

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FINANCE COMMITTEE**

**June 27, 2019**

**Item J.1. Grambling State University's request for approval of a contract with Sodexo Magic, LLC effective July 1, 2019.**

**EXECUTIVE SUMMARY**

Grambling State University is requesting approval to enter into a five- (5) year lease agreement with the option of five (5) one- (1) year extensions for the University's food service operations and facilities with Sodexo Magic, LLC. The dining service programs to be provided by Sodexo Magic include a residential 24/7 dining hall, various retail dining establishments, convenience store(s) and concession areas. New concepts include Chick-fil-A, Firehouse Subs, Pizza Hut, Starbucks, and a Steak & Shake Food Truck. Sodexo Magic will make a financial and/or capital investment commitment of \$51,117,020 over the term of the lease. Sodexo Magic will pay guaranteed minimum commissions on all operations ranging between 15% and 18.5%. Sodexo Magic will invest \$9 million into the Tiger Food Court, McCall Dining Hall, and Library in the first two years.

The new agreement includes the following meal plans:

Tiger 24/7 Day Silver Plan, \$100 Tiger Bucks	\$1,839 semester
Tiger 24/7 Day Gold Plan, \$200 Tiger Bucks	\$1,939 semester
Tiger 24/7 Day Platinum Plan, \$300 Tiger Bucks	\$2,039 semester
Tiger 24/5 Day Plan, \$300 Tiger Bucks	\$1,839 semester
Summer I \$500 and Summer II \$500	

Commuter Plans:

Block 100	\$500 semester
Block 50	\$300 semester
Block 25	\$175 semester
Block 10	\$80 semester
Day Pass	\$19.99

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University's request for approval of a contract with Sodexo Magic, LLC effective July 1, 2019.***



June 7, 2019

**MEMORANDUM TO THE BOARD OF SUPERVISORS OF THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**SUBJECT: REQUEST FOR APPROVAL TO ENTER INTO A LEASE WITH SODEXO  
MAGIC, LLC.**

Grambling State University requests approval to enter into a lease with Sodexo Magic, LLC effective July 1, 2019. A copy of the lease is attached for your review.

Your favorable consideration of this request would be appreciated.

Sincerely,

Richard J. Gallot, Jr., JD  
President

RJG:jc

Attachment



June 6, 2019

Dr. James B. Henderson, President  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, Louisiana 70802

RE: Grambling State University  
Request for Approval to Enter into a Lease with Sodexo Magic, LLC

Dear Dr. Henderson,

Grambling State University (GSU) is proud to announce that Sodexo Magic, LLC is our selection for a new dining service provider.

We are excited about the new program which will provide our students with 24/7 access, unlimited visits and seconds in McCall Anytime Dining/Student Engagement Commons. Students will have five new Branded Concepts, which are Chick-fil-A, Firehouse Subs, Pizza Hut, Starbucks and a Steak & Shake Food Truck. Students will continue to enjoy Taco Bell and Panda Express, which have been on our campus for a many years.

In addition to the new Anytime Dining program, the financial return to GSU and capital investment from Sodexo Magic will exceed \$50 million dollars over the 10-year length of the engagement. Highlights of the financial and capital investments are enclosed in the executive summary. A background summary on the Request for Proposal (RFP) process, a dining program outline, 2019-2020 meal plan rates, the impact on students and the lease is also provided for your review.

GSU is requesting approval to enter into a lease with Sodexo Magic effective July 1, 2019 and your favorable consideration of this request will be greatly appreciated.

Sincerely,

Richard J. Gallot, Jr.  
President

cc: Mr. Martin Lemelle, COO/Interim VP for Finance  
Dr. Edwin Litolff, ULS Vice President for Business and Finance

# **GRAMBLING STATE UNIVERSITY FOOD SERVICE**

## **Background Summary**

### **June 06, 2019**

In December of 2018, GSU decided to enter the Request for Proposal (RFP) process for a new dining service provider. In January 2019, Porter Khouw Consulting, Inc. (PKC), a North America premier foodservice management consulting and design firm was engaged to facilitate the process. PKC is a leader in creating innovative next-generation Anytime Dining programs for colleges and universities.

PKC started with a site review, to learn about what makes GSU's campus unique, including the geographical layout of the campus, the rhythms of the campus community, traffic patterns and flow, popular gathering spaces and their relationship to the campus dining venues and academic core. In addition, PKC met with campus administration and students to gather feedback regarding the strengths and weaknesses of the current dining program. While on site, PKC toured all campus dining venues, assessed facilities, observed customer service and other operational factors.

PKC used the data gathered from the focus groups and interviews to develop a web-based survey. The survey was distributed to the entire campus community, which allowed PKC to assess customers' perceptions about the current dining options on campus as well as future venues, services and program enhancements. The survey had an over whelming response of more than 500 participants. Ninety three percent of the participants were students.

The qualitative market survey information was used to provide GSU with recommendations for an optimum campus-dining program. PKC prepared specific recommendations for all current and proposed campus dining venues, meal plans, preliminary designs and other services based upon the results. The proposed survey results and new programs were presented to students and administration.

On March 11, 2019, Grambling State University released a Request for Proposal (RFP) for Operation of Dining Services. The RFP due date was April 18, 2019. The Dining Service Committee reviewed the proposals submitted in response to the RFP. There were five respondents Aladdin, Aramark, Perkins, Sodexo Magic and Thompson.

GSU's Dining Services Committee along with five student leaders reviewed the five vendor proposals. After reviewing the proposals, committee members evaluated each proposal based on the RFP scoring outline. Committee members and students participated in five vendor presentations on their proposed program and financial package. After the presentations, participants had the opportunity to ask questions while Senior Administrators interviewed the proposed Chef, Catering and Food Service Directors for each vendor.

GSU requested best and final offers and the committee completed a final review. The committee's review resulted in a final recommendation to the President to engage SODEXO MAGIC as the University's next food service provider. Contract award and negotiations started May 20, 2019, in an effort to submit a final contract for approval to the University of Louisiana System Board in June 2019.

Dining Service Committee Members:

Administrators

Quaneshia Armstrong, Lecturer 1, Accounting, Economics, & Information Systems  
Casey Byrd, Management & Research Analyst  
Frederick Carr, Director of Facilities  
Rudolph Ellis, Dean of Students  
Sheilah Faucette, Associate Vice President for Finance & Administration  
Jovan Hackley, Associate Vice President of Strategic Initiatives & Marketing  
Peggy Hanley, AVP of Information Technology  
Craig Jones, Director of Network Services  
Martin Lemelle, COO/Interim Vice President for Finance & Administration  
Taryne Standifer, Business Services Manager  
Gourjoine Wade, Associate Vice President for Student Affairs & Dean of Students

Students

Arshauna Candler, Incoming President for FSUB  
Jessica Clinton, Secretary/Treasurer Elect  
Ashley Dabney, Sophomore Class President  
Rickenzie Johnikins, Miss Grambling Elect  
Ja'Vante White, Vice President Elect

President

Richard Gallot, Jr. - President

Support

Alvin Bradley, Director of Purchasing  
Tanisha Cousby, Director of Campus Living & Housing  
Halana Miles, Purchasing Officer

Porter Khouw Consulting, Inc.

David Porter, PKC Consultant  
Shaun Rostad, PKC Consultant

# GRAMBLING STATE UNIVERSITY FOOD SERVICE

## Dining Program Outline

June 06, 2019

### McCall Anytime Dining/Student Engagement Commons Program

The program will provide unlimited access to the Anytime Dining venue and it will feature unlimited seconds. This program will help GSU meet the goal of keeping students engaged in socially-rich interactions with each other within a healthy & safe environment. The intent is to be all about the *experience*, not just a place to eat.

- Services and Concepts –All-you-care-to-eat service throughout the day and evening seven days a week (24/7).
- Special Features - To be implemented in McCall Anytime Dining:
  - Free Printing and Scanning
  - Group Study Lounges with Whiteboards/Glass Boards for Project Work
  - Tweet/Text n’ Tell
  - High Speed Wi-Fi
  - Comfortable Lounge Seating
  - Game Area with the Latest Gaming Stations and Game Tables
  - Flat Panel TV’s
  - Indoor Stage Area for Student Programming
  - Power Outlets Including USB Power Outlets
  - Special Programming
  - Basketball Shooting Arcade-Style Games
  - RockBot Music Platform Interactive Station

### New Service Hours

Academic Year Dining Services Meal Hours				
Facility	Monday – Thursday	Friday	Saturday	Sunday
<b>McCall Anytime Dining/Student Engagement Commons</b>	24/7 (Limited “Continental” service from 2:00 a.m. – 6:00 a.m.)	24/7 (Limited “Continental” service from 2:00 a.m. – 6:00 a.m.)	24/7 (Limited “Continental” service from 2:00 a.m. – 6:00 a.m.)	24/7 (Limited “Continental” service from 2:00 a.m. – 6:00 a.m.)
<b>Tiger Express</b>	10:00 a.m. – 10:00 p.m. Summer Hours: 10:00 a.m. – 2:00 p.m.	10:00 a.m. – 10:00 p.m. Summer Hours: 10:00 a.m. – 2:00 p.m.	Closed	Closed
<b>Tiger Express Grab ‘n Go</b>	7:00 a.m. – 9:00 p.m.	7:00 a.m. – 9:00 p.m.	3:00 p.m. – 9:00 p.m.	3:00 p.m. – 9:00 p.m.
<b>Jacob T. Stewart C-Store</b>	7:00 a.m. – 9:00 p.m.	7:00 a.m. – 9:00 p.m.	Closed	Closed
<b>Starbucks</b>	8:00 a.m. to Midnight	8:00 a.m. to Midnight	8:00 a.m. to Midnight	8:00 a.m. to Midnight
<b>Food Truck</b>	11:00 a.m. – 2:00 p.m.	11:00 a.m. – 2:00 p.m.	Closed	Closed

#### New Brands Offered

Chick-fil-A                  Pizza Hut  
 Firehouse Subs              Starbucks  
 Steak & Shake Food Truck

#### Continuing Brands

Taco Bell  
 Panda Express

# GRAMBLING STATE UNIVERSITY FOOD SERVICE

## Meal Plan Rates

June 06, 2019

2019-2020 McCall Anytime Dining/Student Engagement Commons Meal Plan Rates and descriptions are below:

### Fall and Spring Meal Plan Rates:

Cost: \$1,839/semester

*Tiger 24/7 Day Silver Plan:* Unlimited access to McCall Anytime Dining/Student Engagement Commons during all operating hours plus two guest passes and \$100 in Tiger Bucks per semester.

Cost: \$1,939/semester

*Tiger 24/7 Day Gold Plan:* Unlimited access to McCall Anytime Dining/Student Engagement Commons during all operating hours plus four guest passes and \$200 in Tiger Bucks per semester.

Cost: \$2,039/semester

*Tiger 24/7 Day Platinum Plan:* Unlimited access to McCall Anytime Dining/Student Engagement Commons during all operating hours plus six guest passes and \$300 in Tiger Bucks per semester.

Cost: \$1,839/semester

*Tiger 24/5 Day Plan (for commuter students and students living in a residence not required to purchase a meal plan):* Unlimited access to McCall Anytime Dining/Student Engagement Commons during all operating hours, Monday – Friday, plus three guest passes and \$300 in Tiger Bucks per semester.

### Summer Meal Plan Rates:

Summer I Cost: \$500/session    Summer II Cost: \$500/session

### Commuter Students, Faculty and Staff Meal Plans:

Cost: \$500/semester

Block 100: 100 meals per semester Monday-Friday at a cost of \$5.00 per meal.

Cost: \$300/semester

Block 50: 50 meals per semester Monday-Friday at a cost of \$6.00 per meal.

Cost: \$175/semester

Block 25: 25 meals per semester Monday-Friday at a cost of \$7.00 per meal.

Cost: \$80/semester

Block 10: 10 meals per semester Monday-Friday at a cost of \$8.00 per meal.

### Day Passes:

Cost: \$19.99/per day

Day passes vary from traditional guest passes in that they will allow non-meal plan holders unlimited access over a 24 hour period to the McCall Anytime Dining/Student Engagement Commons.

### Cash Door Rates:

Door Rates:

Breakfast (6 a.m. – 11 a.m.):	\$5.95
Lunch (11 a.m. – 5 p.m.):	\$8.95
Dinner (5 p.m. – 2 a.m.):	\$10.95
Overnight (2 a.m. – 6 a.m.):	\$8.95

- Changes in meal plans rates, door rates and other meal rates shall be mutually agreed upon and shall not increase beyond the percentage increase in the Regional Food-Away-From-Home Consumer Price Index (CPI).

## **Impact on Students**

Students will have unlimited seconds and 24/7 access to the McCall Anytime Dining/Student Engagement Commons Program, five new branded concepts and two continuing branded concepts. Fall and Spring meal rates are consistent with the previous 2018-2019 academic year, unless the an upgrade option is selected. Students will see an improvement in the dining facilities and services which will allow socially-rich interactions in a healthy and safe environment.





# LEASE

The Board of Supervisors of the University of Louisiana System

on behalf of

Grambling State University

To

Sodexo Magic, LLC

# Article 1

## 1.0 Introduction

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Be it known, that on this \_\_\_ day of June, 2019, WHEREAS this Lease (the "Lease") is made and entered into by and between The Board of Supervisors of The University of Louisiana System ("ULS" or the "Board") on behalf of Grambling State University (hereinafter referred to as the "University" or "LESSOR"), and SODEXOMAGIC, LLC (hereinafter referred to as "Contractor" or "LESSEE"); provides as follows:

**Type of Service:** Dining Services

**Whereas** Grambling State University wished to obtain Food Services for its students, faculty and staff as well as visitors on the campus of Grambling State University and did issue a Request for Proposal (RFP) seeking proposals to provide same pursuant to the authority vested in the Board of Supervisors with and on behalf of Grambling State University under LA R. S. 17:3361 et seq.; and

**Whereas** Grambling State University received and reviewed proposals from prospective service providers and did identify and determine that Sodexo provided the most beneficial proposal for the university; and

**Whereas**, pursuant to the authority vested in the Board with and on behalf of Grambling State University under La. R.S. 17:3361 et seq., Grambling State University wishes to execute a contract with Contractor, which includes a lease of food service spaces as defined in Article 2, for the provision of such food services and other related matters identified herein and for the considerations outlined herein; and

**Whereas** the term of the lease and the provision of services identified in this contract are in compliance with the Statutory requirements for proceeding and in accord with the RFP issued in this matter;

### **Contract Period**

Contract Begin Date: July 1, 2019

Contract End Date: June 30, 2029

### **Payment Approval: *(Title of Personnel only)***

Payment will be made upon approval of Vice President, Associate Vice President of Finance, or Business Services Manager.

