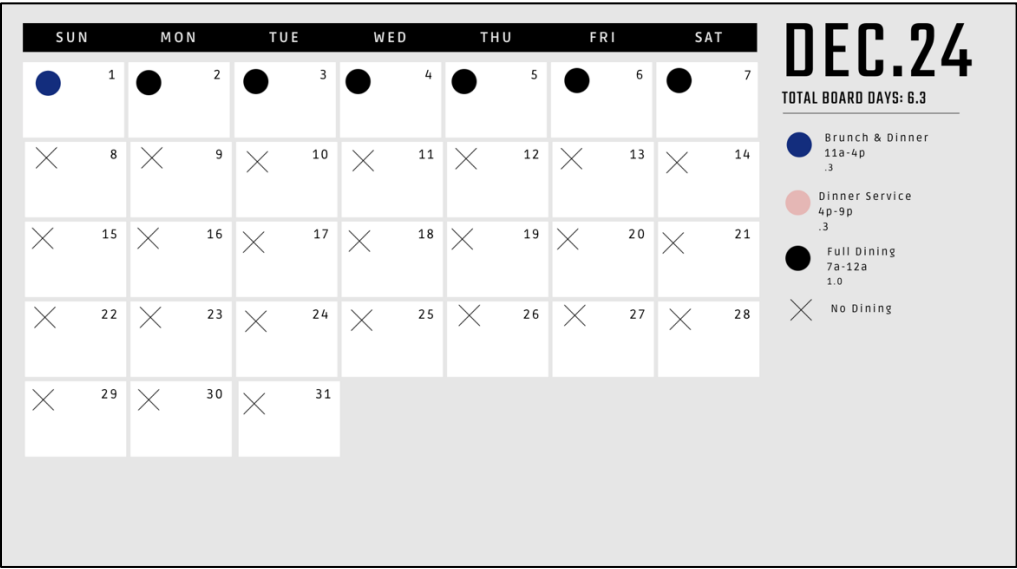
- ◆ Shrimp & Grits
- ◆ Avocado Toast
- ◆ Brisket & Eggs
- ◆ Chicken & Biscuits
- ◆ House Beignets Bites
- ◆ Grain Bowls
- ◆ Buttermilk Pancakes
- ◆ Skillet Potatoes
- ◆ Jonny Cakes
- ◆ Coffee Cake
- ◆ Baked Oatmeal
- ◆ Salsa Verde Pork & Egg

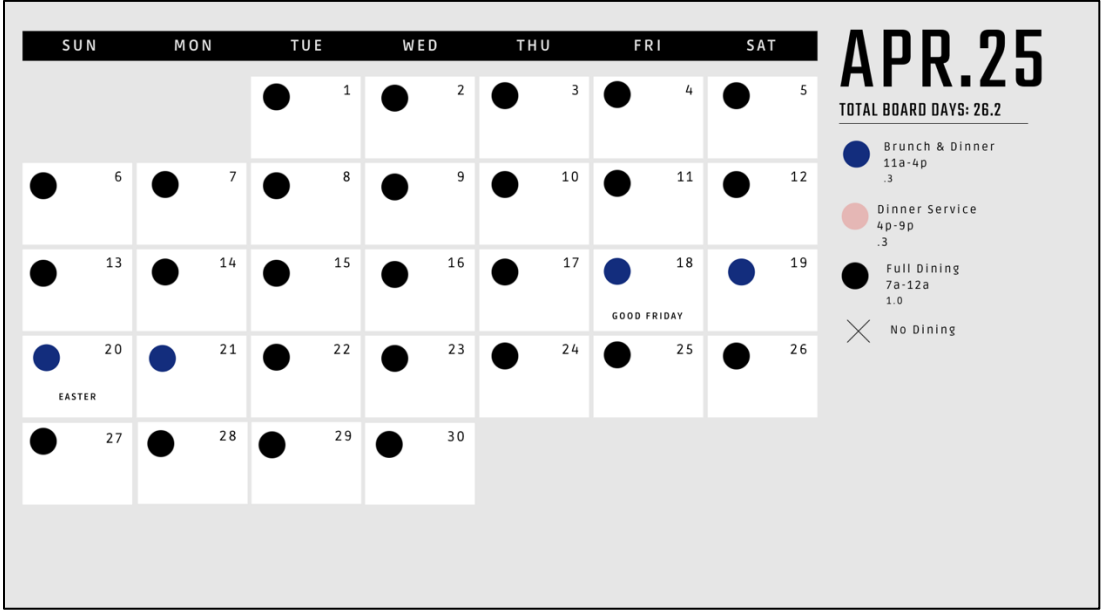
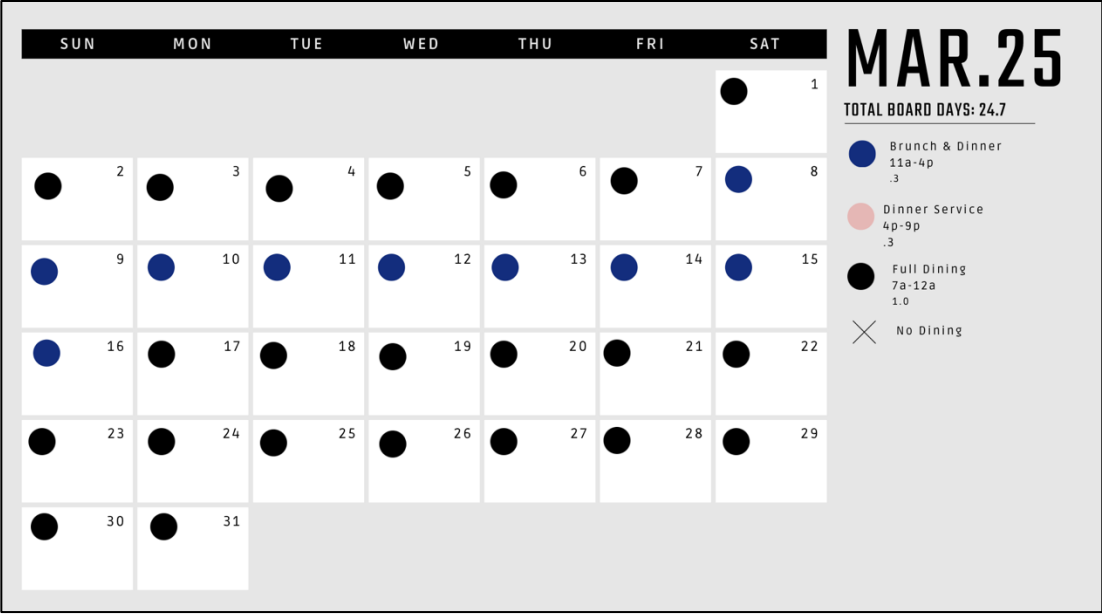
22 APPENDIX C: BOARD DAY CALENDAR