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree to the details of the contract, as described on the following pages:

## 1.1 Definitions

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Whenever used in the Contract Documents (defined below), or in related documents, the terms or pronouns used in place of them shall be defined as follows:

- 1.1.1 **Anytime/Residential Dining:** This describes a venue where a customer is offered unlimited access and continuous all-you-care-to-eat service at this venue.
- 1.1.2 **Accounting Period.** A period of a calendar month, twelve (12) of which shall constitute an accounting year.

- 1.1.3 **Branded Concepts.** Food and beverage systems operated by Sodexo through national and regional third party license agreements or franchise agreements, subcontracts or through Sodexo's own in-house trademarked brands.
- 1.1.4 **Catering:** Food and beverage service for meetings, conferences, dinners, parties and other functions requested by University or a third party.
- 1.1.5 **Change Order:** A written order initialed by the Contract Administrator directing the Contractor to perform changes, additions, or deletions in the work for a specific period designated by the Contract Administrator.
- 1.1.6 **Charge.** A fee established by Sodexo for goods or services provided by Sodexo.
- 1.1.7 **Contract:** This written agreement between the University and the Contractor for the performance of the work in accordance with the requirements within it and its attachments and amendments.
- 1.1.8 **Contract Administrator:** The person authorized by the University or his or her designee to administer the Contract and coordinate the activities of the Contractor on the campus.
- 1.1.9 **Contract Documents:** This Lease; the RFP document (Attachment 1); the Contractor's proposal response; (Attachment 2) and all addenda and supplemental agreements.
- 1.1.10 **Food Service Director (FSD):** The person authorized by the Contractor to act fully on behalf of the Contractor in managing University's campus dining services.
- 1.1.11 **Contract Year:** University's Fiscal Year (July 1<sup>st</sup> to June 30<sup>th</sup>).
- 1.1.12 **Cost per Student per Day:** The charge that the Contractor will invoice the University per student per day per by meal plan.
- 1.1.13 **Departmental Charges:** Various University departments that may arrange for catered functions may be billed by the Contractor. Such billings are referred to as departmental charges.
- 1.1.14 **Expendable Equipment:** Any expendable item used in the preparation and service of meals such as pots, pans, and cooking and serving utensils used in the Food/Dining Service.
- 1.1.15 **Food/Dining Service:** The management of food service operations for Grambling State University.
- 1.1.16 **Gross Sales:** All sales of food, beverages, goods, merchandise and services in the Food Service, including sales taxes.
- 1.1.17 **Invoiced Amount:** The invoiced amounts to Sodexo for goods and services, including food, beverages, merchandise, cleaning products, equipment, supplies, and other contracted services, plus a Charge for procurement services equal to .9% of such invoiced amounts. Many of Sodexo's manufacturers, suppliers and distributors provide rebates, allowances, and other payments to Sodexo based on Sodexo's purchasing commitments, aggregate growth incentives and other factors. Prompt payment discounts and all rebates, allowances and other payments obtained from manufacturers, suppliers and distributors, shall be retained by Sodexo.
- 1.1.18 **Lease:** Shall have the same meaning as Contract referenced in Section 1.1.7 above.
- 1.1.19 **Menu:** List of all food and beverage items offered in the various food service facilities.
- 1.1.20 **Net Sales:** All sales of food, beverages, goods, merchandise and services in the Food/Dining Service, less sales taxes.

- 1.1.21 **Premises:** Grambling State University, located at 403 Main St, Grambling, LA 71245, foodservice facilities as outlined in Article 2.0.
- 1.1.22 **Retail Dining:** Customers pay separately for each menu item that is priced as such (A La Carte).
- 1.1.23 **RFP:** The Request for Proposal document issued by the University and its components.
- 1.1.24 **Servery:** Area of food services that offer foods and beverages for self-service or are served by food service employees to customers who place these items on trays.
- 1.1.25 **Smallwares:** Dishware, glassware, flatware, utensils and similar items used in the Food/Dining Service.
- 1.1.26 **Special Diets:** These may include, but are not limited to, diets addressing certain allergies (gluten, peanut, etc.) as well as diets that are religion based.
- 1.1.27 **Subcontractor:** Any individual, partnership, or corporation who is contractually bound to the Contractor to perform a specific portion of the total work package under this Contract, with prior written approval by the Contract Administrator.
- 1.1.28 **Unit Managers:** Persons authorized by the Food Service Director who shall supervise, coordinate the activities of, and be responsible for, the performance of the Contractor's employees.
- 1.1.29 **Utilities:** Electric, gas, water, sewer, heating, ventilation, and air conditioning, telephone, hazardous waste removal, recycling, rubbish removal, computer/data line charges.
- 1.1.30 **Vegetarian:** Food or beverage that contains no meat products or meat bases but may include dairy products.
- 1.1.31 **Vegan:** Food or beverage that contains no meat products, meat bases or dairy products.

## 2. Article 2 - Scope of Services

### 2.0 Introduction

The Contractor agrees to lease the Premises and to manage and operate campus dining services which are maintained as an integral part of the University's educational activities solely for the use of students, faculty, staff, employees, invited guests, and others designated by the University.

The Food/Dining Service shall include the following during the hours referenced in Table 1:

- ◆ Resident Dining Program
- ◆ Retail Program
- ◆ Catering
- ◆ Camps & Conferences
- ◆ Concessions

Facility	Monday – Thursday	Friday	Saturday	Sunday
McCall Anytime Dining/Student Engagement Commons	24/7 (Limited "Continental" service from 2:00 a.m. – 6:00 a.m.)	24/7 (Limited "Continental" service from 2:00 a.m. – 6:00 a.m.)	24/7 (Limited "Continental" service from 2:00 a.m. – 6:00 a.m.)	24/7 (Limited "Continental" service from 2:00 a.m. – 6:00 a.m.)
Tiger Express	10:00 a.m. – 10:00 p.m. Summer Hours: 10:00 a.m. – 2:00 p.m.	10:00 a.m. – 10:00 p.m. Summer Hours: 10:00 a.m. – 2:00 p.m.	Closed	Closed
Tiger Express Grab 'n Go	7:00 a.m. – 9:00 p.m.	7:00 a.m. – 9:00 p.m.	3:00 p.m. – 9:00 p.m.	3:00 p.m. – 9:00 p.m.
Jacob T. Stewart C-Store	7:00 a.m. – 9:00 p.m.	7:00 a.m. – 9:00 p.m.	Closed	Closed
Starbucks	8:00 a.m. to Midnight	8:00 a.m. to Midnight	8:00 a.m. to Midnight	8:00 a.m. to Midnight
Food Truck	11:00 a.m. – 2:00 p.m.	11:00 a.m. – 2:00 p.m.	Closed	Closed

The Contractor shall inform the University of new and potential services that may be beneficial to the University. The University and the Contractor will jointly determine if this new service shall be incorporated into the University's foodservice operations.

The Contractor will be granted exclusive rights to operate the dining facility and catering operations as defined in this Contract, with the exception of bookstore items, vended carbonated and non-carbonated beverages which are NOT part of this agreement. The Contractor shall comply with any future beverage and bookstore agreements that University enters into. University shall provide Contractor with a copy of any such agreements so that Contractor can comply.

Kitchens and serveries of the University will not be used for catered events by outside parties. New facilities may or may not be added at the discretion of the University.

The Contractor shall provide quality services as outlined in the Contract Documents, in accordance with the University's quality and performance standards, at locations mutually agreed to by both parties.

The University reserves the right during non-operating hours to utilize the food service and dining facilities for other purposes. University shall be responsible for any costs involved in setting up and cleaning the Premises for functions not managed by Contractor.

The Contractor may sell alcoholic beverages on the University Premises in accordance with any and all University, Board, or State policies, procedures, rules and regulations. The appropriate liquor permit shall be obtained in the name of Contractor and Contractor shall pay any charges associated with obtaining those permits. Contractor shall deliver to University copies of all liquor permits promptly upon receipt thereof.

If Contractor sells alcoholic beverages on the University (subject to Contractor obtaining all required liquor permits), then Contractor shall maintain liquor liability insurance, including contractual liability coverage, and such coverage may be included in the commercial general liability policy, with limits of not less than \$1,000,000 per occurrence.

## 2.1 Dining Operations

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The following section describes facilities and operations as University requires each to be managed.

2.1.1 The dining program features and requirements - University requires a baseline or minimum of the following features in the residential dining program.

2.1.2 Method of Payment Accepted

- ◆ Unlimited Access Meal Swipe
- ◆ Tiger Bucks
- ◆ Cash
- ◆ Debit and or Credit Cards (Visa, American Express, Discover and MasterCard)
- ◆ Mobile Payment (to be implemented at the discretion and approval of the University)

Compliance with Payment Card Industry Data Security Standard (PCI DSS) is required including annual attestation and reporting. University shall provide, at its expense, a dedicated network segment with available network jacks necessary to support all applicable Services that utilize point-of-sale ("POS") technologies, including but not limited to, POS equipment, kiosks, and unattended self-checkout terminals. University shall provide Contractor with access to all University owned POS systems necessary for Contractor to process consumer transactions. In addition University shall provide Contractor with a suitable environment to include such heat, air conditioning, and utility service as may be reasonably required for the operation of Contractor's POS equipment. Contractor will obtain, store, utilize, process and transmit data processed through University POS Equipment in accordance with all applicable laws and current Payment Card Industry Data Security Standards ("PCI Standards"). The University will implement, where technologically feasible, currently available Point-to-Point Encryption (P2PE) technologies. University agrees to allow Contractor and its internal auditors to access the University's information technology network and technical resources to the extent required to comply with applicable PCI Standards and to validate such compliance in accordance with the guidelines set forth by Contractor's acquiring bank.

2.1.3 Staffing - Close daily interaction between the chef and cooks in each foodservice venue.

- ◆ Dining hall managers on the dining room floor during service hours.
- ◆ Dining room attendants on the floor during all serving hours to bus and wipe tables.
- ◆ Adequate staff assigned to replenish self-service bars and utensils.

2.1.4 Mandatory Onsite Management Positions

The residential and retail dining program will be delivered through the combined efforts of the Contractor's management, line personnel and administrative staff. Contractor is required to prepare a staff organization and management hierarchy that they feel will best support a dynamic and vital dining program. University requires that the Contractor include among its staff, along with other positions it deems necessary the following mandatory onsite full-time positions. These positions have to be scheduled to ensure high levels of service on weekends and late night.

- ◆ Campus Director of Foodservice
- ◆ Retail Operations Director
- ◆ Executive Chef
- ◆ Sous Chef
- ◆ Catering Director
- ◆ Dietitian
- ◆ Student Manager of Student Engagement Initiatives
- ◆ Information Technology Technician (onsite and/or on call 5:00 p.m. to 7:30 a.m.)

The Campus Director of Foodservice will be required to facilitate monthly meetings with students to discuss their concerns. In addition to these monthly meetings, the Campus Director of Foodservice will meet with University faculty, staff and administrators monthly to gather their feedback.

The Contract Administrator will work with the Campus Director of Foodservice to identify, cure and to modify aspects of the program as they become necessary. Contractor must demonstrate their process for accommodating University changes.

The Contractor will be responsible to make the job descriptions and qualifications available to the University for these key positions and is expected to present candidates that meet the minimum stated job qualifications. The Contractor is obligated to review any change in these positions with the University.

- 2.15 The University requires the Contractor to provide meals that are nutritious, well balanced, appetizing, and appealing. This requirement obligates the Contractor to use raw ingredients that are high in quality and nutrient value.
- 2.16 The Contractor will be required to use permanent-ware in McCall Anytime Dining/Student Engagement Commons.
- 2.17 Media Relations/Communications- Contractor will work with University 's Media Relations team to distribute and promote all meal plans, events and signage.
- 2.18 Service And Menu Concept - Entrees which are healthy and wellness oriented are offered at breakfast, lunch, dinner and overnight. Contractor must have a wellness and vegetarian offering at all meals including late night/overnight.

Printed menus with nutrition and ingredient information (including glycemic index and allergy information) shall be prominently displayed at all facilities and available online and/or with a campus dining app or web app widgets that are consistent with University's web and mobile technological architecture.

Concepts will be offered by meal period for the Anytime Dining venues (assume all items are served daily unless noted as rotational).

- ◆ As a daily standard, display cooking or preparation (e.g. carving roast meats, stir fry, pasta station, Caesar salad preparation).
- ◆ Detailed attention paid to quality and condition of all food received, with all unsatisfactory products rejected.
- ◆ Plan minimum time between kitchen production and service to the customer to ensure optimum food quality and appeal.

2.1.9 The University requires the Contractor to provide meals that are nutritious, well balanced, appetizing and appealing. This requirement obligates the Contractor to use raw ingredients that are high in quality and nutrient value that are consistent with a High-Performance diet:

- ◆ Antioxidants: Foods that fight oxidation that may cause cellular damage from “free radicals,” or unstable molecules, in the body.
- ◆ Enhanced immunity: Nutrient-rich foods known to ward off colds, flus, and infections.
- ◆ Sports performance: Healthy carbs, lean proteins, and vitamins that fuel and repair active muscles (i.e. lean turkey, beans).
- ◆ Anti-inflammatory components: Foods rich in omega-3s and other compounds thought to ease inflammation (i.e. coconut oil, salmon, and walnuts).
- ◆ Brain performance: Plants, veggies, and compounds rich in L-tyrosine and believed to sharpen memory and focus (i.e. chicken, fish, turkey, yogurt, milk, and lima beans).
- ◆ Synergy: Combinations of foods and ingredients that interact in ways that may improve health and well-being.

Fryer oil must be changed at a minimum of every three days to prevent unhealthy oxidation and oil degradation.

2.1.10 In compliance with the American with Disabilities Act and other applicable state and federal legislation, the Contractor will establish and maintain a high-quality program, to accommodate students, faculty, staff and guests of the University who have special dietary needs.

2.1.11 One component of the Contractor's program to accommodate individuals with special needs shall be a membership in the Food Allergy Research and Education (FARE) program (<https://www.foodallergy.org/>) and the Contractor shall implement the FARE Pilot Guidelines for Managing Food Allergies in Higher Education (<https://www.foodallergy.org/file/college-pilot-guidelines.pdf>) and in conjunction with the University's Student Accessibility Services Program will develop and implement a process for accommodations modeled closely on the one at Siena College which may be found on pages 42-43 of the Guidelines document just listed.

2.1.12 The dietitian employed by the Contractor will be responsible to develop a plan to accommodate the needs of students, faculty and staff consistent with FARE guidelines and s/he will meet with individually with the individuals receiving accommodations to explain the plan, the responsibilities of the Contractor in meeting the individual's needs and the responsibilities of the individual being accommodated. The dietitian will follow-up with the individual at least monthly to ensure that accommodations are being delivered and working as planned and will adjust the plans as is necessary to meet the needs of the individual. All meetings will be documented appropriately. The dietitian will also facilitate a monthly focus group of students, faculty and staff who receive accommodations to provide a forum for them to provide feedback in the form of suggestions, complaints and/or concerns. All feedback and responses will be documented and Contractor's catering menu includes items to accommodate individuals with special needs. For example, gluten-free, nut-free options should be available at all levels of the catering menu and those planning events and activities where food is served should be encouraged to provide these options when planning events and activities.

2.1.13 The Contractor shall have a step-by-step process in place for accommodating students with special dietary requirements. It shall be made clear who students should contact through posted information (online and in the facilities). Following any meeting that the Contractor has with a student with special dietary needs, the meeting shall be documented and sent to the University for their records, and the Contractor shall follow up with that student within a week of their initial meeting to ensure they are getting the options they need. The Contractor shall follow up with that student monthly during that semester as well.

In addition, it is essential that the Dining Program meets the diverse needs of the University's student population by ensuring that it provide a quality food service for all University students that includes vegetarian and vegan entrees



which are healthy, protein rich, and wellness oriented at all meals, that the food service provider ensure that dietary concerns of residents are addressed and all foods are properly labeled to ensure the safety of our students. Also, as new cultural populations are identified within the residence community it is essential that the food service provider modify their menu to ensure that the needs of these residents are met.

2.1.14 As part of the health and wellness of University students, it is essential that printed menus include ingredients. McCall Anytime Dining/Student Engagement Commons shall have an area that features vegan, low-fat, lactose, gluten-free and other dietary focused entrees. This program must also address special dietary concerns based on religious restrictions.

2.1.15 Another component will be to maintain an allergen-free area in the Dining Center. The area shall be staffed with personnel trained in techniques to prevent cross-contamination and shall be operated to provide high quality options and service for individuals who require special diets because of allergies to any of the eight common food allergies as listed below. The on-site registered dietitian shall continuously work with these students to ensure that their needs are met.

- ◆ Milk
- ◆ Eggs
- ◆ Fish (e.g., bass, flounder, cod)
- ◆ Crustacean shellfish (e.g. crab, lobster, shrimp)
- ◆ Tree nuts (e.g., almonds, walnuts, pecans)
- ◆ Peanuts
- ◆ Wheat
- ◆ Soybeans

## 2.2 Take Out Policy for Academic Year

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2.2.1 Athletics teams, student teachers and other groups that may require bagged lunches will be provided with nutritious lunches when their schedules require them, at no additional cost to the University, beyond normal board plan expense.

2.2.2 Students may take out food in bio-degradable or reusable containers from the Anytime Dining Center.

2.2.3 The Contractor must routinely supply meals, juice and paper goods to students who are ill. A student may have another student pick up a sick tray for them by allowing that student to present both ID's to the cashier (or other process identified by Contract Administrator) and obtain a sick tray slip. The Contractor must also routinely supply meals, juice, and paper goods to students who are required to be off campus for extended periods of time

## 2.3 Marketing

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Emphasis should be put on how the dining program will be marketed. Special attention should be focused towards projecting the goals of University in providing a program that excites the community, energizes the users and offers imagination in service, food variety, wellness options and the overall dining experience. A marketing plan for each venue will be required on an annual basis.

2.3.1 Contractor will provide University with 75 promotions each semester like competitive Hackathon or Chef G Competition to build engagement and promote satisfaction.

2.3.2 Contractor's annual marketing plan will include the following initiatives:

- ◆ A Campus Living Council to solicit insights to ensure that the dining program remains in step with University's diverse student population.
  - ◆ University Dining Culinary Diversity Council: This council will allow direct feedback from students with diverse cultural palates and allow this group to help drive monthly cultural dining events highlighting their cultures and favorite foods.
  - ◆ Student Mystery Shopper using online technology and rewarding feedback with Dining Dollars for a la carte locations.
  - ◆ A focus on authentic cuisine built on the foundation of Contractor's Global Chef program that includes From My Kitchen to You, Exotic Eats in the Street, Cityscapes and more.
  - ◆ Integrated technology and mobile-first dining website for easy access to information and tools.
  - ◆ Use of CBORD's Bite app to clearly communicate all menu offers across campus and its GET app that will allow pre-ordering capabilities at retail locations to expediate service.
  - ◆ Building an internship program in marketing and sustainability to assist students in their professional development.
  - ◆ A dedicated marketing support team.
  - ◆ On-going collaboration with University student groups and organizations to collaborate on events and programs to enhance student life on campus.
- 2.3.3 Each semester, Contractor will provide its University strategic partners with a summary of its marketing plan. The summary will also be shared with student and faculty/staff groups in hopes to find opportunities to collaborate on events.
- 2.3.4 Contractor will facilitate focus groups, surveys and use other tools to gather student input and feedback.
- 2.3.5 McCall will feature new pop-up surveys, conducted on iPads and social media that allows University students to choose special limited-time offers. The survey would allow the student to vote for one of three specials. The winning special would be announced on social media and featured at the station the next day.
- 2.3.6 Website solutions for University:
- ◆ Mobile-first design that recognizes mobile devices
  - ◆ Dining website that reflects the unique brand image of University by incorporating school colors and images of campus, students and local food offers.
  - ◆ Dynamic content
  - ◆ Time sensitive information and promotions
- 2.3.7 Contractor will focus on 12 areas for market impact:
- ◆ Voluntary meal plans
  - ◆ Social media
  - ◆ Website & ecommerce
  - ◆ Food transparency including the company's Mindful health and wellness program which offers hundreds of recipes that include complete meals, entrees, sides, soups and snacks. The company's limited time offers, available in residential and retail, guide customers to healthy food choices with minimal effort. Point-of-sale materials feature food images, a breakdown of all individual ingredients and complete nutritional information.
  - ◆ Promotions
  - ◆ Student development
  - ◆ Internships
  - ◆ Consumer insights
  - ◆ Recruitment & retention

- ◆ Mobile ordering
  - ◆ Sharing Our Story
  - ◆ Community Building
- 2.3.8 Contractor's chefs and registered dietitian will host a variety of activities to interact and educate University students. Registered dietitian visit topics could include Rate Your Plate, Make-Your-Own Trail Mix, performance nutrition presentations. Executive chef presentations may include mindful cooking demos, healthy food prep and allergen-free dining.
- 2.3.9 Retail Marketing Strategies will include:
- ◆ Soft and grand opening events
  - ◆ Daily value \$5 offerings
  - ◆ Study break promotions with Happy Hour, Coffee & Baked Good pairings and Bring a Friend (BOGO) offerings.
  - ◆ Mobile coupons
  - ◆ Limited time offers for Mindful eating offerings
  - ◆ Mobile ordering will be available.
- 2.3.10 Focus should be maintained at all times on the wellness and healthy presentation and preparation of the food. The University requires that the Contractor participate in ongoing wellness activities as they develop within the campus community.
- 2.3.11 Residential Dining facilities should feature pictures of sporting achievements and successful alumnus.

## 2.4 Special Events, Programming and Student Life Support

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- 2.4.1 Contractor will provide a variety of programs/special events including the following:
- ◆ Step Right Up: The Greatest Food on Earth (welcome event)
  - ◆ Are We There Yet? A Gourmet Journey
  - ◆ Holidays & celebrations
  - ◆ Health and wellness events
  - ◆ Sustainable and local food events
  - ◆ Guest Chef program
  - ◆ UCook@GSU Battle of the Student Chefs: This fun event will pair students up with University chefs and let them go head-to-head in an elimination-style tournament that will include judging by guests and University faculty/staff. The winning dishes will be worked into the menus at McCall.
- 2.4.2 Contractor will offer Elite Events (premium nights) as pop-up restaurants designed to provide University students with a premium dining experience at no extra charge.
- 2.4.3 Contractor will offer what it calls its Food Transparency campaign that emphasizes Contractor's culinary values and commitments around culinary passion, technique, fresh ingredients, variety, scratch cooking, local food sourcing, quality and authenticity.

## 2.5 Menu Concept

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It is expected that McCall Anytime Dining/Engagement Commons will become an extension of the residence life program at the University. We want to ensure that special events both social and educational take place within the

dining hall to provide an exceptional experience for our students. The Contractor will be required to work closely with the Student Life Department to coordinate special events and menus themed around the Student Life calendar.

In addition, it is essential that the Dining Program meets the diverse needs of the University's student population by ensuring that it provide a quality food service for all of students that includes vegetarian and vegan entrees which are healthy, protein rich, and wellness oriented at all meals, that the food service provider ensure that dietary concerns of residents are addressed and all foods are properly labeled to ensure the safety of our students. Also, as new cultural populations are identified within the residence community it is essential that the food service provider modify their menu to ensure that the needs of these residents are met.

As part of the health and wellness of University students, it is essential that printed menus including ingredients and nutritional information is prominently displayed at all facilities as well as online. In an ongoing effort to assist students in making healthy choices, the food service provider will develop a marketing program to identify healthy options easily within the dining hall.

- 2.5.1 Contractor is required to pay for a secret shopper program that will be managed and administered by the University.
- 2.5.2 The Contractor will be required to provide limited service for students who remain on-campus during breaks when dining services is not in operation according to a plan approved by the University.
- 2.5.3 Meals will be provided for Athlete/Spirit Groups during camps/breaks/holidays (Band, Choir, All Sports, Orchesis, Cheerleaders, etc.). .
- 2.5.4 Dining will be provided for students during the 14 day registration period. This will allow students to eat while they are working to get cleared/registered for the current term.

## 2.6 McCall Anytime Dining/Student Engagement Commons

Description of Facilities – This will be an Anytime Dining unlimited access venue featuring unlimited seconds. This facility's program will help University meet their goal of keeping students engaged in socially-rich interactions with each other within a healthy & safe environment. It is intended to be all about the *experience*, not just a place to eat and leave and expands on the successful program already established. Ca\$h Street/1901 Bistro will become the Southern Favorites/Soul Food section of the commons over the Summer of 2020. By the Fall 2020 semester this area may be transformed into café style seating and the Southern Favorites/Soul Food section.

Special Features (to be implemented at the discretion of University):

- ◆ Free Printing and Scanning (Contractor will pay for maintenance and supplies)
- ◆ Group Study Lounges with Whiteboards/Glass Boards for Project Work
- ◆ Tweet/Text n' Tell (to be implemented, paid for and run by the Contractor)
- ◆ High Speed Wi-Fi
- ◆ Comfortable Lounge Seating
- ◆ Game Area with the Latest Gaming Stations and Game Tables
- ◆ Flat Panel TV's
- ◆ Indoor Stage Area for Student Programming
- ◆ Power Outlets Including USB Power Outlets
- ◆ Special Programming
- ◆ Basketball Shooting Arcade-Style Games
- ◆ RockBot Music Platform Interactive Station

2.6.1 Services and Concepts –All-you-care-to-eat service throughout the day and evening seven days a week.

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

The Contractor is expected to offer the following menu items at a minimum in each dining hall at each meal period including overnight. This requirement applies to summer camps as well.

Vegetarian and vegan entrees which are healthy, protein rich, and wellness oriented are offered at breakfast, lunch dinner and overnight. Contractor must offer a wellness and vegetarian concept station at all meals including overnight.

Concepts will be offered by meal period for McCall Anytime Dining/Student Engagement Commons (assume all items are served daily unless noted as rotational).

2.6.2 Minimum Menu Profile

2.6.3 Breakfast 6:00 a.m. – 11:00 a.m.

**Comfort/Traditional Foods**

- ◆ Cage-free Eggs - Any Style with a Variety of Vegetables, Cheeses and Meats
- ◆ Breakfast Style Potatoes (i.e., hash browns, hearty fried)
- ◆ Tater Tots
- ◆ Daily Rotation of Two (2) Breakfast Meats (i.e. Ham, Bacon, Turkey Sausage, etc.)
- ◆ Hot Carbs - Oatmeal, Cream of Wheat, Congee
- ◆ Rotation of Waffles, Pancakes, or French Toast, Whole Grain Breads
- ◆ Daily Low Fat, High Fiber, Minimal Added Salt and Sugar, Freshly Prepared/made In House Options (minimum of four(4))
- ◆ Make Your Own Waffles (minimum of three (3) units with an *alternating* variety of fruits for toppings)

**Grill/Fry**

- ◆ Eggs/Sandwiches: Made-to-Order
- ◆ Omelets with a Variety of Vegetables, Cheeses and Meats
- ◆ Sandwiches Available on a Bagel, Biscuit or Muffin or Gluten-free Bread (with whole grain options):
- ◆ Egg, Bacon, and Cheese
- ◆ Egg, Sausage, and Cheese
- ◆ Sausage and Cheese
- ◆ Vegetarian and Vegan Options

**Continental Breakfast**

- ◆ Bagels (four [4] varieties) – One (1) Whole Grain – One (1) Gluten Free
- ◆ Bread (four [4] varieties) – One (1) Whole Grain – One (1) Gluten Free
- ◆ English Muffins – One (1) Whole Grain – One (1) Gluten Free
- ◆ Cereal (Minimum Twelve (12) Varieties) at least four (4) high fiber, low fat, low sugar options
- ◆ In-house Baked Muffins with Whole Grain, High Fiber, Low Fat Options, One (1) Gluten Free
- ◆ Biscuits, Sweet Rolls
- ◆ 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)
- ◆ Peanut Butter, Smooth & Chunky

- ◆ Cheese Spread
- ◆ Nutella (only the name brand)
- ◆ Honey

#### **Self-Serve Properly Ripe Fruit**

- ◆ Daily Seasonal Whole Fruit (Minimum of Three (3) Daily): i.e., Apples, Oranges, Bananas, Pears, Peaches, Plums, Grapefruit, Assorted Berries
- ◆ Daily Seasonal Cut Fruit (Minimum of Three (3) Daily): i.e.: Grapefruit, Cantaloupe, Pineapple, Watermelon, Citrus Sections, Assorted berries
- ◆ Yogurt (two (2) Varieties, Non-fat and Regular)
- ◆ Granola, Nuts, Seeds
- ◆ Dried fruits (Minimum of Four (4) daily) i.e: Cranberries, Raisins, Apricots, Prunes, Pineapple, Apples, Oranges, Kiwis

#### **Starbucks Coffee Self-Serve Station**

- ◆ Starbucks Brand Coffees
- ◆ Tea, Herbal Teas, Hot Chocolate
- ◆ Starbucks Automated Barista Machine:

#### **Beverages**

- ◆ Milk – Whole, 2% Low Fat, Skim, Chocolate, Lactose Free Option (Soy, Almond, Coconut, etc.)
- ◆ Juices (at Minimum Orange, Apple, Cranberry)
- ◆ Iced Tea, Lemonade Juice
- ◆ Fountain Soda (Variety of Eight (8) per Machine, Minimum of two (2) Machines) Including Flavored Waters
- ◆ Flavored Waters (e.g. Cucumber, Mint, Berry, etc.)
- ◆ Espresso Drinks
- ◆ Selection Of Specialty Coffee Offerings

2.6.4 Lunch (Brunch on Saturday and Sunday) 11:00 a.m. – 5:00 p.m./Dinner 5:00 p.m. – 10:00 p.m./Late Night 10:00 p.m. – 2:00 a.m.