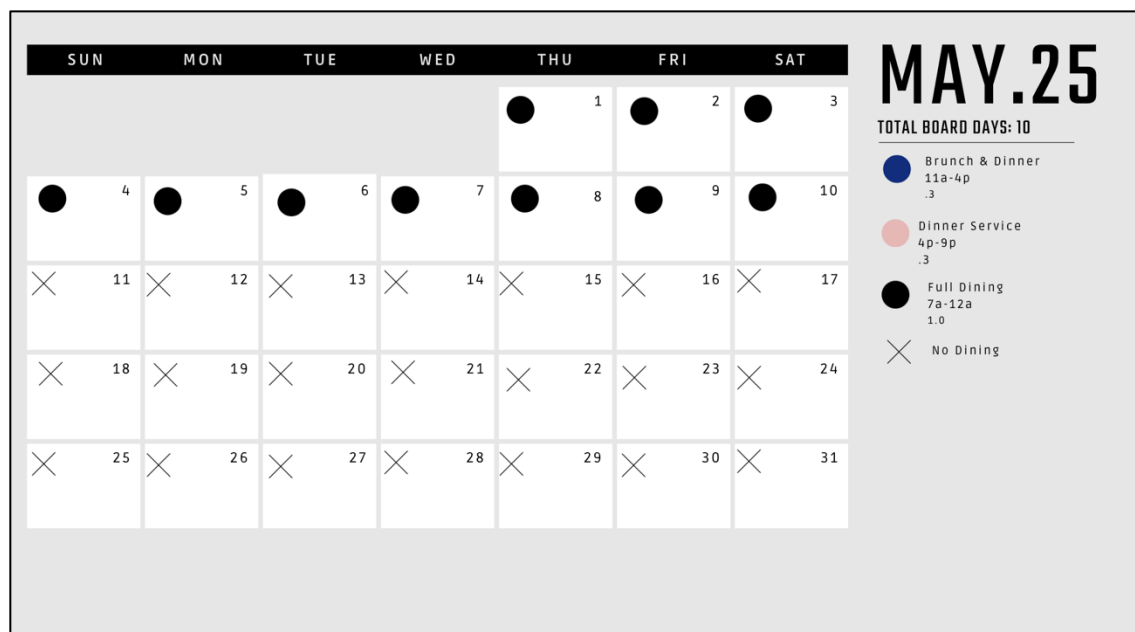












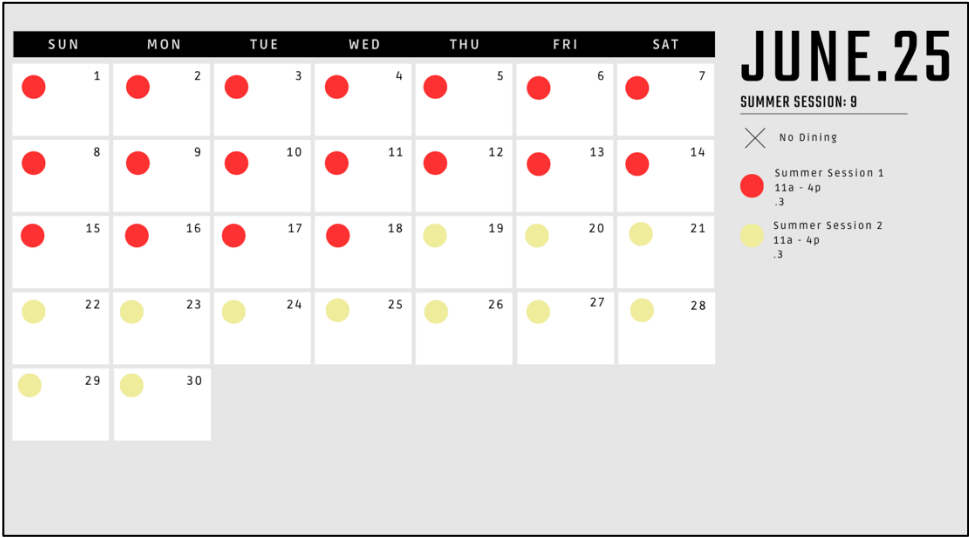
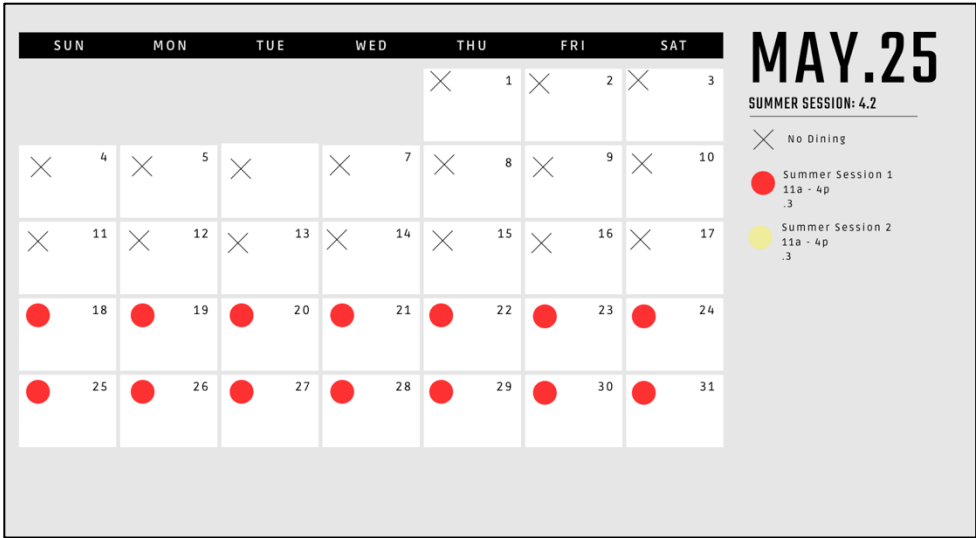
# ACADEMIC BOARD DAYS

Total Board Days: 217.2

## 23 APPENDIX D: SUMMER PARTICIPATION CALENDAR

To ensure accurate financial planning, refer to the Summer Participation Calendar included in this Appendix. This calendar is essential for filling out the relevant financial sections within **Appendix F: Financial Template Instructions**. It's important to note that starting in the Summer of 2024, participants in Summer Camps and Conferences will be provided with three catered meals daily: breakfast, lunch, and dinner. For determining appropriate pricing, utilize the sliding scale found in the Financial Template.

Beginning in the Summer of 2025, all food services for Summer Camps & Conferences will operate from the Student Engagement Commons. The cost per participant should be calculated based on the sliding scale provided. Additionally, for menu creation, please reference **Appendix B: Proposed Minimum Menu Requirements**. This will guide you in developing the menus for meals served, including breakfast, lunch, and dinner.





## 24 APPENDIX E: FOOD SPECIFICATIONS

The general minimum purchase specifications that must be adhered to by the Vendor 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:
  - 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. The Vendor 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 Offeror's 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 shallow 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 concessions or 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 Vendor 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, Halal, nut free, etc.

## **25 APPENDIX F: FINANCIAL TEMPLATE INSTRUCTIONS**

JSU has prepared an Excel based set of worksheets and pro forma to aid The Vendor in collecting, calculating, and presenting their data. The Vendor 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/g1uqryca4yzj6089bzy41yjdlto3hxn>

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

The Vendor 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
- Catering Staffing Worksheets
- Concessions Staffing Worksheets
- Pro Forma Worksheets

### **Instructions**

The Vendor is to submit their financial bid by filling out the worksheets provided on the Excel model included with this Addendum. The Vendor is to enter figures into the worksheets where prompted by blue cells. All related calculations are prepared by the program. The Vendor is to include a hard copy of their pro forma worksheets within their RFP 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 Proposal 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 Jackson 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 Vendor's scheduling. The Vendor required to differentiate on the staffing worksheets the total staffing required for each outlet listed and catering. The Vendor 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 Vendor should also note that additional detailed charts, reflecting employees who work in more than one job category or functional capacity, may be requested by Jackson 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

## **26 APPENDIX G: FINANCIAL ARRANGEMENT**

### **Introduction**

- The following terms and conditions set forth the financial arrangements hereby agreed upon by the University and the Vendor governing the food service operation. All terms and conditions apply specifically to revenues, operating expenses, compensation, and net gain/loss on operations.

### **Capital Investment and Compensation**

- The Vendor shall contribute a total of Five Hundred Thousand Dollars (\$500,000) to Jackson State University over a ten (10) year period to be used for Food Service facility enhancements as mutually agreed by the parties ("Facility Enhancement Fund"). Commencing July 1<sup>st</sup>, 2024, the Vendor shall accrue Fifty Thousand Dollars (\$50,000.00) for each Calendar Year that this Agreement remains in effect. Unused amounts, if any, in the Facility Enhancement Fund shall roll from year to year. Upon expiration or termination of this Agreement, Vendor shall pay to JSU any unused accrued amounts in the Facility Enhancement Fund within thirty (3) days expiration or termination under this Agreement.

### **Facility Enhancement Fund**

- The University will be looking for a capital investment to support the short-term and long-term needs of the JSU dining program.

### **Equipment Maintenance and Repair**

- The Vendor shall be responsible for the cost of equipment maintenance and repair in all foodservices locations up to \$90,000 in Year 1, increasing by 3% each year of the contract. Any costs beyond \$90,000 shall be split 50/50 between the Vendor and the University. Vendor must provide a comprehensive schedule of preventive maintenance and document the average response time to service maintenance requests as well as a schedule for servicing the equipment with product by route personnel.

### **In-Kind Funds**

- The Vendor is encouraged to contribute to an in-kind scholarship fund. This fund will be dedicated to supporting students with financial need, promoting access to higher education.
- The Vendor is encouraged to contribute to other in-kind funds including, but not limited to the following:
  - Scholarships
  - Presidential Catering
  - Student Services

## **Board Rates**

- Using the meal plans and board days (**See Appendix H: Meal Plans; Appendix C: Academic Board Day Calendar**), approved by the University, detail your lowest proposed semester rate and highest proposed commission rate for board plans, while providing the proposed program and accomplishing the dietary nutritional goals for all students.
- The objective of the University is for the cost per student per day for the Bronze plan, including Tiger Bucks, is to not exceed \$18.13.

## **Partial Service Days**

- Charges for partial service days at the beginning or end of an academic term or break period shall be based on a fraction of the resident dining rate as follows:
  - Breakfast: 10% of Rate
  - Lunch: 30% of Rate
  - Dinner: 30% of Rate
  - Late-Night: 30% of Rate

## **Summer Service Days**

- Charges for summer service days shall be calculated by the Vendor using the sliding scale provided in **Appendix VI: Financial Template**. The sliding scale will be used to calculate the cost of catered meals over Summer 2024 and continue to be used once meals are provided in the residential dining facilities starting in Summer 2025.

## **Door Rates**

- Vendor shall propose door rates for entrance to the Heritage Dining Hall and 24/7 Anytime Dining student Engagement Commons for breakfast, lunch, dinner, and brunch. Door rates will be available to students, faculty, staff, and all visitors.

## **Flex Dollars**

- Any unused Flex Dollars that are a part of the meal plan at the end of a roll over period are credited to the foodservice operator.
- No unspent voluntary deposits of Tiger Bucks will be credited to the Offeror.

## **Operating Budget**

- On or before February 1<sup>st</sup> of each year, Vendor shall submit to the Contract Administrator or his designee a complete budget for each unit, by month, with estimated sales, food costs, revenues, and expenses for the University's next fiscal year (July 1 - June 30) in a mutually agreed format. Vendor and University will meet to review the budget with the intent of agreeing on an operating budget for the upcoming year.

## **Financial Reports**

- On a monthly basis, Vendor shall provide to the University detailed operating statements, in a mutually agreeable format for both parties, (to include gross sales, food costs, labor, direct costs, service management fee) showing all income and expenses for each of Vendors' operating cost centers at the University showing activity for the statement period and a year-to-date summary. The year-to-date summary shall be for the Agreement year. Vendor shall maintain books and records in accordance with generally accepted accounting principles. The operating statements submitted by Vendor may reflect certain internal charges and allocations, which are applied on a consistent basis to Vendor accounts. Vendor shall retain all such records for a period of Seven (7) years. This provision shall survive termination of this Agreement.

## **Staffing Terms**

- The Vendor is obligated to ensure that staff promised under this agreement are actively present and fulfilling their designated roles. JSU agrees to reimburse wages solely for staff who are actively engaged and performing their duties as outlined in the contract. The University shall not be liable for wage reimbursement for any staff member who fails to report for duty, is absent, or does not fulfill their agreed-upon role. The Vendor must promptly notify the University of any staffing changes, including absences or role alterations, with the understanding that failure to do so may lead to withholding or adjustment of wage reimbursement.

## **Payment Terms**

- The Vendor shall send invoices to JSU on the 15<sup>th</sup> day and final day of each month for meal plan usage within residential dining facilities. All amounts due to the Vendor shall be paid within thirty (30) days of the invoice date of receipt.
- The Vendor shall send invoices to JSU on the 15<sup>th</sup> day and final day of each month flex dollar usage within the retail dining facilities. All amounts due to the Vendor shall be paid within thirty (30) days of the invoice date of receipt.

## **Right to Offset**

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

## **Authorized Operating Expenses**

- Customary expenses, attributable directly to the operation of the University's food services, shall be paid for by the Vendor as a cost of business to be offset by revenues and reimbursed services. Expenses are considered to be usual food service net operating expenses derived after deducting trade discounts, rebates, etc. Expenses which are authorized are:
  - Cost of food and beverages
  - Salaries and wages
  - Payroll taxes
  - Employee benefits (including worker's compensation insurance)
  - Uniforms
  - Trash removal services
  - Hazardous waste removal
  - Laundry (includes linen replacement)
  - Paper supplies
  - Cleaning supplies
  - Office Supplies (e.g., postage, first aid supplies, etc.)
  - Direct Operating Supplies (e.g., replacement of china, glass, flatware, trays, and miscellaneous kitchen wares)
  - Administrative and General (e.g., telephone, permits/licenses, credit card service fees, and others that apply only to on-site expenses)
  - Transportation costs (previously approved by the University) involved in moving goods, equipment, and supplies between locations on campus)
  - Cost of Sub-Contracted services approved by the University (e.g., service Contracts, bank service)
  - Insurance coverages specified herein
  - Armored car service
  - Miscellaneous pre-approved expenses such as employee recruiting and menu printing
  - Depreciation charges for any equipment purchased by the Vendor (with prior approval from the University) and brought on site
  - Equipment maintenance and service Contracts
  - Marketing expenditures to include reasonable promotional items, event decorations or other expenses necessary to increase customer engagement

## **Unauthorized Items of Expenses**

Expenses which are to be paid by the Vendor and are not to be included on the Offeror's statements or used to offset revenues include but are not limited to:

- The expense of payroll computations and the disbursement of the payroll
- Wages, salaries, employee benefits, and bonuses of home office employees and general administrative, executive, and management officers
- Accounting expenses including costs of producing financial reports
- Home office management costs such as general management overhead, transportation of management personnel, and any other indirect management costs as related to this Contract
- Repairs necessary as the result of the acts or omissions of the Vendor or its employees
- Monies or other property lost or stolen, either on or off University premises
- Express delivery charges of any type, except those with prior approval by the University

- Inventory interest or carrying cost, except those authorized in this Contract
- Excessive overtime pay (limits to be determined)
- Legal expenses
- All taxes, except for payroll and property taxes
- Relocation expenses of any of the Offeror's employees
- Interest charges on any loans incurred by the Offeror, unless specifically authorized by the University
- Modem charges and any extra telephone lines
- Memberships in local or national groups of any type
- Costs for any of the Offeror's employee to attend seminars or conferences of any type
- Anything else not expressly set forth herein
- Travel expenses of all personnel above the Food Service Director
- The Offeror's personal use of the facilities

## 27 APPENDIX H: MEAL PLANS

Proposed Meal Plans				Commuter
Recommended Meal Plans	Gold Unlimited	Silver Unlimited	Bronze Unlimited	Block 100
Semester Rate	TBD	TBD	TBD	\$962
Access	Unlimited	Unlimited	Unlimited	100 Meals
Tiger Bucks (Per Semester)	\$400	\$200	\$150	-
Meal Equivalency	Yes; TBD	Yes; TBD	Yes; TBD	-
Guest Passes	Yes	-	-	-
Parents Eat for Free	Yes	-	-	-

### Faculty/Staff Meal Plans

Recommended Meal Plans	Block 25	Block 50	Block 50 +
Semester Rate	\$275	\$518	\$682
Access	25 Meals	50 Meals	50 Meals
Tiger Bucks	-	-	\$100

## 28 APPENDIX I: HOURS OF OPERAITON

Residential Locations			
Facility	Monday – Friday	Saturday	Sunday
Heritage Dining Hall (Years 1-2)	7:00 a.m. – 12:00 a.m.	7:00 a.m. – 12:00 a.m.	7:00 a.m. – 12:00 a.m.
24/7 Anytime Dining Student Engagement Commons (Years 3-10)	12:00 a.m. – 12:00 a.m.	12:00 a.m. – 12:00 a.m.	12:00 a.m. – 12:00 a.m.

Retail Locations (Years 1-2)			
Facility	Monday – Friday	Saturday	Sunday
Tiger Mart	11:00 a.m. – 5:00 p.m.	Closed	Closed
Pizza Hut Express	11:00 a.m. – 5:00 p.m.	Closed	Closed
34 Payton Place	8:00 a.m. – 5:00 p.m.	Closed	Closed
Bistro 1887	11:00 a.m. – 5:00 p.m.	Closed	Closed

Fiesta Grill	11:00 a.m. – 5:00 p.m.	Closed	Closed
Chick-Fil-A	8:00 a.m. – 3:00 p.m.	12:00 p.m. – 8:00 p.m.	Closed
Starbucks	8:00 a.m. – 5:00 p.m.	8:00 a.m. – 5:00 p.m.	Closed
Burger King	1:00 p.m. – 8:00 p.m.	Closed	Closed

Retail Locations (Years 3-10)			
Facility	Monday – Friday	Saturday	Sunday
Tiger Mart	11:00 a.m. – 10:00 p.m.	Closed	Closed
Chick-Fil-A	8:00 a.m. – 3:00 p.m.	Closed	Closed
Starbucks	8:00 a.m. – 5:00 p.m.	Closed	Closed

Summer Retail Locations (Years 1-2)			
Facility	Monday – Friday	Saturday	Sunday
Tiger Mart	11:00 a.m. – 10:00 p.m.	Closed	Closed
Pizza Hut Express	11:00 a.m. – 5:00 p.m.	Closed	Closed
34 Payton Place	8:00 a.m. – 5:00 p.m.	Closed	Closed
Bistro 1887	11:00 a.m. – 5:00 p.m.	Closed	Closed
Fiesta Grill	11:00 a.m. – 5:00 p.m.	Closed	Closed
	8:00 a.m. – 5:00 p.m.	12:00 p.m. – 8:00 p.m.	Closed



Chick-Fil-A			
Starbucks	8:00 a.m. – 5:00 p.m.	8:00 a.m. – 5:00 p.m.	Closed
Burger King	Monday - Thursday 3:00 p.m. – 11:00 p.m. Friday 1:00 p.m. – 8:00 p.m.	1:00 p.m. – 8:00 p.m.	1:00 p.m. – 8:00 p.m.

Summer Retail Locations (Years 3-10)			
Facility	Monday – Friday	Saturday	Sunday
Tiger Mart	11:00 a.m. – 10:00 p.m.	Closed	Closed
Chick-Fil-A	8:00 a.m. – 5:00 p.m.	12:00p.m. – 8:00 p.m.	Closed
Starbucks	8:00 a.m. – 5:00 p.m.	8:00 a.m. – 5:00 p.m.	Closed

## 29 APPENDIX J: SAMPLE DINING AGREEMENT

### MANAGEMENT AGREEMENT

This Management Agreement ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between JACKSON STATE UNIVERSITY, a Mississippi Institution of Higher Learning ("Client"), and \_\_\_\_\_ ("\_\_\_\_\_"), who agree as follows:

### ARTICLE I PURPOSE OF THIS AGREEMENT

1.1 Purpose of Agreement. This Agreement sets forth the terms and conditions upon which Client retains (NAME OF VENDOR) to manage and operate Food Service for Client's students, faculty, staff, employees, visitors and invited guests.