LUNCH, DINNER AND LATE NIGHT MUST BE DISTINCTLY DIFFERENT IN APPEARANCE AND VARIETY

#### **Soups**

- ◆ Two (2) Homemade Soups Daily (One (1) Must be Vegetarian)
- ◆ Variety of Cream and Broth Based Soups must be Rotated Between Lunch and Dinner
- ◆ One Homemade Chili or Stew Daily

#### **Exhibition/Carving/Specialty Stations**

- ◆ Rotating Choices of Daily Features (Minimum of Three (3) Required)

#### **Burger Concept Similar to Smashburger+**

- ◆ Cooked-to-Order 1/3 lb. Hamburgers, Cheeseburgers and Vegetarian Burgers Daily. (Burgers will be prepared in a similar style to Smash burgers.)
- ◆ Specialty Burgers (Bacon Blue Cheese, Blackened, BBQ, etc.)

### **Grill/Fry\*+**

- ◆ Chicken Sandwich and Tender/Nugget Option (Variety of Two (2) Daily)
- ◆ Chicken Breast
- ◆ Fish Sandwich or Fillets Available Daily
- ◆ Hot Dog and Selection of Variety Dog Daily (Italian sausage, Kielbasa)
- ◆ Rotating Variety French Fries including Spicy Fries, Curly Fries, Waffle Cuts, and Onion Rings
- ◆ Tater Tots
- ◆ Two (2) Cheese Sauce Varieties Available Daily for Toppings (one (1) plain and one spiced)
- ◆ Choose-your-own Ingredients Stir-fry Station
- ◆ Panini Options
- ◆ Three (3) Varieties of Chicken Wings (Buffalo, Teriyaki, BBQ, etc.). There will be no additional charge for extra wings.
- ◆ Grilled Cheese

### **Salad Bar\***

- ◆ Focus on High Quality and Abundant Variety
- ◆ 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
- ◆ One (1) or More Starch Salads from Varieties of Potato, Rice, Pasta
- ◆ Cheddar, Swiss, Mozzarella, Cottage Cheese, Feta, Bleu Cheese
- ◆ One (1) or More Protein Toppings from Chick Peas, 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, All Daily:
- ◆ Other Toppings Including Croutons, Bacon Bits, Parmesan Cheese, Pepper Mill, Sunflower Seeds, Chopped Walnuts, Raisins, Craisins
- ◆ Daily Rotation from: Pretzels, Nacho Chips, Chow Mein Noodles, Granola
- ◆ Daily Rotation of Fourteen (14) Dressings from: 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.

### **Special Diet Options\***

- ◆ 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 Hot Entrees\***

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

### **Vegetarian / Vegan\***

- ◆ One (1) Hot Vegetarian Entree Daily
- ◆ Vegetarian Salads
- ◆ Vegetarian Pastas

- ◆ One Vegan Protein Option Daily
- ◆ Baked Potatoes and Sweet Potatoes
- ◆ Tofu
- ◆ Hummus

#### **Self-Serve Properly Ripe Fruit**

- ◆ Daily Seasonal Whole Fruit (minimum of Three (3) daily): i.e., Apples, Oranges, Bananas, Pears, Peaches, Plums
- ◆ Daily Seasonal Cut Fruit (Minimum of Three (3) daily): Grapefruit, Cantaloupe, Pineapple, Watermelon, Citrus Sections
- ◆ Yogurt (two (2) Varieties, Non-fat and Regular)

#### **Gourmet Pizza / Pasta\*\***

- ◆ Cheese Pizza, Daily
- ◆ Vegetable Pizza - One (1) Daily, Rotating
- ◆ Meat - One (1) Daily, Rotating
- ◆ Cooked-to-Order Pasta (Three (3) Varieties Available at all Times)
- ◆ Varieties of Sauce (One Vegetarian, One Meat, and One Other than Red)
- ◆ Bread variety of 2 (Garlic Bread, Cheese Stix,)

#### **Southern Favorites+**

- ◆ Fried Chicken
- ◆ Catfish
- ◆ Collard Greens
- ◆ Corn Bread
- ◆ Sweet Potato Pie
- ◆ Macaroni and Cheese
- ◆ Peach Cobbler
- ◆ Pork Ribs
- ◆ Black-Eyed Peas

#### **Deli\***

- ◆ 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: Mayonnaisse, Mustards, Horseradish, Hot Sauce

#### **Desserts**

- ◆ Cakes, Brownies, Bars, Squares (three (3) varieties)
- ◆ Cookies (two (2) varieties)
- ◆ Hard scoop ice cream with low fat, frozen yogurt option
- ◆ Pudding (one (1) type)
- ◆ Crisps (one (1) variety)
- ◆ Milkshakes
- ◆ Scoop Ice Cream
- ◆ Jello



- ◆ Two (2) Feature Daily Desserts (Lunch and Dinner per Menu)

**Fresh Mex Style Concept Similar to Chipotle+**

**Starbucks Coffee Self-Serve Station**

- ◆ Starbucks Brand Coffees
- ◆ Tea, Herbal Teas, Hot Chocolate
- ◆ Starbucks Automated Barista Machine

**Freshens or Similar Smoothie & Soft Serve Station+**

- ◆ Milk – Whole, 2% Low Fat, Skim, Chocolate, Lactose Free Option (Soy, Almond, Coconut, etc.)
- ◆ Fruit Selection (Minimum of Four (4) Daily): Banana, Strawberries, Kiwi, Blueberries, Raspberries, Cantaloupe, etc.
- ◆ Avocado (Daily)
- ◆ Vegetable Selection (Minimum of Four (4) Daily): Kale, Spinach, Cucumber, Beets, Carrots, etc.
- ◆ Yogurt Selection: Traditional, Greek, Goat Milk, Soy, Almond, etc.
- ◆ Scoop Ice Cream
- ◆ Flavorings: Sugar, Cinnamon, Nutmeg, Honey, Syrups, etc.
- ◆ Nut Selection: Almonds, Cashews, etc.
- ◆ Selection of Four (4) Flavors of Soft-Serve Ice Cream

**Beverages**

- ◆ Milk – Whole, 2% Low Fat, Skim, Chocolate, Lactose Free Option (Soy, Almond, Coconut, etc.)
- ◆ Juices (at Minimum Orange, Apple, Cranberry)
- ◆ Iced Tea, Lemonade Juice
- ◆ Fountain Soda (Variety of Eight (8) per Machine, Minimum of two (2) Machines)
- ◆ Tea, Herbal Teas, Hot Chocolate
- ◆ Aqua Fresca Waters (i.e. Cucumber, Mint, Strawberry, etc.)
- ◆ Espresso Drinks
- ◆ Selection of Specialty Coffee Offerings

2.6.5 Overnight 2:00 a.m. – 6:00 a.m.

AFTER 2:00 A.M. A STATION WILL CONVERTED TO THE PROVIDE AN OVERNIGHT SERVICE (SCALED BACK VERSION OF LUNCH AND DINNER USING LIMITED EQUIPMENT SUCH AS HOT DOG ROLLERS, QUICK COOKING OVENS, MICROWAVES AND WARMERS). THIS SERVICE WILL BE MARCHE/SELF-SERVE STYLE WITH A MINIMUM OF ONE EMPLOYEE STAFFED TO DO COOKING, STOCKING AND CLEANING. STUDENTS SHOULD STILL HAVE ACCESS TO THE STARBUCKS COFFEE SELF-SERVE STATION.

**Overnight Station+**

- ◆ Variety of Hot Dog Options with Toppings (Ketchup, Mustard, Onions, Sauerkraut, Relish)
- ◆ Rotating options: Nacho Bar (Jalapenos, Salsa, Guacamole, Chili, Queso), Mexican Stations, Made-to-order Grill Station, All Night Breakfast, Wing Bar, etc.
- ◆ Self-Serve Deli Station with Panini Grills (Variety of Five (5) Sliced Meats, Three (3) Breads, Three (3) Cheeses, Peanut Butter & Jelly, and Selection of Condiments and Toppings the Same as Offered at Lunch/Dinner)
- ◆ Self-Serve Bakery Items (Cookies, Bagels, Muffins, Donuts, Scones, etc.)
- ◆ Popcorn Machine
- ◆ Hot & Cold Cereals

- ◆ Fresh Fruit
- ◆ Yogurt
- ◆ Belgian Waffle Maker Station
- ◆ Premium Coffee & Tea
- ◆ Pizza (Cheese & Pepperoni)

**Starbucks Coffee Self-Serve Station**

- ◆ Starbucks Brand Coffees
- ◆ Tea, Herbal Teas, Hot Chocolate
- ◆ Starbucks Automated Barista Machine

- \* Items marked require a weekly reporting requirement certifying that the specific items in each group were adequately performed.
- + Items indicated a "Staple Station". Standardized, non-rotating menus will be required in proposal submittal.

## 2.7 Retail Operations

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The following section describes retail facilities and operations as University requires each to be managed. Contractor shall retain all cash receipts realized from the retail program and shall pay all operating expenses associated with the retail program. Any profit or loss shall be for Contractor's account.

### 2.7.1 Methods of Payment

- ◆ Tiger Bucks
- ◆ Cash
- ◆ Debit and / or Credit cards (MasterCard, Visa, American Express and Discover Card)
- ◆ Mobile Pay App (to be integrated into the University's existing information system, as necessary, and implemented at the discretion and approval of the University)
- ◆ Innovative and emerging payment and ordering technologies. As the technology continues to evolve, the Contractor will take a proactive role in adopting and implementing these technologies (e.g. mobile robot delivery, kiosk ordering, etc.)

### 2.7.2 Branded Concepts. Contractor shall operate the Branded Concepts at University's Premises under the conditions set forth below.

- 1) Contractor shall control all aspects of the Branded Concepts, including menus, recipes, pricing, staffing and hours of operation.
- 2) Representatives of the licensor, franchisor or subcontractor of the Branded Concepts shall be allowed access to the Premises during reasonable business hours for quality assurance inspections of the Branded Concepts.
- 3) Contractor shall notify University at least twenty (20) days in advance of any termination or expiration of a license agreement, franchise agreement or subcontract related to a Branded Concept. Contractor and University 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 this Agreement.

- 4) Upon termination or expiration of this Agreement, Contractor shall remove the equipment related to the Branded Concepts in accordance with the terms of the applicable license or franchise agreements.
- 5) At commencement of this Agreement, Contractor shall operate or cause to be operated the Branded Concepts included in this section with the applicable fees to be paid by Contractor.
- 2.7.4 **Retail and Concession Prices.** The initial prices charged by Contractor for food and other products served by Contractor in the retail and cafeteria operations shall be reasonable and competitive with prices charged in comparable establishments in the geographic area of the Premises for comparable products, similarly prepared and of like quality and portion. Contractor shall adjust pricing in accordance with Section 3.11.
- 2.7.5 **Catering Functions.** Prices for Catering functions, including but not limited to University or third party functions, shall be established by mutual agreement of the parties. Contractor shall be responsible for collection of amounts due for Catering functions. Contractor shall prepare and submit invoices to the University, third parties, individuals or groups served by Contractor at Catering functions, which invoices shall provide for payment to Contractor.

## 2.8 Tiger Express

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### 2.8.1 Service Style – Retail

### 2.8.2 Minimum Menu Profile For All Operating Hours

#### **From Full-service Chick-fil-A Required Selection**

#### **From Panda Express Required Selection**

#### **From Taco Bell Required Selection**

#### **From Pizza Hut Required Selection**

#### **From Firehouse Subs Required Selection**

### 2.8.3 Grab 'n Go Concept – Retail

#### **Beverages**

- ◆ Coffee (Three (3) Varieties Including a Decaffeinated Option)
- ◆ Bottled Juices (Four (4) Varieties)
- ◆ Bottled Water
- ◆ Bottled Tea
- ◆ Bottled Soda

#### **Bagged Salty Snacks**

- ◆ Potato Chips- Various Assorted Flavors Including but Not Limited to Regular, BBQ, Nacho Cheese, Ranch, and Sour Cream and Onion
- ◆ Pretzels, Hot Fries, Combos, Fritos, Doritos, etc.

#### **Grab n' Go Items**

- ◆ Minimum of Three (3) Varieties of Sandwiches (e.g. Santa Fe Panini, Ham & Swiss, Tarragon Chicken, etc.)
- ◆ Minimum of Two (2) Varieties of Wraps
- ◆ Yogurt Parfaits
- ◆ Minimum of Three (3) Varieties of Salads (e.g. Fruit, Garden, Pasta, etc.)

- ◆ Bagels and Morning Pastries

### **Candy**

### **Desserts**

- ◆ Cakes, Brownies, Muffins, Bars, Squares (Four (4) varieties)
- ◆ Cookies (two (2) varieties)

## 2.9 Jacob T. Stewart C-Store

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### 2.9.1 Service Style – Retail

### 2.9.2 Minimum Menu Profile For All Operating Hours

#### **Beverages**

- ◆ Coffee (Three (3) Varieties Including a Decaffeinated Option)
- ◆ Bottled Juices (Four (4) Varieties)
- ◆ Bottled Water
- ◆ Bottled Tea
- ◆ Bottled Soda

#### **Bagged Salty Snacks**

- ◆ Potato Chips- Various Assorted Flavors Including but Not Limited to Regular, BBQ, Nacho Cheese, Ranch, and Sour Cream and Onion
- ◆ Pretzels, Hot Fries, Combos, Fritos, Doritos, etc.