1.2 Independent Vendor. (NAME OF VENDOR) shall be an independent Vendor and shall retain

control over its employees and agents.

1.3 Confidentiality. The terms and conditions of this Agreement are confidential. Client and (NAME OF VENDOR) represent and warrant to each other that each party shall maintain the confidentiality of the terms and conditions of this Agreement, subject to the Mississippi Public Records Act of 1983 (Miss. Code Ann. § 25-61-1, et seq.) however, such restriction shall not prohibit either party from disclosing the existence of the relationship, Term of the Agreement or the projected sales volume related to the terms of the Agreement.

## DEFINITIONS

2.1 Accounting Period. (NAME OF VENDOR)'s accounting calendar ordinarily contains one five week and two four week Accounting Periods in each quarter of a year.

2.2 Calendar Year. January 1<sup>st</sup> through December 31<sup>st</sup>.

2.3 Charge. A fee established by (NAME OF VENDOR) for goods or services provided by (NAME OF VENDOR).

2.4 Fiscal Year. July 1<sup>st</sup> through June 30<sup>th</sup>.

2.5 Food Service. The preparation, service and sale of food, beverages, goods, merchandise and other items at the Premises. Food Service shall include the following:

- Resident Dining Program
- Retail Sales
- Catering

2.6 Gross Sales. All sales of food, beverages, goods, merchandise and services in the Food Service operation, including sales taxes.

2.7 Net Sales. All sales of food, beverages, goods, merchandise and services in the Food Service operation, excluding sales taxes.

2.8 Premises. Client's Food Service facilities located at 1400 John R. Lynch Street, Jackson, Mississippi 39217.

2.9 Smallwares. Dishware, glassware, flatware, utensils and similar items.

## ARTICLE III TERM AND EXCLUSIVITY

3.1 Term and Termination.

A. The term of the Agreement is ten (10) years ("Initial Term"), commencing on July 1, 2024.

Notwithstanding the foregoing, in the event this Agreement expires, and (NAME OF VENDOR) continues to provide Services, this Agreement shall be deemed to continue on a month-to-month basis in accordance with the existing terms and conditions as of the expiration date.

Client and (NAME OF VENDOR) shall participate in a transition meeting in accordance with Exhibit A attached at least seven (7) days prior to commencement of Services. If the transition meeting is not held by such time, the commencement of the Services shall be postponed accordingly. Additionally, Client and (NAME OF VENDOR) agree to participate in Expectations Sessions throughout the term of this Agreement with a minimum of one (1) per Fiscal Year.

B. If either party breaches a material provision hereof ("Cause"), the non-breaching party shall give the other party notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure to make payment when due or sixty (60) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specific period, the party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

C. Failure of Legislature to appropriate. If Client's performance under this Agreement depends upon the appropriation of funds by the Mississippi Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the Client may provide written notice of such non-appropriation and cancel this Agreement.

### 3.2 Effect of Termination.

A. All outstanding amounts owed (NAME OF VENDOR) shall become due and payable within forty-five (45) days of notification of termination by Client. During any termination period, for services performed during the termination period, (NAME OF VENDOR) will invoice Client weekly. Such payments shall be made no later than forty-five (45) days after receipt of invoice. In the event Client fails to timely make any payment hereunder, (NAME OF VENDOR) immediately may cease to provide Food Service. The parties agree that no invoice shall be considered due or late until the forty-fifth (45<sup>th</sup>) day after receipt in accordance with Miss. Code Ann. § 31-7-305 (3).

B. If this Agreement is terminated, Client shall reimburse (NAME OF VENDOR) for the unamortized portion of (NAME OF VENDOR)'s Investment relating to the Food Services in accordance with the terms.

3.3 Exclusive. Client grants (NAME OF VENDOR) the exclusive right to perform Food Service, excluding Catering, on or from the Premises. Client grants (NAME OF VENDOR) and its affiliates the right to bid on the procurement of furnishings, fixtures and equipment and on the provision of design services related to the Premises on terms to be agreed upon.

## ARTICLE IV

## EMPLOYEES

4.1 Management Employees. (NAME OF VENDOR) shall provide management employees to supervise all Food Service employees.

4.2 Nonmanagement Employees. All nonmanagement Food Service employees shall be (NAME OF VENDOR) employees. (NAME OF VENDOR) shall consider Client's employee policies and practices when establishing policies and practices for (NAME OF VENDOR) employees.

4.3 Student Employee Wages. Student employees on (NAME OF VENDOR)'s payroll shall be compensated at an amount not less than the applicable minimum hourly wage rate. Such wage rate shall not be increased without the mutual agreement of the parties, unless required by applicable law, regulation, ordinance or court order.

4.4 Personnel Obligations. Each party hereto shall be solely responsible for all personnel actions and all claims arising out of injuries occurring on the job regarding employees on its respective payroll. Each party shall withhold all applicable federal, state and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees and workers' compensation costs and shall file all required documents and forms. Each party shall be responsible for any claims, liabilities and expenses related to or arising out of its responsibilities set forth herein.

4.5 Equal Opportunity and Affirmative Action Employer. Neither party shall discriminate because of race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, or veteran status, or any other basis protected by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning Food Service employees. Each party affirms that it is an equal opportunity employer. The staffing, promotion, placement or assignment of managers who work on this account must be done without any preference or limitation based on race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, veteran status, or any other basis protected by applicable law. This obligation applies to the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning (NAME OF VENDOR)'s employees. Under no circumstances will (NAME OF VENDOR) permit a request or suggestion by a client to place a particular manager in an account to override its non-discrimination policy.

In addition, (NAME OF VENDOR) affirms that it is an equal opportunity and affirmative action employer, is legally responsible for all of its employment decisions affecting its own employees, which include thousands of extremely talented and diverse managers, and shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, Executive Order 11246; Rehabilitation Act of 1973; Vietnam Era Veterans Readjustment Assistance Act of 1974; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

4.6 Compliance with Immigration Laws. (NAME OF VENDOR) represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status of verification system for all newly hired employees. The term "employee" as used herein

means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. (NAME OF VENDOR) agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. (NAME OF VENDOR) further represents and warrants that any (NAME OF VENDOR) employee assigned by (NAME OF VENDOR) to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. (NAME OF VENDOR) understands and agrees that any breach of these warranties may subject (NAME OF VENDOR) to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to (NAME OF VENDOR) by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, (NAME OF VENDOR) would also be liable for any additional costs incurred by Client due to cancellation of this Agreement or loss of license or permit.

## ARTICLE V INVENTORIES, PREMISES, EQUIPMENT AND MAINTENANCE

5.1 Premises and Equipment. Client shall furnish at its expense, Premises and equipment including but not limited to kitchen equipment, suitably furnished office space, including a safe for the temporary holding of funds and fire extinguishing equipment. (NAME OF VENDOR) shall take reasonable and proper care of the facilities and return them to Client at termination of the Agreement.

(NAME OF VENDOR) and Client shall inventory Client's Food Service equipment. Upon termination of this Agreement, (NAME OF VENDOR) shall surrender such inventory of equipment to Client.

5.2 Condition of Premises and Equipment. The Premises and equipment provided by Client for use in the Food Service operation shall be in good condition and maintained by Client to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations). Client further agrees that any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of Client and shall be at the Client's expense. This provision shall survive the termination of this Agreement.

5.3 Sanitation and Janitorial Service. The responsibilities of the parties with respect to the usual and customary cleaning and sanitation of the Premises shall be as follows:

A. (NAME OF VENDOR)'s Responsibilities. (NAME OF VENDOR) shall be responsible for housekeeping and sanitation in food preparation, storage and serving areas. (NAME OF VENDOR) shall clean tops of tables and chairs in the dining area, and transport refuse to designated refuse collection areas.

B. Client's Responsibilities. Client shall be responsible for housekeeping and sanitation in customer traffic areas including dining area and the cleaning of dining area floors and/or carpets and all windows, walls, ceilings, ceiling fixtures, drapes, fixtures, air ducts and hood vent systems (per local ordinance). Client shall provide and maintain adequate fire extinguishing equipment for the Premises, pest control and shall be responsible for removal of refuse from refuse collection areas. Client shall be responsible for any costs involved in setting up and cleaning the Premises for functions not managed by (NAME OF VENDOR).

5.4 Maintenance. Client shall, at Client's expense, provide maintenance personnel and outside maintenance services, parts and supplies required to properly maintain the Premises and Client-owned equipment.

5.5 Inventories of Food, Beverages and Supplies. (NAME OF VENDOR) shall purchase and own inventories of food, beverages, goods, merchandise and supplies. Upon termination or expiration of this Agreement, Client shall purchase or cause successor Vendor to purchase existing inventory at (NAME OF VENDOR)'s then current invoiced amount.

5.6 Inventory of China and Smallwares. Client and (NAME OF VENDOR) jointly shall inventory all china, if any, and Smallwares owned by Client and shall agree as to required inventory levels. Any inventories below agreed upon levels shall be brought up to such levels at Client's expense. If at any time (NAME OF VENDOR) is to provide additional Services not provided for herein, Client shall be responsible to increase, at its own expense, the inventories required for the additional service(s). (NAME OF VENDOR) shall maintain the required inventory levels and charge the expense of replacements as an operating expense.

5.7 Vehicle. (NAME OF VENDOR) shall provide a vehicle for use in the Food Service operation. (NAME OF VENDOR) shall be responsible for the vehicle's gas, oil, maintenance, repair, and automobile liability insurance.

5.8 Telephone Expenses. Client shall be responsible for telephone installation costs and broadband internet access. (NAME OF VENDOR) shall pay its local and long distance telephone billings.

5.9 Meal Program Identification System. Client shall be responsible for all costs related to the electronic meal program identification system, and point of sale equipment/systems, including hardware, software, and on-going supplies.

5.10 Equipment Failure. If electrical or equipment failure causes loss of refrigerated or frozen products, Client shall reimburse (NAME OF VENDOR) for such loss based on invoice cost of the products so long as (NAME OF VENDOR) takes reasonable and proper care to minimize losses. If Client's dishmachine equipment becomes inoperative for reason other than (NAME OF VENDOR)'s negligence, Client shall reimburse (NAME OF VENDOR) for the cost of disposable items used in lieu of reusable items until the dishmachine equipment becomes operative.

5.11 Utilities. Client shall be responsible for the cost of utilities consumed in the Food Service operation. (NAME OF VENDOR) will reimburse Client for a portion of such utilities ("Utility Reimbursement"). For 2024 Calendar Year, the Utility Reimbursement shall be

\_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_). For each Calendar Year thereafter, the Utility Reimbursement shall be increased by three percent (3%) over the previous Calendar Year. The Utility Reimbursement shall be payable in equal installments within ten (10) days after the end of each Accounting Period (prorated for any partial Accounting Period).

ARTICLE VI  
RESIDENT DINING PROGRAM

6.1 Service and Locations. (NAME OF VENDOR) shall provide Food Service for Client's resident dining patrons at the Premises and at such other locations as Client and (NAME OF VENDOR) shall agree.

6.2 Meal Plans. The following meal plans selected by Client shall be available to resident dining patrons:

This Agreement between (NAME OF VENDOR) and Client provides that Client grants (NAME OF VENDOR) the exclusive right to provide Client with meals related to meal plans, debit card points, flex points for Client to resell to its students, faculty and staff at a specified rate per meal or daily rate.

6.3 Resident Dining Rates. The following resident dining rates shall be in effect commencing July 1, 2024:

	2023-2024 Fiscal Year	2024-2025 Fiscal Year
XX	\$ _____	\$ _____
XX	\$ _____	\$ _____
XX	\$ _____	\$ _____
XX	\$ _____	\$ _____
XX	\$ _____	\$ _____
XX	\$ _____	\$ _____
XX	\$ _____	\$ _____

Rates for the above Meal Plans are for each resident dining patron for each academic semester. Rates for the above All Access Meal Plans are based on a maximum of \_\_\_\_\_ (\_\_\_\_\_) days per academic year.

**Meal Plan Refund Policy:** Students withdrawing before the close of a semester must follow Client's policies and complete the required forms. For meal plan participants who withdraw from Jackson State University: (i) meal plan rates shall be prorated based on the date of withdrawal and the total number of resident dining days in such semester; and (ii) unused Tiger Bucks shall be refunded. Notwithstanding the foregoing, there shall be no meal plan adjustments or refunds after the 20<sup>th</sup> day of class.

6.4 Add-on Tiger Bucks. (NAME OF VENDOR) shall sell additional Tiger Bucks ("Add-On Tiger Bucks") to dining patrons and shall retain all proceeds. Unused Add-on Tiger Bucks shall roll over from the Fall semester to the Spring semester. Any Add-on Tiger Bucks remaining at the end of the Spring semester shall be forfeited and shall be for (NAME OF VENDOR)'s account.

6.5 Partial Service Days. Charges for partial service days at the beginning or end of an academic term or vacation period shall be determined in advance by mutual agreement of the parties.

6.6 Guest Meals In Resident Dining Facilities. For guests, prices for meals served in resident dining facilities shall be as follows:

Breakfast:	\$ _____
Lunch:	\$ _____
Dinner:	\$ _____
Steak/Gourmet Dinner:	\$ _____
Brunch:	\$ _____
Sunday Dinner:	\$ _____
Special Event Meal:	\$ _____

Plus applicable taxes, if any.

6.7 Unscheduled Service Charges. For service not included in the resident dining rate such as service on Freshman Days, between semesters, commencement and the summer session, (NAME OF VENDOR) shall provide Food Service at mutually agreed upon rates. Such rates shall be established based upon the prevailing contract rates and shall be agreed upon at the release of each academic calendar.

6.8 Preseason Meals. Preseason meals for athletic teams shall be charged to Client at mutually agreed upon rates.

6.9 Seconds Policy. Unlimited servings of all food and beverage items, with the exception of steak/gourmet night entrees and special event menus, shall be available to resident dining patrons in Heritage Dining Hall under the following conditions:

A. (NAME OF VENDOR) may limit resident dining patrons to one (1) portion of each food item and two (2) beverages the first time through the serving line. Resident dining patrons who do not exit the dining area may return to the serving line or other designated areas for seconds.

B. All food obtained by resident dining patrons from the serving line must be consumed within the dining area.

6.10 Serving Style. Except for variations agreed to by both parties hereto, all resident dining meals shall be served cafeteria-style. (NAME OF VENDOR) encourages occasional variations from this style, provided that planning and implementation of variations are coordinated with (NAME OF VENDOR) in advance.



6.11 Menus and Prices. (NAME OF VENDOR) shall recommend prices to be charged for food and beverages, and shall prepare menus and establish quantities and portions to be served. All menus shall be submitted to, and agreed upon in writing, by Client.

6.12 Special Diets. (NAME OF VENDOR) shall supply any medically required special diets for resident dining patrons when prescribed and approved in writing by a medical doctor and Client. If the cost of a special diet exceeds normal meal cost, the patron shall pay the difference in cost.

## ARTICLE VII RETAIL SALES PROGRAM

7.1 Locations. (NAME OF VENDOR) shall provide retail products at the) and at such other locations as Client and (NAME OF VENDOR) shall agree. The parties have further agreed that (NAME OF VENDOR) shall offer \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ at the Premises.

7.2 Branded Concepts. (NAME OF VENDOR) shall operate the Branded Concepts at Client's Premises under the conditions set forth below. 'Branded Concepts' are defined as food and beverage systems operated by (NAME OF VENDOR) through national and regional third party license agreements or franchise agreements or through (NAME OF VENDOR)'s own in-house trademarked brands.

A. (NAME OF VENDOR) shall control all aspects of the Branded Concepts operations, including menus, recipes, pricing, staffing and hours of operation.

B. Representatives of the licensor of the Branded Concepts shall be allowed access to the Premises during reasonable business hours for quality assurance inspections of the Branded Concepts.

C. (NAME OF VENDOR) shall notify Client twenty (20) days in advance of any termination or expiration of a license or franchise agreement related to a Branded Concept. (NAME OF VENDOR) and Client shall mutually determine what operation, if any, will replace such Branded Concept. In any event, the Branded Concepts operation shall terminate upon termination or expiration of the Agreement.

D. Upon termination or expiration of the Agreement, (NAME OF VENDOR) shall remove related equipment in accordance with the terms of the applicable license agreements.

E. At commencement of the Agreement, (NAME OF VENDOR) is to operate or cause to be operated the following Branded Concepts:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

4. \_\_\_\_\_
5. \_\_\_\_\_

7.3 Retail and Concession Product Prices. Prices charged for retail and/or concession products shall be reasonable as determined by mutual agreement of the parties.

7.4 Catered Functions. Prices for catered functions, including but not limited to Client or third party functions, shall be established by mutual agreement of the parties. Client shall be responsible for collection of amounts due for catered functions. (NAME OF VENDOR) shall prepare and submit invoices to individuals or groups served by (NAME OF VENDOR) at catered functions, which invoices shall provide for payment to Client. (NAME OF VENDOR) shall invoice Client weekly for such functions.

7.5 Commissions.

A. Throughout each Calendar Year, (NAME OF VENDOR) shall pay Client a commission as follows:

Meal Plan Sales (excluding DCB and Tiger Bucks)	_____% of Net Sales*
Cash/Retail/DCB/Tiger Bucks Sales	_____% of Net Sales
Branded Concept Sales	_____% of Net Sales
Catered Functions	_____% of Net Sales
Summer Conference/Program Sales	_____% of Net Sales
Concession Sales	_____% of Net Sales

\*This commission rate is based on a minimum of \_\_\_\_\_ (\_\_\_\_\_) meal plan participants. For every one hundred (100) participants above \_\_\_\_\_ (\_\_\_\_\_) at any time, the commission percentage due Client will increase by one percent (1%) for such time period, up to a maximum commission of \_\_\_\_\_ percent (\_\_\_\_%) of Meal Plan Net Sales.