#### **Pre-packaged foods**

- ◆ Frozen Entrees
- ◆ Canned Soups
- ◆ Sliced Bread (White and Wheat)
- ◆ Cookies
- ◆ Crackers
- ◆ Peanut butter
- ◆ Jelly
- ◆ Canned goods

### **Candy**

#### **Wellness Options**

- ◆ Low Fat Snack Options
- ◆ Low Carb Snack Options

#### **Health/Beauty/Hygiene Items**

- ◆ Aspirin
- ◆ Cold Medications
- ◆ Cough Syrups
- ◆ Soap
- ◆ Shampoo

- ◆ Toothpaste

#### **Paper Goods & Cleaning Supplies**

- ◆ Paper plates
- ◆ Paper napkins
- ◆ Paper towels
- ◆ Laundry detergent
- ◆ Dryer sheets

#### **Desserts**

- ◆ Cakes, Brownies, Muffins, Bars, Squares (Four (4) varieties)
- ◆ Cookies (two (2) varieties)

#### **Grab n' Go Items**

- ◆ Minimum of Three (3) Varieties of Sandwiches (e.g. Santa Fe Panini, Ham & Swiss, Tarragon Chicken, etc.)
- ◆ Minimum of Two (2) Varieties of Wraps
- ◆ Yogurt Parfaits
- ◆ Minimum of Three (3) Varieties of Salads (e.g. Fruit, Garden, Pasta, etc.)
- ◆ Sushi
- ◆ Bagels and Morning Pastries

## 2.10 Starbucks

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### 2.10.1 Description of Facility

A full-service Starbucks in year two of the contract will be put into the University's new digital library.

### 2.10.2 Service Style – Retail

### 2.10.3 Minimum Menu Profile For All Operating Hours

#### **From Starbucks Required Selection**

## 2.11 Steak n' Shake Food Truck

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### 2.11.1 Service Style – Retail

### 2.11.2 Minimum Menu Profile For All Operating Hours

#### **Modified Steak n' Shake Menu Including Burgers, Fries and Milk Shakes**

## 2.12 Concessions

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Concessions shall be offered at all major sporting events including, but not limited to, football, men's and women's basketball and soccer.

Contractor will be required to offer multiple payment types during events, track vendor sales and provide detail reporting at the end of each event. Monthly sales should be reported along with monthly reporting to the University.

## 2.12.1 Methods of Payment

- ◆ Tiger Bucks
- ◆ Cash
- ◆ Debit and / or Credit cards (MasterCard, Visa, American Express and Discover Card)
- ◆ Mobile Pay App (to be integrated into the University's existing information system, as necessary, and implemented at the discretion and approval of the University)

Contractor must have a strategy to ensure that they do not run out of food at events.

The Contractor will also be required to provide concessions at other major events upon request

**Focus must be on providing quality food and beverage options at low price points.**

### **Stadium Concessions Menu**

- ◆ ¼ pound Cheeseburger
- ◆ ¼ pound Hamburger
- ◆ Chili Cheese Dog
- ◆ ¼ pound Beef Hot Dog
- ◆ Grilled Chicken Sandwich
- ◆ Chicken Tornado with Sour Cream & Salsa
- ◆ Beef Chili
- ◆ Popcorn
- ◆ Nachos with Cheese
- ◆ Hot Pretzel
- ◆ Hot Pretzel with Cheese
- ◆ Chips
- ◆ Candy Bar
- ◆ Soda
- ◆ Bottled Water
- ◆ Coffee & Cocoa
- ◆ Hot Apple Cider
- ◆ Healthy Options (Minimum Variety of Three (3)) including fruit and protein/granola bars.

## 2.13 Camps and Conferences

### 2.13.1 Camps and Conferences

University hosts a variety of camps and conferences. The Contractor will have the right of first refusal, for camps, or conferences. All effort should be made by the Contractor to provide low fat, low carb, and wellness items whenever possible and meet the specific menu requirements requested by camps and conferences, of which, the attendees range from children to international scholars.

The Contractor will be required to honor all conference and camp commitments made with customers, agreed to prior to the contract commencement, which will take place over Summer of 2019. All new camp and conference business must be approved by the University in advance of any commitments or bookings.

Summer Camp Rates:

Contractor will assume current Contractor rates for Summer 2019 camps. Current rate is \$6.00 per meal (breakfast, lunch or dinner) in the McCall Dining Hall. Luncheons or catered meals delivered on campus are \$10 per person. Camps scheduled to occur as of May 31, 2019 are listed below.

<b>Camp</b>	<b>Dates</b>	<b>Estimated Attendance</b>
High Ability	6/23-7/24	30
Summer Youth Band Camp	7/7-7/13	150
LA Gear Up Week I (Day Camp)	7/8-7/12	30
Soccer Camp	7/12-7/15	25
All-Star Dance Academy (Day Camp)	7/19-7/21	50
LA Gear Up Week 2 (Day Camp)	7/22-7/26	30

## 2.14 Catering Program

2.14.1 University expects the Contractor to provide the very finest catering program to the University community. University has a robust catering program. Catering is seen as an opportunity for University to put its best foot forward to the community and its alumni. Catering events on campus range from coffee breaks, pizza, and sandwich delivery to formal receptions and dinners. All new catering business must be approved by the University in advance of any commitments or bookings.

There will be four tiers of customers:

- 1) Presidential
- 2) Day-to-day delivery
- 3) Pick-up service
- 4) Student-friendly options

2.14.2 The Contractor 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

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

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

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

- 2.14.6 The Contractor will not be permitted to assess service charges on invoices for events modified or booked on short notice.
- 2.14.7 The Contractor will be responsible for obtaining a University Purchase Order prior to providing services for events. Exceptions allowed for requests from the President's Office. Failure to obtain a Purchase Order will result in a financial penalty of \$50.00 per occurrence, The Contractor will be responsible for obtaining University signature and account code on all University sponsored event bills prior to submission to the University's Accounts Payable department. The Contractor will provide a detailed and itemized invoice to the University's Accounts Payable department.
- 2.14.8 The Contractor will need to liaise with the University to ensure the following:
- ◆ Continually evaluate the catering service and prices against those offered by off-campus catering companies to ensure that they are in line with the marketplace and to ensure that GSU catering customers have a positive perception of the campus's catering services. Contractor will perform an annual market basket comparison with local area competition to make sure that the catering pricing is competitive and in line with local offerings.
  - ◆ Seek regular feedback from its customers in order to continually identify opportunities and overcome challenges before they become serious issues.
  - ◆ Continually monitor catering staffing resources to ensure that they are fully staffed at all times, especially during peak service times such as homecoming, graduation and other milestone events throughout the academic year.
- 2.14.9 Contractor will be responsible for maintaining a flexible and customizable catering webpage and web-based app with the ability for the customer to place orders online and have a confirmation method connected to it
- 2.14.10 Contractor will be responsible for product purchase, preparation, set-up, delivery, decoration, cleanup and billing of all catered events.
- 2.14.11 Contractor must make the catering event booking as close to a one step process for the customers as possible. Room reservation must be coordinated with University personnel.
- 2.14.12 The Contractor will be expected to provide cost efficient menu items which are competitive to local area options.
- 2.14.13 All equipment rental including but not limited to china, linen, utensils, drapes and tableware will be the responsibility of the Contractor to procure.



## 3. Article 3 - Responsibilities of the Contractor

### 3.1 Use of Facilities

- 3.1.1 The Premises and equipment provided by University for use in the Services operation shall be in good condition and maintained by University to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations). 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 University and shall be at the University's expense. University agrees to indemnify Contractor against any liability or assessment, including related interest and penalties, arising from University's breach of the aforementioned obligations, and University shall pay reasonable collection expenses, attorneys' fees and court costs incurred in connection with the enforcement of such indemnity. The foregoing provisions shall survive the termination of this Agreement. The physical facilities, spaces and equipment made available to the Contractor under this Contract shall be leased and used by the Contractor solely to provide food and beverage services for the University as set forth herein. Contractor is responsible for maintaining the use and operation of the equipment and food service facilities and spaces, and Contractor accepts all facilities and equipment as is, with all faults.
- 3.1.2 University shall be responsible for any costs involved in setting up and cleaning the Premises for functions not managed by Contractor. The responsibilities of the parties with respect to the usual and customary cleaning and sanitation of the Services areas of the Premises shall be as follows:
- 1) Food Preparation, Storage and Serving Areas. Food Service shall be responsible for housekeeping and sanitation in food preparation, storage and serving areas, including equipment in such areas. University shall clean walls above shoulder height, ceilings, ceiling fixtures, air ducts and hood vent systems (per local ordinance).
  - 2) Customer Dining and Traffic Areas. Food Service shall clean the floors, tops of tables and seats of chairs and wipe up spillage and breakage that occurs in dining areas during serving periods. Unless otherwise provided in this Section, University shall be responsible for housekeeping and sanitation in customer traffic areas, including, but not limited to, dining areas and floors in front of serving counters, which shall include stripping and waxing of floors at least once per year.
  - 3) Refuse. Contractor shall transport refuse to designated collection areas.

### 3.2 Personnel

- 3.2.1 The Contractor shall employ one (1) full-time, on-site Food Service Director (FSD) responsible for all food service functions at the University's facilities as specified in this Contract.
- 3.2.2 Unless a removal is requested in writing by the University or approved in writing by the University, Contractor will retain the FSD (Alan Johnson) and the Catering Manager (Jason Rice) on University's account for a minimum of 36 months and shall not initiate the transfer of such manager from University's account during this time so long as such manager is employed by Contractor or a parent, subsidiary or related entity of Contractor. Any breach of this minimum assignment time clause will result in Contractor's payment to University of \$20,000 for each occurrence, unless approved in advance in writing by the University.
- 3.2.3 The FSD must have a minimum of five (5) years of consecutive, successful employment in a similar operation with comparable responsibilities. The FSD shall have education and/or experience in food service with particular emphasis upon effective financial controls and merchandising techniques. Furthermore, the FSD shall have a high degree of

management expertise, as evidenced by prior food service management duties involving University and/or University-type food service, high-quality food production and service, and effective financial control. The food service director's sole responsibility will be the University account; he/she will have no other management or supervisory responsibility for other accounts or businesses of the Contractor.

- 3.2.4 The University reserves the right to review the qualifications of the FSD, all unit managers, chefs, catering managers and information technology technician professionals that the Contractor proposes to place at the University. The University, in its sole discretion, may withhold approval of the FSD, chef and of specific unit and catering managers in which case the Contractor is required to submit other candidates. The FSD and unit managers assigned to the University shall be selected with prior approval of the University. Such approval by University for the assignment of Contractor employees to the Food/Dining Services shall not be unreasonably withheld, conditioned, or delayed.

The University reserves the right, at any time, to require the Contractor to remove the FSD, chef, unit and catering manager(s), or other employees if at the sole discretion of the University the performance or conduct of the individual is found to be unacceptable. Notwithstanding the foregoing, Contractor shall not be required to remove any employee at the request of University if, in Contractor's reasonable opinion, compliance with any such request by University would cause Contractor to violate applicable federal, state or local employment laws or employment contracts. Contractor agrees to provide University with a written statement of Contractor's reasons for non-removal of such employees.

The FSD, chef and unit managers assigned to the University shall not be changed more than once every two (2) years unless mutually agreed, and not without 30 days advance notice and replacement selection made which is acceptable to and mutually agreed by the University. These positions shall not remain unfilled. During any such search period for a FSD, his/her supervisor shall be on site at least five (5) days per week. With the exception of the terms in 3.2.2, University understands that Contractor cannot prevent any employee from applying for a position which will take him/her away from University's Food/Dining Services.

- 3.2.5 Hiring University's Non-Management Employees. Contractor shall offer employment to University non-management Food Service employees ("University Employees") to work in the Food/Dining Services effective July 1, 2019 ("Hire Date"), subject to Contractor's standard terms and conditions of employment, including, but not limited to, background investigations. Employment offers shall be at the rates of pay for the University Employees in effect as of the Hire Date. Contractor shall honor the University Employees' months of service solely for the purpose of waiving any waiting periods for health and welfare benefit plan participation, if applicable (provided that any such waiver is contingent upon the University Employees providing the appropriate documentation, in a timely manner and in advance of the Hire Date, pursuant to the terms of such plans, and as required by applicable law and/or regulatory requirements). All other terms of employment shall be consistent with those offered standardly to Contractor new hires, including, but not limited to, eligibility criteria for participation in Contractor-sponsored health and welfare benefit plans and in Contractor's 401(k) plan.

As of the Hire Date or upon expiration or termination of this Agreement, regardless of how this Agreement may be terminated, Contractor shall not be responsible for unused paid time off (including, but not limited to, sick time, personal time, holidays and/or vacation) which accrued to the University Employee[s] while employed by the University prior to the Hire Date.

University shall indemnify Contractor from any liability relating to (i) earned or accrued benefits, (ii) termination or lay-off resulting from the transition of the University Employees to Contractor's payroll (including the WARN Act) and (iii) employee claims for injury or loss, which injury or loss occurred while such University Employee[s] were employed by University. In addition, University shall be responsible for any liability relating to claims by the University Employees who were not offered employment by Contractor

- 3.2.6 The Contractor shall recruit, train, supervise, direct, discipline, and, if necessary, discharge any and all personnel working in the foods facilities employed by the Contractor. The Contractor shall have adequately trained personnel to maintain the high-quality performance standards as required by the University. The Contractor shall ensure that critical positions (those that are necessary to open and operate the food facilities) will have adequate back-up employees to call in to cover for absenteeism.
- 3.2.7 The Contractor shall require employees to comply with all instructions, regulations, and codes of conduct as specified by the University. The Contractor's employees must comply with the University and the University policies as they relate to smoking on campus. The University is a drug-free environment. The Contractor shall notify the Contract Administrator promptly and submit copies of any written employee internal reviews or audits that may be impeding the dining services. Written reports shall be submitted to the Contract Administrator within 30 days of completion.
- 3.2.8 The Contractor will comply with all federal, state, county and University regulations related to employment and compensation of personnel including those pertaining to federal and state employment taxes (including any and all social security, unemployment taxes, and worker's compensation payments).
- 3.2.9 The Contractor will comply with all federal, state, county, University, and local regulations pertaining to discrimination because of race, color, religion, sex, age, national origin, handicap (as defined in the 1990 Americans with Disabilities Act), or status as a Vietnam veteran (as defined and prohibited by applicable governmental law), in the recruitment, selection, training, utilization, promotion, termination, or other employment-related activities concerning food personnel. This fundamental rule of conduct, endorsed and followed by the University, will be clearly communicated by the Contractor to all the Contractor's employees and prospective employees.
- 3.2.10 Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sec, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.
- 3.2.11 The Contractor shall require all employees to meet the appropriate health standards prescribed by municipal, state, and federal laws and regulations. The Contractor represents that all services provided hereunder shall comply with the Occupational Safety and Health Act, the Family Educational Rights and Privacy Act, Gramm Leach Bliley, FTC Red Flag Rules and other requirements applicable to higher education and may be amended including all regulations adopted pursuant thereto and in effect at the time of performance of service.