(NAME OF VENDOR) shall prepare a statement of sales and commissions for each Accounting Period and shall submit such statement with any payment due to Client for such Accounting Period.

B. (NAME OF VENDOR) guarantees that Client will receive a minimum commission each Calendar Year ("Commission Guarantee") as follows:

Calendar Year	Commission Guarantee
2024	\$ _____
2025	\$ _____
2026	\$ _____
2027	\$ _____
2028	\$ _____
2029	\$ _____
2030	\$ _____
2031	\$ _____

2032	\$ _____
2033	\$ _____

Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood by the parties that the above Commission Guarantee amounts are contingent upon there being a minimum of \_\_\_\_\_ (\_\_\_\_\_) meal plan participants ("Mandatory Minimum"). Accordingly, for every Calendar Year that the Mandatory Minimum is not met, the Commission Guarantee for such Calendar Year shall be reduced by one percent (1%) for every one hundred (100) participants below the Mandatory Minimum.

C. At the end of each Calendar Year, the parties shall reconcile commissions paid by (NAME OF VENDOR) pursuant to subsection A above against the Commission Guarantee and any amount due to the Client as a result of such reconciliation shall be paid within twenty (20) days. In the event this Agreement expires or is terminated for any reason prior to the end of a Calendar Year, (NAME OF VENDOR) shall have no obligation to meet the Commission Guarantee for such Calendar Year; however, in such event, (NAME OF VENDOR) shall pay a prorated portion of the Commission Guarantee based upon the actual number of days elapsed for such Calendar Year as of the date of expiration or termination.

7.6 Financial Offsets. (NAME OF VENDOR) shall pay commissions due to Client at the appropriate settlement time; provided, however, that (NAME OF VENDOR) shall first offset any past due amounts owed by Client to (NAME OF VENDOR) including interest charges, excepting any unresolved Client disputed charges as reported to (NAME OF VENDOR).

## ARTICLE VIII FINANCIAL ARRANGEMENTS

8.1 Billing. Prior to the commencement of each academic semester, (NAME OF VENDOR) shall submit invoices to Client for resident dining for the upcoming semester, based upon the number of meal plan participants ("Semester Invoice"). Any meal plans purchased after the Semester Invoice, shall be invoiced to Client as they are purchased by patrons. (NAME OF VENDOR) shall submit all other billings to Client as incurred. Payments shall be due within forty-five (45) days after the invoice date. Client shall pay interest on any amount not paid when due at the lesser of \_\_\_\_\_ percent (\_\_\_\_%) each month or the highest contractual interest rate allowed by applicable state law.

8.2 Retail Sales. (NAME OF VENDOR) shall retain all cash receipts realized from the Retail Sales operations and pay operating expenses. Any profit or loss shall be for (NAME OF VENDOR)'s account.

8.3 Right of Offset. In the event that any obligations to (NAME OF VENDOR) have not been paid by Client forty-five (45) days after the invoice date, (NAME OF VENDOR) shall have the right to offset, from any sums owed by (NAME OF VENDOR) to Client, all or any portion of such outstanding receivables.

8.4 Investment #1. (NAME OF VENDOR) shall provide funds to Client in the amount of \_\_\_\_\_ (\$\_\_\_\_,000,000.00) to

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

8.5 Investment #2. On or about July 1, 2024, (NAME OF VENDOR) shall make funds available to Client in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_,000.00) to be used for the construction and implementation of (a) \_\_\_\_\_, (b) a \_\_\_\_\_ program in the library, (c) a \_\_\_\_\_, and (d) \_\_\_\_\_ ("Investment #2"). (NAME OF VENDOR) shall amortize Investment #2 on a straight-line basis, commencing \_\_\_\_\_ 2024 through \_\_\_\_\_, 2024. Such amount shall include a Charge for the services of (NAME OF VENDOR) Design and Development Department in an amount not to exceed \_\_\_\_\_ percent (\_\_\_\_%) of the total project cost. Such amortization shall be charged as an operating expense of the Food Service operation. Client shall own Investment #2, excluding proprietary equipment and signage utilized in the Branded Concepts operation.

If prior to the complete amortization of Investment #2 any of the following events occur:

- (i) the Agreement expires;
- (ii) the Agreement is terminated;
- (iii) the Agreement is amended and such modification has a substantial and documented adverse economic impact on (NAME OF VENDOR); or
- (iv) (NAME OF VENDOR)'s procurement programs are no longer utilized for the purchase of goods in connection with the Services provided under this Agreement;

then (NAME OF VENDOR) shall invoice Client for the unamortized portion. Client shall reimburse (NAME OF VENDOR), or shall cause its successor Vendor to reimburse (NAME OF VENDOR), the unamortized portion within forty-five (45) days of receipt of said invoice.

8.6 Investment #3. On or about \_\_\_\_\_, 2024, (NAME OF VENDOR) shall make funds available to Client in an amount not to exceed \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_,000.00) to be used for improvements, upgrades, signage, and fees associated with the implementation of certain Branded Concepts at the Premises ("Investment #3"). (NAME OF VENDOR) shall amortize Investment #3 on a straight-line basis over five (5) years, commencing \_\_\_\_\_, 2024. Such amortization shall be charged as an operating expense of the Food Service operation. Client shall own Investment #3, excluding proprietary equipment and signage utilized in the Branded Concepts operation.

If prior to the complete amortization of Investment #3 any of the following events occur:

- (i) the Agreement expires;

- (ii) the Agreement is terminated;
- (iii) the Agreement is amended and such modification has a substantial and documented adverse economic impact on (NAME OF VENDOR); or
- (iv) (NAME OF VENDOR)'s procurement programs are no longer utilized for the purchase of goods in connection with the Services provided under this Agreement;

then (NAME OF VENDOR) shall invoice Client for the unamortized portion. Client shall reimburse (NAME OF VENDOR), or shall cause its successor Vendor to reimburse (NAME OF VENDOR), the unamortized portion within forty-five (45) days of receipt of said invoice.

8.7 Scholarship Contribution. Commencing July 1, 2024, and on each January 1<sup>st</sup> and July 1<sup>st</sup> thereafter that this Agreement remains in effect, (NAME OF VENDOR) shall provide funds to Client to support educational opportunities for Client's students ("Scholarship Contribution") in accordance with the following schedule:

Accrual Period	Contribution Payment Date	Contribution Amount
July 1- December 31, 2024	January 1, 2025	\$____,000
January 1- June 30, 2025	July 1, 2025	\$____,000
July 1- December 31, 2025	January 1, 2026	\$____,000
January 1- June 30, 2026	July 1, 2026	\$____,000
July 1- December 31, 2026	January 1, 2027	\$____,000
January 1- June 30, 2027	July 1, 2027	\$____,000
July 1- December 31, 2027	January 1, 2028	\$____,000
January 1- June 30, 2028	July 1, 2028	\$____,000
July 1- December 31, 2028	January 1, 2029	\$____,000
January 1- June 30, 2029	July 1, 2029	\$____,000
July 1- December 31, 2029	January 1, 2030	\$____,000
January 1- June 30, 2030	July 1, 2030	\$____,000
July 1- December 31, 2030	January 1, 2031	\$____,000
January 1- June 30, 2031	July 1, 2031	\$____,000
July 1- December 31, 2031	January 1, 2032	\$____,000
January 1- June 30, 2032	July 1, 2032	\$____,000
July 1- December 31, 2032	January 1, 2033	\$____,000
January 1- June 30, 2033	July 1, 2033	\$____,000
July 1- December 31, 2033	December 31, 2033	\$____,000
January 1- June 30, 2034	July 1, 2034	\$____,000
July 1- December 31, 2034	December 31, 2034	\$____,000

(NAME OF VENDOR) shall accrue for the Scholarship Contributions as specified above. In the event that this Agreement expires or is terminated for any reason prior to any Contribution Payment Date above, (NAME OF VENDOR) shall have no obligation to provide future Scholarship Contributions under this Section 8.7.

8.8 Presidential Catering Fund. Annually, (NAME OF VENDOR) shall support Client's President's catered events by providing goods and services for such events ("Catering Fund"). For the 2024 Calendar Year, the in-kind retail value of the Catering Fund shall not exceed \_\_\_\_\_ Thousand

Dollars (\$\_\_\_\_,000.00). For each Calendar Year thereafter, the maximum in-kind retail value of the Catering Fund shall be increased by three percent (3%) over the previous Calendar Year. Catering Fund amounts not used in any Calendar Year shall not roll over to the next Calendar Year. Upon expiration or termination of this Agreement, this provision shall be null and void and (NAME OF VENDOR) shall have no future obligations under this Section 8.8.