The Contractor will guarantee that all employees engaged in the handling and serving of food are:

- 1) clean, and wearing neat appearing attire, hairnets and footwear;
- 2) advised by their management on reporting illness;
- 3) in compliance with the health regulations of the Contractor; and
- 4) wearing appropriate food handling gloves during food service preparation.

When informed that an employee of the Contractor has a condition which reveals the existence of an illness or communicable disease that may affect the health and well-being of the student population or other condition which could affect the safe, sanitary, or healthful operation of the food service, the Contractor shall notify the University and will ensure that the said employee undergo an examination which would either verify or contradict the existence of the

condition. If such condition is verified, the Contractor will not utilize the services of said employee at the food service until the condition of that employee returns to a healthful status as indicated in writing and signed by a physician.

The Contractor agrees that all employees will be dressed in clean, neat-appearing uniforms. The Contractor will ensure that its employees wear proper and neat-appearing footwear while working on the University premises.

Employees of the Contractor shall be appropriately uniformed when performing their work assignments at the facility. The term "appropriate uniform" is interpreted to include all apparel, name tags, hats, hair nets, etc. The Contractor must submit samples of uniforms and other apparel of all service personnel for approval by the University. The Contractor must submit any proposed uniform modifications to the University for approval. Cost of the Contractor's employee uniforms will be borne by the Contractor.

- 3.2.12 The Contractor shall require all employees to utilize authorized and designated entrances and exits during working hours.
- 3.2.13 The Contractor will restrict employees to assigned spaces during working hours and require them, when not working, to vacate the work site.
- 3.2.14 The Contractor shall assure that the Food Service Director or an immediate assistant will be on site at each location during all hours the food facilities are open, including catering services.
- 3.2.15 The Contractor shall bear financial responsibility for any vandalism or loss due to dishonest acts on the part of its employees.
- 3.2.16 The Contractor shall notify the University in writing of impending labor, employee, and vendor problems or any other circumstances that could adversely affect the operation of the food facilities.
- 3.2.17 Neither Contractor nor University 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, strike, vandalism, war, riot, sabotage, weather and energy related closing, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Services, or like causes beyond the reasonable control of either party, or for real or personal property destroyed or damaged due to such causes.

Notwithstanding the foregoing, Contractor shall continue to provide the Services during a catastrophe as described above, as such Services may be modified by mutual agreement of the parties based on existing conditions or the nature of the catastrophe, and to the extent that the safety and welfare of Contractor's employees are not jeopardized. University shall reimburse Contractor for any University-approved additional costs, Charges, and expenses incurred by Contractor in providing the Services, or modified Services, for the duration of the catastrophe, in accordance with the terms of this Agreement.

- 3.2.18 Subject to the terms set forth in Section 3.2.17 above, the Contractor shall continue to provide services under the Contract in the event of strikes and other labor disturbances.
- 3.2.19 Individual training for employees is to be performed by the Contractor. At any time that a new employee is assigned to the University facilities, the Contractor shall provide immediate training as necessary, covering types of tasks performed in the assignment covered by the new worker.
- 3.2.20 The Contractor shall provide the University Contract Administrator with an up-to-date training schedule for all new employees. This training sheet, showing subject matter and tasks included in training, must be signed by the worker after receiving training.

- 3.2.21 The Contractor shall offer employment to the University students and observe the following guidelines:

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Student employees on the Contractor's payroll shall be compensated at least at applicable minimum hourly wage rate. Wage rate shall not be increased without the mutual consent of the University and the Contractor, except as may be required to comply with any applicable law, regulation, ordinance, or court order.

- 3.2.22 The Contractor employees shall adhere strictly to the University's regulations concerning personal behavior as stated in the University's current Employee Handbook, and no such employees shall be assigned for work on the University's premises that are not acceptable to the University.
- 3.2.23 The Contractor employees shall undergo health examinations of sufficient frequency and stringency in order to comply with local, University and national health regulations. The foregoing shall not apply to University employees who transition pursuant to Contractor's payroll pursuant to Section 3.2.5. The Contractor shall submit evidence of such compliance to the University upon request.
- 3.2.24 The Contractor must complete successful criminal background checks on all employees at its sole cost. All such background checks shall be for pre-employment/pre-assignment purposes only and shall be conducted, administered and the information utilized in accordance with applicable federal and state law. If requested by University, Offeror shall provide University with a written certification verifying that the foregoing requirements have been completed satisfactorily and in compliance with applicable law; however, copies of investigating agency reports shall not be provided to University. The criminal background check requirement shall not apply to University employees who transition to Contractor's payroll pursuant to Section 3.2.5. Contractor employees who drive vehicles must also have a driver history check performed annually in addition to the criminal background check. The University and Contractor will jointly determine specifications for successful checks, however, the University has sole authority on approval of background check criteria. If the Contractor's employee is granted permission to use University vehicles, he/she must abide by the University's fleet safety and vehicle use policy.

Contractor must certify that employees have the required Louisiana background clearances as per the law, including the Federal Criminal History Record Information (FBI criminal background check), an Louisiana State Police Criminal Records Check or corresponding clearances from the adult's state of residence, if not Louisiana, and an Louisiana Department of Public Welfare Child Abuse History.

### 3.3 Civil Service Employees

Certain existing permanent hourly employees in the current dining operations are classified by Louisiana's Department of Civil Service. The basic employment conditions are determined by State Civil Service. University requires that Contractor utilize those employees in its operations under the following conditions:

- 3.3.1 University employees will have the option of remaining in the present Civil Service System or transferring their employment to the Contractor. For those classified employees electing to remain in the Civil Service System, University will continue to pay all salaries, payroll and other taxes, benefits, fees, and other charges or insurance required by any federal, state or local law, statute or regulation (including, but not limited to, unemployment taxes, Social Security contributions, pension contributions, worker's compensation premiums and all similar taxes and payments), attributable to each Civil Service Employee. Contractor will reimburse University for actual cost of salaries and benefits which accrue and are used during the term of this Agreement. Contractor agrees that last-earned leave will be first-used leave by the employee. Contractor shall agree to follow the State of Louisiana Civil Service regulations concerning these employees. As civil servant positions become vacant, Contractor will be allowed to replace such employees with its own employees. As of the Effective Date of this Agreement, there are three (2) permanent employees so classified. Contractor is encouraged to extend employment opportunities to the unclassified employees.

- 3.3.2 All benefits accrued by University employees prior to the Effective Date shall be paid by University at its sole cost and expense.
- 3.3.3 The University will ensure compliance with State of Louisiana Department of Civil Service regulations concerning termination and transfer of its personnel ("Civil Service Employees").
- 3.3.4 Contractor will provide supervision and an annual evaluation for each Civil Service Employee who continues to work in the dining services area in accordance with the provisions within this Agreement. The terms and conditions of employment of the Civil Service Employees shall be governed solely by University rules and policies, including but not limited to University anti-harassment and anti-discrimination complaint and investigation procedures. Contractor is not, and will not be deemed to be, a party to any collective bargaining agreements to which University was, is, or may become a party, or an employer or a joint employer of the Civil Service Employees.
- 3.3.5 University will indemnify and hold Contractor, its directors, officers and employees, harmless from and against all claims, liabilities, and losses (including court costs and reasonable attorneys' fees and consultants' fees, damages, interest and/or penalties) relating to or arising out of any claim or allegation that Contractor is, or is deemed to be, an employer or a joint employer of the Service Employees, including but not limited to any claims relating to matters for which University has responsibility as described in this paragraph.

In addition, the University shall indemnify and hold harmless Contractor, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against the following:

- 1) Liability arising from actions by any Civil Service Employee or applicant for a position as a Civil Service Employee predicated upon any alleged or actual wrongful action or omission by Contractor in hiring, firing, disciplining, evaluating, promoting, or increasing or decreasing the wages of any Service Employee, or in modifying the terms or conditions of his or her employment in anyway, or failing to modify the terms or conditions of his or her employment in any way; provided, however, that Contractor has obtained the University's prior approval in taking a challenged action or refraining from taking an action that allegedly should have been taken. Indemnity pursuant to this subparagraph shall include, without limitation, claims and losses arising from claims or awards of retroactive wages, damages, attorneys' fees and costs, interest, fines and penalties due to the foregoing labor-related actions; and/or
- 2) Liability arising from actions by any Service Employee or applicant for a position as a Service Employee predicated upon any alleged or actual wrongful action or omission by Contractor in hiring, firing, disciplining, evaluating, promoting, or increasing or decreasing the wages of any Service Employee, or in modifying the terms or conditions of his or her employment in anyway, or failing to modify the terms or conditions of his or her employment in any way; provided, however, that the University directed Contractor to take the applicable action and Contractor would not have taken such action but for the University's direction. Indemnity pursuant to this subparagraph shall include, without limitation, claims and losses arising from claims or awards of retroactive wages, damages, attorneys' fees and costs, interest, fines and penalties due to the foregoing labor-related actions.

Each Party agrees to provide the other Party with prompt written notice of all losses or claims for which it will seek indemnity under this Agreement. Each Party agrees not to incur any cost or expense with respect to any loss or claim for which it seeks indemnity under this Section without the other Party's prior written approval; provided, however, that the foregoing shall not apply in the event that the other Party has in writing rejected, denied or otherwise failed to reasonably and timely respond to the indemnification request with respect to such loss or claim. Each Party agrees to cooperate fully with the other Party in the investigation, defense and settlement of all such losses and claims.

### 3.4 Spaces on Premises Available to the Contractor

Facilities will be provided as described herein. The available food space and facilities shall be returned to the University at the end of the Contract in a condition correspondent to the status existing at the time of entering into the Contract, or as improved during the term of the Contract, reasonable wear and tear excepted. It shall be the Contractor's responsibility to maintain the space in good condition throughout the term of the Contract in a manner befitting to the University and notify the University, in writing, of any maintenance problems beyond the scope of the Contractor's responsibility.

The University will not be responsible in any manner for loss or damage to the Contractor's stored supplies, materials, or equipment or for any of the Contractor's employees' personal belongings brought onto the premises.

### 3.5 Insurance & Indemnification

The Contractor shall procure and maintain at the Contractor's expense, during the period of the Contract, the insurance described in the following sub-paragraphs. Insurance shall be with a company or companies qualified to do business in the State of Louisiana with a Best Rating of A- or better and a minimum financial size of the Class VII or better or reasonably acceptable to the University. The Contractor shall furnish the University a certificate showing that such insurance is in effect. Insurance will not be canceled without at least thirty (30) calendar days prior notice... Thereafter, a certificate evidencing the renewal of each such policy shall be furnished to the University within ten (10) calendar days of the expiration of the term of such policy.

The commercial general and automobile liability insurance policies shall name the University as the additional insured to the extent that University is vicariously liable for the negligent acts of the Contractor and shall include a severability of interest clause. The Contractor shall furnish certificates of insurance to the University in the following minimum limits, which may be met through a combination of primary and/or umbrella liability insurance, up to the maximum limits and deductibles specified:

#### 3.5.1 Insurance & Indemnification

Contractor agrees to defend, indemnify, and hold harmless the state of Louisiana, its agencies, officers and employees (State), from and against third party claims based on the vicarious liability of the State or its agents caused solely by the negligent acts of Contractor, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. The aforementioned indemnification shall also include all reasonable costs, expenses and attorneys' fees incurred, if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement. . Notwithstanding the foregoing, each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in special causes of loss form and builders risk property insurance policies.

In no event shall either party be liable for consequential, indirect or incidental damages (including punitive damages and lost profits), even if such party has been advised of the possibility of such damages in advance.

### 3.5.1.2 COMMERCIAL GENERAL LIABILITY

Commercial General Liability including products liability and completed operations liability (including Contractual liability):

- ◆ Bodily Injury & Property Damage Limited Combined Single:
- ◆ Aggregate Limit                   \$15,000,000 (Other than Products/Completed Operations)
- ◆ Each Occurrence Limit           \$15,000,000

The policy shall grant University additional insured status to the extent that it is vicariously liable for the negligent acts of the Contractor.

### 3.5.1.3 AUTOMOBILE LIABILITY

Automobile Liability for owned, hired, leased, and non-owned vehicles used by Contractor in the provision of the Food/Dining Services: Bodily Injury Property Damage - \$11,000,000 (each accident)

### 3.5.1.4 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Workers' Compensation and Employers' Liability (Statutory Coverage and Limits)

- ◆ Employee Dishonesty     \$10,500,000

### 3.5.1.5 LIQUOR LIABILITY (COVERAGE MAY BE INCLUDED UNDER GENERAL LIABILITY POLICY)

- ◆ Liquor Liability                 \$10,500,000

### 3.5.1.6 CERTIFICATE

An insurance binder letter or certificate of insurance must be filed by the Contractor's insurance agent in University's office at the address listed below. Annual policy renewals shall also be filed with the University at the address below. The insurance policies shall contain a provision whereby the insurer(s) shall provide notice of cancellation in accordance with the provisions of the policy. Contractor shall make reasonable efforts to provide University with thirty (30) days' prior written notice if the insurance afforded by Contractors policy is canceled or materially reduced in coverage limits.

### 3.5.1.7 LIMITATION OF LIABILITY

Notwithstanding anything contained herein to the contrary, neither party shall be liable to the other party for any indirect, incidental or consequential damages (including damages resulting from the loss of use, loss of profits, interruption or loss of business, lost goodwill, lost revenue and lost opportunity) arising out of any of the terms or conditions of this agreement or with respect to its performance hereunder. Even if such party has been advised of the possibility of such damages in advance or such damages could have been reasonably foreseen by such party.

## 3.6 Performance Bond

Contractor will provide a performance (surety) bond in the amount of One Million Seven Hundred Thousand Dollars (\$1,700,000.00) to insure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and the State. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved



bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

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

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

### 3.7 Fidelity Bond Requirements

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The Contractor shall be required to provide a Fidelity Bond in the amount of \$100,000 to protect Grambling State University from loss of assets resulting from acts of crime dishonesty or fraud perpetrated either by the Contractor, its agents or subcontractors or against the Contractor, its agents or subcontractors. Grambling State University shall be the named beneficiary.

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

### 3.8 Procurement

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- 3.8.1 The Contractor, utilizing Contractor's own supplier network, shall procure all food and non-food items and cleaning supplies for all food service facilities described herein. University understands that Contractor has entered into agreements with many vendors and suppliers of products and services which (i) give Contractor 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 and/or services purchased by Contractor for or on behalf of University. University shall not require Contractor to use products and/or services from non-Contractor approved vendors. The Contractor shall comply with all current and future exclusive or non-exclusive vended and non-vended carbonated and non-Carbonated beverage agreement entered into by the University. University shall provide Contractor with a copy of any such agreements so that Contractor can comply.
- 3.8.2 The Contractor shall purchase all necessary Smallwares and Expendable Equipment shall rest solely with the University. The Contractor shall list china, glassware, silver, kitchen utensils, and tray replacement costs as "Operating Expenses." The Contractor shall reconcile all china (if any), Smallwares and Expendable Equipment annually owned by University and shall jointly agree to required inventory levels. If at any time Contractor is to provide additional service(s), University shall be responsible to increase, at University's expense, inventories required for the additional service(s). Contractor shall maintain the required inventory levels and charge the expense of replacements as an Operating Expense. Reconciliation of inventories should be on an annual basis at the end of each fiscal year..

3.8.3

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

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

#### 3.8.4 Equipment Provided by the Contractor

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

#### 3.8.5 Inventories of Food, Beverages, Goods and Supplies

Contractor shall purchase and own inventories of food, beverages, goods, merchandise, and supplies. Upon termination or expiration of this Contract, University shall cause the successor contractor to purchase from Contractor, any remaining good and merchantable inventory at Contractor's Invoiced Amount. Any Contractor-owned inventory not purchased by the successor contractor shall be removed from the Premises by Contractor on Contractor's final day of service

### 3.9 Sanitation & Safety

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

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

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

correct. University shall be responsible to pay all fines in which University is responsible to correct under the terms of this Contract.

- 3.9.2 If the Contractor notices any condition which is unsafe, unhealthy, or in any other way would cause an accident, the Contractor shall make or cause to be made appropriate repairs to remedy the condition. If correction of the condition will take more than routine attention, then the Contractor agrees to notify the Contract Administrator immediately.
- 3.9.3 The Contract Administrator shall be notified immediately of any accidents or safety hazard. The Contractor and its employees, agents, or subcontractors agree to abide by and practice all University and local safety standards and regulations, including adherence to the minimums of the University's safety protocols. The Contractor shall take all necessary and proper precautions to protect the safety of employees and other persons and to protect all property from any damages from whatever cause. Contractor shall comply with all federal, state and local safety regulations to include but not limited to E.P.A., D.E.P., D.O.T. and O.S.H.A. mandates and regulations. Contractor will be responsible for all federal, state and local permits in connection with services they provide. The Contractor shall be responsible for its violation of any regulation issued there under and shall immediately remedy any conditions under Contractor's direct care, custody and control, giving rise to such a violation. The Contractor shall defend and hold the University, its officers, trustees and employees harmless from any fine or penalty in connection therewith.
- 3.9.4 If the Contractor does not maintain a "90%" rating with the Health Department or fails a fire marshal inspection, the Contractor will pay the University \$5,000 a month until the issues are resolved and the grade is changed to a "90%". Such amount shall be prorated if the "90%" rating is established in less than a month.
- 3.9.5 The Contractor and any subcontractors shall give access to the authorized representatives of the Secretary of Labor for the purpose of inspecting or carrying out any of the Secretary's duties under the Occupational Safety and Health Act of 1980, as amended. The Contractor shall be responsible for any violation of the Act or any regulation issued there under and shall immediately remedy any conditions under Contractor's direct care, custody and control, giving rise to such a violation. The Contractor shall defend and hold the University, its officers, trustees and employees harmless from any fine or penalty in connection therewith.
- 3.9.6 The cleaning of all assigned food service spaces, 6 feet and below, including the kitchen, service area, dining area floors, office, dining rest rooms, walls, and vents are the responsibility of the Contractor. The cost of building and equipment maintenance or repairs resulting from the acts or omissions of the Contractor or its employees shall be paid by the Contractor.
- 3.9.7 The Contractor shall adhere to the following minimum standards and guidelines in the preparation, production, and service areas:
- ◆ Clean all kitchen surfaces and equipment as well as server counter and dining room tables on a continuous basis and following each meal period.
  - ◆ Contractor will recycle according to University sustainability regulations and policies, and costs shall be borne by Contractor.
  - ◆ Keep public areas free from hazardous conditions.
  - ◆ Adhere to sanitation regulations for ware washing, recommended temperatures, or the use of chemical sanitizers.
  - ◆ Clean kitchen and service area floors, walls, and vents as required.
  - ◆ Monitor the dining tables and areas before and during service hours to maintain dining rooms in a clean and orderly fashion.
  - ◆ Dining room floors will be vacuumed (in carpeted areas) and mopped (in non-carpeted areas) after every meal period or as needed by the Contractor. Dining room carpets will be hot water extracted/cleaned once per term and non-carpeted areas finished and buffed to a shine as needed.

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, fixtures 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> <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>• Window sills 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> <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>• Grease traps cleaned and wiped down</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>

### 3.9.8 Equipment Maintenance

The Contractor shall be responsible for the cost of equipment maintenance and repair in all foodservices locations up to \$50,000 per year. Any costs beyond \$50,000 shall be split 50/50 between the Contractor and the University. The parties will mutually agree on how to fund the maintenance, which may include utilizing the Equipment Replacement Fund.

## 3.10 Sustainability

3.10.1 Sustainability and environmental awareness is critically important to University. Below is a list of items for incorporation:

- ◆ Achieve energy, water and waste savings through technical innovation and human expertise.

- ◆ Trayless dining
- ◆ Recycling 100% of cardboard boxes, packaging & metal cans
- ◆ Eliminating straws to reduce waste
- ◆ Utilizing single touch dispensers
- ◆ 100% recycled napkins
- ◆ Biodegradable wares and containers
- ◆ Reduction of food waste
- ◆ Implementing food waste tracking system
- ◆ Re-usable containers for take-out program

3.10.2 Contractor must 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 Contractor propose a comprehensive corporate program to engage the local community for purchasing. This program must include using the local farmers' market for menu offerings. This program must also include clear goals indicating what percentage of the food inventory will be purchased from the local area.

3.10.3 Contractor will host monthly sustainability promotions that include:

- ◆ Local meals showcasing the bounty of the surrounding area
- ◆ Reusable clamshell promotions
- ◆ "Try a Taste, Don't Waste" sampling promotions
- ◆ PB&J Drives, celebrating World Kindness Day while helping those in need
- ◆ Waste Month, which includes zero-waste and Weigh the Waste events and a "trashion" show using single use disposables as costume materials
- ◆ Plant-based protein marketing materials to encourage students to try healthier and better-for-the-planet vegetarian and vegan offerings
- ◆ Earth Month events, including an individual sustainability pledge campaign (ICommit) on social media, cooking demonstrations, Dim the Lights and more

## 3.11 Menus & Prices

3.11.1 The Contractor shall be responsible for providing a variety of high-quality and nutritious foods at reasonable prices at the dining facility. The focus on increased wellness options and marketing as such should be the Contractor's constant focus. The following should guide menu development:

- ◆ Develop innovative menus which emphasize variety, nutrition awareness, and quality.
- ◆ Utilize food displays and merchandising techniques to ensure customer satisfaction.
- ◆ Offer menus that complement the stature of the University integrated with the realistic need to economize on space, utilities, and labor costs.
- ◆ Be responsive to changing meal trends and patron preferences.
- ◆ Be able to produce the menus with the proposed staffing plans submitted by the Contractor and the equipment available on the University' premises as specified.
- ◆ Distribution: The Contractor will post each week's menu one week in advance at the entrance of the cafeteria and distribute weekly menus throughout the campus and online.
- ◆ Menus shall include vegetarian and Vegan entrées and ethnic specialties.
- ◆ Commencing July 1, 2020 and annually thereafter, the meal plan rates, door rates and other meal rates shall be mutually agreed upon and shall not increase beyond the percentage increase in the Regional Food-

Away-From-Home Consumer Price Index (CPI). All retail prices shall be competitive with results of annual local market basket comparison conducted by the Contractor.

- 3.11.2 Menu Boards: For all operations, a minimum of two menu boards will be prominently displayed at the service areas. Descriptions of daily specials are to be graphically merchandised on 8 ½" x 11" or similar card stock placed at the individual entrances to each unit.
- 3.11.3 Web Page: Contractor shall maintain web pages or website linked to the University website with current and useful information for the University community. Posted items include operational hours, menus, administrative contacts and phone numbers, policies and practices (meal card, take-out, etc.), description of dining venues, and Green practices. This list is not meant to be all inclusive, and creative use of web technology for improving communication to the campus is highly encouraged.
- 3.11.4 Portions/Pricing: It shall be the responsibility of the Contractor to review, establish, and propose the pricing and portion sizes of all items available for sale in the food facilities with final review and approval by the Contract Administrator prior to posting or changing prices.
- 3.11.5 Special Diets: The Contractor shall provide any medically-necessary special diets for meal plan participants when prescribed and approved in writing by a medical doctor and the University.
- 3.11.6 Cost per Student per Day and Procedures: Specific procedures and rates for partial service days, interruption of service (which involves refunds), guest meal rates, no show refunds (those who drop out of the plan), and other procedures will be specified by the University.

### 3.12 Emergency Procedures

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3.12.1 The Contractor shall provide the University Contract Administrator and the University Police Department with the names and phone numbers of the three management individuals who will be available at any time to call in the case of emergencies. At least one of these individuals must be available by phone 24 hours a day, seven days a week. These individuals are:

- 1) Name \_\_\_\_\_ Phone \_\_\_\_\_
- 2) Name \_\_\_\_\_ Phone \_\_\_\_\_
- 3) Name \_\_\_\_\_ Phone \_\_\_\_\_

3.12.2 Fire and Other Emergencies: In the event of fire or other emergencies, the Contractor's employees shall immediately pull the fire alarm closest to the location of the fire and immediately call the University's fire emergency number. The Contractor shall develop plans and train all employees to respond to fire, civil defense, bomb threats, and other emergencies based on procedures established by the University and will share with the University upon request.

### 3.13 Safety & Security

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The Contractor and all employees shall comply with all University rules and regulations governing access to and conduct on the University's property. The Contractor shall furnish its personnel with identification required for entrance to or exit from the described premises during normal work hours. It shall be the responsibility of the Contractor to return



employee identification within one day of the employee's departure for personnel no longer employed at the facility or for employees removed from the premises at the request of the Contract Administrator.

University may issue it's keys to the Food Service Director if access to buildings is deemed necessary. These keys, if issued, will be valid only during his/her assignment at the University. The University also may revoke this privilege at any time without notification.

- 3.13.1 The Contractor shall have the responsibility for determining that all appropriate equipment and lights have been turned off and appropriate doors locked at the close of operation within the food and beverage spaces. The areas under the Contractor's food service facilities and spaces shall be the Contractor's responsibility relative to security during the scheduled hours of operation. The University shall issue all necessary keys to the Contractor. Any loss due to non-compliance will be the sole cost, not reimbursable by the University, of the Contractor.
- 3.13.2 Fire Safety and Compliance: Contractor shall be responsible to assure compliance with all Louisiana State, federal and international fire codes (including, but not limited to the 2006 International Construction Code (ICC), 2006 International Fire and Building Codes (IFC, IBC) governing the dining faculties and operations (excluding building structural and building engineering systems which the University is responsible for). Contractor shall assure that all contractor employees shall comply with all University and Louisiana State rules and regulations regarding fire safety, including but not limited to fire safety training and education and fire safety inspections. Further, Contractor shall be liable for payment of any fines levied to the University as a result of Contractor's staff failure to comply with Louisiana State fire codes.

Contractor's employees are required to be trained in the use of portable fire extinguishers, equipment for operational safety and be aware of the University's fire safety/emergency plan.

### 3.14 Damages, Injury & Thefts

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- 3.14.1 Damages/Injuries: The Contractor shall give the University and the University Security Department immediate notification and follow such report with prompt written notice of any fire or damage occurring to the premises and a copy of all notices received of any claim for bodily injury occurring within any building.
- 3.14.2 Vandalism and Thefts: Where vandalism or thefts occur to the Contractor's machines, equipment or operations, it shall be the sole responsibility and liability of the Contractor to insure, repair or replace damaged or stolen equipment at the Contractor's expense within forty-eight (48) hours. All vandalism shall be reported to the University Contract Administrator and University's Security Department immediately upon discovery.

### 3.15 Theft & Loss Liability

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The University will not be responsible for any of the Contractor's internal losses or thefts, and any such losses must be borne solely by the Contractor out of its own funds; they may not be used to diminish or be absorbed by the profits of this Contract.

### 3.16 Garbage Removal & Recycling

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All trash collected by the Contractor must be removed by the Contractor at the time of collection, separated according to classification, and sent to areas designated by the Contract Administrator. All articles and/or material designated as

trash must be removed to designated areas as requested, in containers approved by the University. The University shall be responsible for the cost associated with all trash removal and pickup.

- 3.16.1 Employees handling hazardous waste must be trained in the handling of hazardous wastes and universal waste. The Contractor shall properly arrange and dispose of said waste streams, and the costs of disposal are to be borne by the Contractor. Any cost, penalty or liability for non-compliance will be borne solely by the Contractor and may result in Contract termination for convenience as determined solely by the University.

### 3.17 Operating Budget

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Board rates will be set by the University, usually in January. On or before November 1<sup>st</sup> of each year, the Contractor shall submit to the University Contract Administrator a complete budget for each unit, by month, with estimated sales, Invoiced Amount of food, revenues, and expenses for the University's next fiscal year (July 1 to June 30) in a mutually agreed format. The Contractor and University will meet to review the budget annually with the intent of agreeing on an operating budget for the upcoming year. All operating budgets are subject to approval by the University.