8.9 Student Services Programming Fund. Annually, (NAME OF VENDOR) shall support Client's student programming by providing goods and services for such events ("Programming Fund"). For 2024 Calendar Year, the in-kind retail value of the Programming Fund shall not exceed \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_,000.00). For each Calendar Year thereafter, the maximum in-kind retail value of the Programming Fund shall be increased by three percent (3%) over the previous Calendar Year. Programming Fund amounts not used in any Calendar Year shall not roll over to the next Calendar Year. Upon expiration or termination of this Agreement, this provision shall be null and void and (NAME OF VENDOR) shall have no future obligations under this Section 8.9.

8.10 Facility Enhancement Fund. (NAME OF VENDOR) shall contribute a total of \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_,000.00) to Client over a ten (10) year period to be used for Food Service facility enhancements as mutually agreed by the parties ("Facility Enhancement Fund"). Commencing July 1, 2024, (NAME OF VENDOR) shall accrue for \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_,000.00) for each Calendar Year that this Agreement remains in effect. Unused amounts, if any, in the Facility Enhancement Fund shall roll from year to year. Upon expiration or termination of this Agreement, (NAME OF VENDOR) shall pay to Client any unused accrued amounts in the Facility Enhancement Fund within thirty (30) days of expiration or termination under this Agreement and (NAME OF VENDOR) shall have no further obligations under this Section 8.10.

8.11 Maintenance and Repair Allocation. (NAME OF VENDOR) has agreed to make funds available for maintenance and repairs as mutually agreed by the parties ("Maintenance and Repair Allocation"). For the 2024 Calendar Year, the Maintenance and Repair Allocation shall not exceed \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_,000.00). For each Calendar Year thereafter, the maximum Maintenance and Repair Allocation shall be increased by three percent (3%) over the previous Calendar Year. Allocated amounts not used in any Calendar Year shall not roll over to the next Calendar Year. Upon expiration or termination of this Agreement, (NAME OF VENDOR) shall have no future obligations under this Section 8.11.

8.12 Marketing and Promotions Allocation. (NAME OF VENDOR) has agreed to make funds available for marketing and promotions as mutually agreed by the parties ("Marketing and Promotions Allocation"). For the 2024 Calendar Year, the Marketing and Promotions Allocation shall not exceed \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_,000.00). For each Calendar Year thereafter, the maximum Marketing and Promotions Allocation shall be increased by three percent (3%) over the previous Calendar Year. Allocated amounts not used in any Calendar Year shall not roll over to the next Calendar Year. Upon expiration or termination of this Agreement, (NAME OF VENDOR) shall have no future obligations under this Section 8.12.

8.13 Satisfaction Performance Guarantee. Beginning with the Fall, 2024 semester, (NAME OF VENDOR)'s professional partner, \_\_\_\_\_, shall provide customer satisfaction surveys

twice annually. (NAME OF VENDOR) will work with Client to determine an acceptable level of satisfaction. At a minimum, satisfaction scores will be on par with the national averages as provided by \_\_\_\_\_.

## ARTICLE IX FINANCIAL ADJUSTMENTS

9.1 Changes in Policies and Practices. The financial terms set forth in this Agreement and other obligations assumed by (NAME OF VENDOR) hereunder are based on conditions in existence on the date (NAME OF VENDOR) commences operations, including by way of example, Client's student population; labor, food and supply costs; and federal, state and local sales, use and excise tax. In addition, (NAME OF VENDOR) has relied on representations regarding existing and future conditions made by Client in connection with the negotiation and execution of this Agreement. In the event of a change in the conditions or the inaccuracy or breach of, or the failure to fulfill, any representation by Client, the financial terms and other obligations assumed by (NAME OF VENDOR) shall be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach and shall be memorialized by written amendment to this Agreement.

9.2 Inflation Adjustments. Commencing July 1, 2025, there shall be an annual adjustment to financial terms to reflect, at a minimum, the greater of (i) increases in the U.S. Department of Labor Producer Price Index for Finished Consumer Foods ("PPI") or (ii) four percent (4%).

9.3 Financial Assumptions. The financial terms of the Agreement are based upon the following assumptions:

Resident Dining Population not less than \_\_\_\_\_  
Operating days are: \_\_\_\_\_ per academic year

In the event of a change in assumptions, the financial terms shall be subject to adjustment.

## ARTICLE X GENERAL TERMS AND CONDITIONS

### 10.1 Taxes.

A. (NAME OF VENDOR) and Client shall each bill and collect sales taxes, if applicable, on all meals and services for which each respectively collects revenue from customers. (NAME OF VENDOR) shall bill and collect sales and use taxes, if applicable, on purchases billed to Client. Client shall be responsible for remittance of any taxes collected by (NAME OF VENDOR) and given to Client.

B. (NAME OF VENDOR) shall be responsible for its city, state or federal income taxes including any tax burdens or benefits arising from its operations hereunder. This provision shall survive termination of the Agreement.

10.2 Compliance with Law. (NAME OF VENDOR) shall comply with all applicable laws, ordinances, rules and regulations relating to Food Service sanitation, safety and health, and shall maintain all

necessary licenses and permits. Client shall cooperate with (NAME OF VENDOR) to accomplish the foregoing.

(NAME OF VENDOR) shall process credit/debit card transactions on the Premises using (NAME OF VENDOR) provided technology systems and broadband internet connectivity. This connectivity is to be provisioned by (NAME OF VENDOR) and this connectivity will exist independent of the Client's existing network infrastructure. Client will grant (NAME OF VENDOR) and its Vendor s access to all necessary points of demarcation for the provisioning of broadband internet connectivity and provide (NAME OF VENDOR) with physical cabling structure necessary to extend broadband internet connectivity to the credit/debit cardholder data environment and associated hardware. Should Client be unable or unwilling to provide such cabling, (NAME OF VENDOR) will install necessary cabling components using a (NAME OF VENDOR) contracted vendor and will grant (NAME OF VENDOR) and its Vendor access to all necessary demarcation points and data closets in order to complete installation. (NAME OF VENDOR) will provide network security and management, and all associated hardware, for the credit/debit cardholder environment at the Premises through (NAME OF VENDOR)'s third-party provider. (NAME OF VENDOR) represents and warrants that it will adhere to and maintain its network and data security practices at the Premises in compliance with PCI DSS ([Payment Card Industry Data Security Standard](http://www.pcisecuritystandards.org) (<http://www.pcisecuritystandards.org>)).

10.3 Insurance. The parties shall maintain insurance as follows:

A. Workers' Compensation Insurance. (NAME OF VENDOR) shall maintain workers' compensation coverage as required by state law and Employers' Liability in the amount of One Million Dollars (\$1,000,000.00) each accident covering all of its employees employed in connection with the Food Service operations.

B. Comprehensive or Commercial Insurance. (NAME OF VENDOR) shall maintain during the term of the Agreement, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than Five Million Dollars (\$5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability, covering only the operations and activities of (NAME OF VENDOR) under the Agreement and, upon request, shall provide Client with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without thirty (30) days' prior written notice of cancellation. (NAME OF VENDOR) shall provide a Certificate of Coverage mailed to the Client, Attn: Vice President of Business and Finance, P. O. Box 17024, Jackson, MS 39217 and the Board of Trustees of State Institutions of Higher Learning, Office of Risk Management, 3825 Ridgewood Road, Suite 429, Jackson, MS 39211, at least ten working days prior to start of services. The Certificate of Coverage should, at a minimum, contain the name of the carrier, effective and expiration dates of coverage, a description of the coverage line, amount of coverage by coverage, the name of the insurance company, and the name and mailing address of the insurance agent. The Certificate of Coverage shall include the Board of Trustees of State Institutions of Higher Learning and Client as an additional insured with respect to commercial general liability for losses arising out of (NAME OF VENDOR)'s negligent acts in performing services under this Agreement.



10.4 Non-(NAME OF VENDOR) Approved Vendors. Client understands that (NAME OF VENDOR) has entered into agreements with many vendors and suppliers of products which (i) give (NAME OF VENDOR) the right to inspect such vendors' and suppliers' plants and/or storage facilities and (ii) require such vendors and suppliers to adhere to standards to ensure the quality of the products purchased by (NAME OF VENDOR) for or on behalf of Client. Client shall not require (NAME OF VENDOR) to use products from non-(NAME OF VENDOR) approved vendors.

10.5 Trade Secrets and Proprietary Information. During the term of the Agreement, (NAME OF VENDOR) may grant to Client a nonexclusive right to access certain proprietary materials of (NAME OF VENDOR), including menus, signage, Food Service survey forms, software (both owned by and licensed to (NAME OF VENDOR)), and similar items regularly used in (NAME OF VENDOR)'s business operations ("Proprietary Materials"). In addition, Client may have access to certain non-public information of (NAME OF VENDOR), including, but not limited to, recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, surveys and studies, and similar compilations regularly used in (NAME OF VENDOR)'s business operations ("Trade Secrets"). Trade Secrets shall not include (i) any information which at the time of disclosure or discovery or thereafter is generally available to and known by the public or the relevant industry (other than as a result of a disclosure directly or indirectly by Client), or (ii) any information which was available to Client on a non-confidential basis from a source other than (NAME OF VENDOR), provided that such source was not bound by an agreement prohibiting the transmission of such information, or (iii) any information independently developed or previously known without reference to any information provided by (NAME OF VENDOR).

Except as required by the Mississippi Public Records Act of 1983 (Miss. Code Ann. § 25-61-1, et seq.), Client shall not disseminate any Proprietary Materials or disclose any of (NAME OF VENDOR)'s Trade Secrets, directly or indirectly, during or after the term of the Agreement. Client shall not photocopy or otherwise duplicate any such material without the prior written consent of (NAME OF VENDOR). All Proprietary Materials and Trade Secrets shall remain the exclusive property of (NAME OF VENDOR) and shall be returned to (NAME OF VENDOR) immediately upon termination of the Agreement. Without limiting the foregoing, Client specifically agrees that all software associated with the operation of the Food Service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to (NAME OF VENDOR) and not Client. Furthermore, Client's access or use of such software shall not create any right, title interest, or copyright in such software, and Client shall not retain such software beyond the termination of the Agreement. Any signage, servicemark or trademark proprietary to (NAME OF VENDOR) shall remain the exclusive property of (NAME OF VENDOR) and shall be returned to (NAME OF VENDOR) immediately upon termination of this Agreement. In the event of any breach of this provision, (NAME OF VENDOR) may seek appropriate legal remedies. However, Client cannot specifically agree that (NAME OF VENDOR) shall be entitled to relief. This provision shall survive termination of the Agreement.

10.6 Assignment. This Agreement may not be assigned by either party without the written consent of the other, except (NAME OF VENDOR) may, without prior approval and without being released from any of its responsibilities hereunder, assign this Agreement to any affiliate or wholly-owned subsidiary of (NAME OF VENDOR).

10.7 Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and served personally, delivered by courier or a nationally recognized overnight delivery service, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other Party as follows:

To Client: Jackson State University

Attention: Vice President for Business & Finance  
1400 John R. Lynch Street  
Jackson, Mississippi 39217

To (NAME OF VENDOR): \_\_\_\_\_

Attention: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

and:

Attention: \_\_\_\_\_,

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

\_\_\_\_\_

\_\_\_\_\_

and/or to such other persons or places as either of the Parties may hereafter designate in writing. With respect to any written notice or communication transmitted by Client to NAME OF VENDOR'S \_\_\_\_\_ Department in accordance with this Section 10.7, Client may, as an additional notification, use the email address set forth herein. Email notification shall not be used as an alternative to written notice served personally, delivered by courier or a nationally recognized overnight delivery service, or sent by United States certified mail, postage prepaid with return receipt requested. All such notices shall be effective when received or refused, except in the case of overnight delivery by a nationally recognized delivery service in which case notice shall be effective the day after deposit with the delivery service.

Any request issued by NAME OF VENDOR to change the NAME OF VENDOR U.S. mailing address for check payments or to change the NAME OF VENDOR'S bank account for U.S. electronic wire or ACH payments will only be communicated in writing by a NAME OF VENDOR'S Authorized Officer (Treasurer or Assistant Treasurer). If during the Term of this Agreement, Client receives such a request, prior to taking any action Client shall verify the validity of such request by contacting the NAME OF VENDOR'S Accounts Receivable Department directly via one of the methods below.

Email: \_\_\_\_\_

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

Fax: \_\_\_\_\_

Website: \_\_\_\_\_

10.8 Catastrophe. Neither (NAME OF VENDOR) nor Client shall be liable for failure to perform its respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Food Service operation, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

10.9 Construction and Effect. A waiver of any failure to perform under this Agreement shall neither be construed as nor constitute a waiver of any subsequent failure. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation. Any exhibits referred to herein are made a part of this Agreement by reference, provided that in the event of a conflict between the terms of such exhibit or any other document incorporated herein, and the terms of this Agreement, the terms of the Agreement shall govern.

10.10 Amendments to Agreement. All provisions of this Agreement hereto shall remain in effect throughout the term thereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. This Agreement may not be changed other than by an agreement in writing signed by the parties hereto. Email correspondence shall not qualify as a written document signed by an authorized signatory.

10.11 Regulations and Access. Client shall provide (NAME OF VENDOR) with reasonable access to, and use of, the Premises to permit (NAME OF VENDOR) to perform its obligations under this Agreement, it being understood by the parties that Client does not grant to (NAME OF VENDOR) the exclusive use of the Premises. Client may make reasonable regulations for the use and occupancy of the Premises and shall give (NAME OF VENDOR) written notice thereof. Client shall have the right upon prior written notice to (NAME OF VENDOR), reasonable under the circumstances, to relocate all or a portion of the Premises or to withdraw a portion of the Premises. Client grants (NAME OF VENDOR) approval to use in performance of its services on the Premises all promotional, informational or marketing activities or materials, including the names, trademarks, logos and symbols of (NAME OF VENDOR) in order to provide the customer the complete (NAME OF VENDOR) Experience.

10.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. Neither party has waived any rights to legal or equitable remedies.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first signed or the first day of the Initial Term, whichever is sooner.

JACKSON STATE UNIVERSITY

By: \_\_\_\_\_  
Marcus L. Thompson, Ph.D.  
President

(NAME OF VENDOR) \_\_\_\_\_

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

## **EXHIBIT “A”**

### **30 TRANSITION MEETING**

#### **Definition:**

Transition Meeting is a meeting that is always held **prior** to opening a new account or starting a new service at an existing account.

#### **Objectives:**

1. To transform individual client(s) expectations into one set of prioritized institutional expectations,
2. To start-up the new service in accordance with the institution's expectations,
3. To provide for a solid foundation upon which to build long lasting and mutually beneficial relationships.
4. To articulate and gain consensus of (NAME OF VENDOR)'s objectives / expectations from the business relationship.

#### **Participants:**

Client: Client liaison(s) and at least one of the following executives: Chief Executive Officer, Chief Operating Officer, Chief Financial Officer.

(NAME OF VENDOR): Sales Director, District Manager responsible for the Agreement and (if identified) the General Manager ultimately responsible for (NAME OF VENDOR)'s performance. Senior Vice Presidents and other company executives should attend on “as needed basis”.

**ADDENDUM TO MANAGEMENT AGREEMENT  
BETWEEN**

---

**AND**

**JACKSON STATE UNIVERSITY**

1. MISSISSIPPI STATE AGENCY PROVISIONS. The parties recognize and agree that Jackson State University (the “University”) is a Mississippi Institution of Higher Learning and that this Agreement is governed and controlled by the laws of the State of Mississippi, including Opinions of the Mississippi Attorney General. Any provision contained in this Agreement and any policy, agreement or term referenced herein, which is contrary to Mississippi law is void and unenforceable.

a. GOVERNING LAW, JURISDICTION, AND VENUE. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Mississippi without reference to its conflict of law principles. If any term is contrary to Mississippi law, the term is modified to comply with Mississippi law. Any action between the parties shall be brought in any Mississippi State or Federal Court and the parties hereby waive any and all objections to a bench trial.

b. Nondiscrimination. The parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration, e-verify, and nondiscrimination.

c. Conflict of Interest. This Agreement is subject to Section 25-4-101 of the Mississippi Code Annotated, as amended. This Agreement may be cancelled if any person significantly involved in the initiating, negotiating, securing, drafting or creating of the Agreement on behalf of the University is an employee, consultant, or agent of any other party to this agreement. Should this Agreement violate a Mississippi Conflict of Interest law, the Agreement may be declared void.

d. Records. The parties shall retain all records directly relating to this Agreement during the Agreement’s term and for a minimum of an additional three (3) years. Further, such records will be available at reasonable times for inspection and audit by University or the State of Mississippi during the term of this agreement and for three (3) years thereafter. A copy of the records shall be provided at Jackson State University in Jackson, Mississippi, upon request.

e. Failure of Legislature to Appropriate. If University’s performance under this agreement depends upon the appropriation of funds by the Mississippi Legislature, and if the Legislature fails to appropriate or reduces the amount of the funds necessary for performance, then the University may provide written notice of such non-appropriation, or reduction and cancel this Agreement without further obligation of the University.

f. E-Verify. The parties represent and warrant that each will ensure its compliance with the Mississippi Employment Protection and will register and participate in the status of verification system for all newly hired employees. This agreement may be terminated for failure to comply with this provision.

2. ENTIRE AGREEMENT. The Management Agreement, together with the above-referenced Mississippi State Agency Terms and Conditions, appendices, addenda and exhibits attached hereto and incorporated herein, is the entire agreement between the parties, superseding all prior proposals, negotiations, representations, and other communications, whether oral and written.

**NAME OF VENDOR**

**Jackson State University, a Mississippi  
Institution of Higher Learning**

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

By: \_\_\_\_\_  
**Marcus L. Thompson, Ph.D.**

Title: \_\_\_\_\_  
Authorized Signatory

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

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

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