### 3.18 Audit of Facility

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The Contractor shall keep accurate, complete and current records of all revenues and expenses in connection with the operation of the food facility locally in the University offices in a mutually agreed upon format. Such revenues and expenses shall be supported by cash register tapes, invoices, sales slips, bills, vouchers, payroll records, purchase orders, and other pertinent records that, under recognized accounting practices contain information bearing upon or relating to cost, income, Gross Sales, or profits. This information shall be available for seven (7) years subsequent to the Contractor's fiscal year for inspection on University premises by the University during regular working hours and shall be subject to audit by the University or its agents at any reasonable time at no cost.

Documents requested by the University shall be delivered at the Contractor's expense to a University designated site within ten (10) working days. Any such audit shall be paid for by the University, unless such audit shall determine that there is a deficiency in the payment of funds due to the University for an academic year in excess of 0.5% of the profits theretofore computed and paid by the Contractor for each academic year. In such latter event, the Contractor shall pay the full cost of such audit.

The parties understand that this Contract will be subject to Section 952 of the Omnibus Reconciliation Act of 1980 and its corresponding regulations at 42 C.D.E. Part 420 if the Contract includes furnishing of services at a cost or value of \$10,000 or more over a twelve (12)-month period. Pursuant to such statute and regulations, the Comptroller General of the United States, the Secretary of Health and Human Services or their duly authorized representatives shall have access to this Contract and any other books, documents or records necessary to verify the cost and services provided hereunder for a period of four (4) years following the rendering of such services.

In addition, if any of the duties of this Contract are carried out through a Subcontract with a related organization, with a value or cost of \$10,000 or more over a twelve (12)-month period, access is similarly required to the Subcontractor's books, documents, and records related to the rendering of these services. Such Subcontract shall be in writing and shall contain a similar access clause to that herein.

The Contractor shall be subject to periodic, unannounced operational audits of the food facilities by the University, or an agent authorized by the University. The audit shall specifically include a comprehensive review of:

- ◆ Service quality, attentiveness, courteousness, etc.

- ◆ Food quality, presentation, merchandising
- ◆ Sanitation practices and conditions
- ◆ Personnel appearance
- ◆ Training program techniques, schedules, and records
- ◆ Safety conditions
- ◆ Operation performance from a financial perspective
- ◆ Other related operational conditions and/or practices

A report as a result of the financial and operational audits will notify the Contractor of conditions needing correction or improvement Contractor will have five (5) days to respond and address corrections of any and all deficiencies.

### 3.19 Performance Review Meetings

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The Contractor's Food Service Director will schedule formal meetings with the University Contract Administrator to review all aspects of the campus dining services, presenting to the University operational issues, completed programs, ideas for new programs, improvements, and financial results. These meetings will take place at a minimum of every thirty (30) days or at the discretion of the Contract Administrator

In addition, there will be annual meetings to discuss the benchmark of the Contractor against other comparable University accounts.

### 3.20 Reporting and Monitoring Mechanisms

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Contractor will be required, by the 15<sup>th</sup> of each month, to provide the Contract Administrator with a one to two-page executive summary monthly providing updates on the menus, customer satisfaction, program changes and key financial metrics (e.g. revenues, Invoiced Amount of food, student meal participation, etc.). Failure to provide this information will result in a financial penalty of \$1,000 per occurrence, up to a maximum of \$10,000 each Contract Year. Contractor will provide up to \$10,000 in potential penalties per Contract Year tied to any underperformance tied to reporting or the established Key Performance Indicators.

The Contractor will be required to provide the Contract Administrator with a monthly one or two-page narrative report with metrics on the following (other criteria may be established prior to the signing of the Contract):

- ◆ Health inspection reports
- ◆ REVPAS information (revenue per available student)
- ◆ Health inspection reports
- ◆ Food cost trends including cost per plate
- ◆ Franchisee compliance scores received
- ◆ Labor cost trends
- ◆ Meal plan meal participation rates, by meal period
- ◆ Mystery shopper reports
- ◆ Independently third-party survey scores
- ◆ Local purchasing benchmarking status
- ◆ Sustainable practices status
- ◆ Monthly report, budgets and plans
- ◆ Sales reports by location and transaction type in Excel format
- ◆ List of any requested service/product returns and refund requests with documented reasons for requests

Contractor will use year one of the Contract to establish baseline KPI's by August 1<sup>st</sup>, 2020, and by May 1<sup>st</sup> of each subsequent Contract Year, Contractor will provide an annual measurement tool(s) or KPI's that will allow University and Contractor 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 term.

Towards the end of each Contract Year, Contractor will have a meeting with the Contract Administrator at each University to discuss, and document in writing, the positives and negatives from each year. This collaborative discussion will focus on ways to ensure that the positives from the previous year are preserved and emphasized in the next Contract Year, and that there is a strategy to eliminate or reduce any negative feedback from the previous year. In addition to the items outlined above, this will provide an overall annual action plan and score card going into the next Contract Year for both parties to review and implement.

Additional initiatives will include:

- ◆ Transformation Meeting: Follows a checklist format and is conducted prior to finalizing our new contract. Its goal is to pinpoint your expectations and establish a framework for the system, ensuring the highest quality deliverables. Additionally, quarterly and annual review meetings further refine responses to evolving expectations and quantify value.
- ◆ Web of Influence: Multi-level corporate relationships form an effective checkpoint review system to ensure consistent service results and learn from any challenges that may arise.
- ◆ Professional Expectation Management: Coordinates ongoing management education (from the general manager to our division president) related to retention efforts and effective management of your expectations.
- ◆ Partnership Report Cards: These periodic reports are provided to campus leadership to highlight the innovative programs University dining will conduct on campus, as well as any volunteer-based events.

### 3.21 General Accounting

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The Contractor shall operate on the basis of a fiscal year (July 1 to June 30) consisting of twelve (12) Accounting Periods. All Departmental Charges (from Catering Services) must be submitted to the Contract Administrator with the monthly financial reports. The Contractor is to submit all invoices electronically utilizing protocols determined by University. Invoices will be submitted monthly with no prepayment requirement. Contractor will bill the University weekly including Catering and Meal Plan operations. Payment from the University on these invoices shall be made within thirty (30) days of receipt of invoice. Invoices shall include substantiated reports for compensation of Tiger Bucks transactions in Contractor operated facilities.

Within the fifteenth 15th working day following the close of each Accounting Period, the Contractor shall furnish the Contract Administrator with a statement of Gross Sales and expenses in connection with the operation of the food facilities covered by the Contract, showing on a monthly and year-to-date basis the actual and budgeted Invoiced Amounts for food, labor costs (including the account manager), fringe benefits, payroll taxes, and expenses which are properly allocable to the operation. All operation statements shall be accompanied by respective commission payments to the University. Causes of abnormal revenue and expense deviations shall be noted by the Contractor as part of these statements. Any payment required of the Contractor or University not paid within thirty (30) calendar days of the due date, shall bear interest at the rate of two percent (2%) per annum, but not greater than the rate allowed by law. At any time when University is past due on any payment obligations to Contractor, Contractor shall have the right to offset all or any portion of such outstanding receivables or any other sums due Contractor from University, from any amounts owed by Contractor to University or from any University funds being held by Contractor.

The Contractor shall not hold the University responsible for the serving of a student after it has been notified by the University in writing that the student has withdrawn from the meal plan. Upon receipt of an appropriate statement concerning the number of participants per day in each meal plan, the University shall pay the Contractor within thirty (30) calendar days of food and service provided under the Contract Dining Specifications portion of this Contract.

The Contractor will report revenue and allocate expenses and present separate operating statements for all current and future food service venues on the campus including the following:

**Consolidated Revenue Statement**

- ◆ Meal Plans
- ◆ Cash Sales

**Consolidated Revenue and Expense Statement**

- ◆ Residential Dining Locations
- ◆ Retail Dining Locations
- ◆ Catering
- ◆ Camps & Conferences
- ◆ Concessions

**Detailed Revenue and Expense Statements**

- ◆ Residential Dining Locations
- ◆ Retail Dining Locations
- ◆ Catering
- ◆ Camps & Conferences
- ◆ Concessions

The Contractor shall maintain quarterly inventory and shrinkage records, in a format specified by the University, of all Smallwares and monthly inventory, purchase, and usage records of food, provisions, and supplies. The quarterly inventory shall be submitted to the Contract Administrator. On the anniversary date of the Contract or the termination date of the Contract, a joint inventory of all equipment and Smallwares shall be taken.

### 3.22 Prior Notice of Impending Labor Disputes

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Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of work under the Contract, the Contractor shall immediately give notice thereof to the Contract Administrator.

### 3.23 Labor Relations

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The Contractor specifically agrees that it is an independent Contractor and an employing unit subject as an employer to all applicable unemployment compensation, occupational safety and health, or similar statutes so as to relieve the University of any responsibility or liability for treating the Contractor's employees as employees of University for the purpose of their safety or of keeping records, making reports, or paying any payroll taxes or contribution; and the Contractor agrees to indemnify and hold harmless the University and reimburse it for any expense or liability incurred under said statutes in connection with employees of the Contractor.

### 3.24 Licenses, Permits & Taxes

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The Contractor shall, without additional expense to the University, be responsible for obtaining any necessary licenses (including liquor licenses), and bonding to comply with University regulations, and municipal, county, University, and federal laws (including all sanitation laws).

Contractor shall be responsible for its city, state or federal income taxes including any tax burdens or benefits arising from its operations hereunder. Contractor shall also bill and collect sales taxes, if applicable, on the Services provided at the Premises. This provision shall survive termination of this Agreement.

University shall be responsible for payment of real and personal property taxes on all University's property

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

### 3.25 Contractor Trade Secrets and Proprietary Rights.

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During the term of this Agreement, Contractor may grant to University a nonexclusive right to access certain proprietary materials of Contractor, including menus, signage, Services survey forms, software (both owned by and licensed to Contractor), and similar items regularly used in Contractor's business operations ("Proprietary Materials"). In addition, University may have access to certain non-public information of Contractor, including, but not limited to, recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and proposal information, financial information, surveys and studies, and similar compilations regularly used in Contractor'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 University), or (ii) any information which was available to University on a non-confidential basis from a source other than Contractor, 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 Contractor, or (iv) material which is deemed public under Louisiana Public Records Law, La. R.S. 44:1 et seq.

University shall not disseminate any Proprietary Materials or disclose any of Contractor's Trade Secrets, directly or indirectly, during or after the term of this Agreement. University shall not photocopy or otherwise duplicate any such material without the prior written consent of Contractor. All Trade Secrets and Proprietary Materials, including signage, service marks and trademarks, shall remain the exclusive property of Contractor and shall be returned to Contractor immediately upon termination or expiration of this Agreement.

Without limiting the foregoing, University specifically agrees that all software associated with the operation of the Services, including without limitation, menu systems, food production systems, accounting systems, and other

software, is owned by or licensed to Contractor and not University. Furthermore, University's access or use of such software shall not create any right, title, interest, or copyright in such software, and University shall not retain such software beyond the termination of this Agreement. Data processed by the software shall remain the property of Contractor; however, at University's request, upon termination or expiration of this Agreement Contractor shall provide University with a copy of the data processed by such software in a format to be mutually agreed upon by the parties.

The provisions set forth in this Section shall survive termination or expiration of this Agreement. In the event of any breach of the provisions set forth herein, Contractor shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available."

## 4. Article 4 - Responsibilities of the University

### 4.0 Contract Administration

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The University will lease to the Contractor, at a cost of \$1.00 per year, paid by July 1<sup>st</sup> annually, that space that is identified in Article 2.0 and will engage the Contractor to operate the food services at the University's campus facilities at this leased spot and/or at other areas designated and agreed to by the parties.

The FSD shall interface at the site with the University's Contract Administrator or his or her designee. The designated Contract Administrator may be changed at the option of the University by a written notice to the Contractor without a formal Contract amendment. All notices, requests, and other formal communication under the Contract shall be given to or by the Contract Administrator. All services rendered under the Contract are subject to the final approval of the Contract Administrator.

### 4.1 Changes

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The University may, at any time, issue a written order making changes within the general scope of the Contract. An equitable adjustment shall be made if any changes cause an increase or decrease in the Contractor's cost. Such written requests/authorizations affecting the terms and conditions of this Contract are to be in writing and executed by authorized signatories of each party.

Notification of any claim for adjustment of the Contract under this provision must be presented in writing to the Contract Administrator within thirty (30) calendar days from the date such changes are ordered. Such claim shall further be itemized and supported by any documents or information as the Contract Administrator may require and be submitted within an additional thirty (30) calendar days. The Contractor's rights for any adjustments in the Contract shall be deemed waived unless its claim is submitted in accordance with the above requirements. Any request for adjustments shall not be unreasonably withheld or delayed. Nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.

The financial terms set forth in this Agreement and other obligations assumed by Contractor hereunder are based on conditions in existence on the date Contractor commences operations, including by way of example, assumptions listed under Contractor's Proposal; utilization of Contractor's procurement program; University's student population; labor; food and supply costs and Charges; applicable taxes; applicable laws; the scope of Services; University's policies and practices; and terms of University's and/or Contractor's collective bargaining agreement(s), if any. In addition, Contractor has relied on representations regarding existing and future conditions made by University in connection with the negotiation of this Agreement. In the event of a change in the conditions or the inaccuracy of any representation made by University, the financial terms and other obligations assumed by Contractor hereunder shall be renegotiated on a mutually agreeable basis to reflect such change or inaccuracy.

If University (i) requires expansion of or reduction in the scope of Services, (ii) changes the use of Contractor's procurement program and/or (iii) requests (a) any change in the use of disposables (i.e., from non-biodegradable products to biodegradable products); (b) use of specialty products (e.g., use of locally produced products or supplies, organic products, etc.); or (c) additional management/resource personnel to conduct a specific function unrelated to the Services, and such change or request results in an increase or decrease in costs, Charges or expenses to Contractor, Contractor's compensation shall be adjusted by an amount equal to the projected change in costs, Charges or expenses plus a mutually agreed upon amount for contribution to supporting overhead and profit from the date at which the change or request took effect.



## 4.2 Facilities

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This contract between the University and the Contractor will serve as a lease for the main area identified herein, with the University assuming the following responsibilities under this contract:

- 4.2.1 Provide, install, and permit the Contractor to use the major food equipment provided at the University. Equipment that is no longer needed for the Contract operations may be withdrawn by the University. The University will replace equipment which the University has provided as the University deems necessary. Ownership of all equipment provided by the University under the Contract shall be vested in the University.
- 4.2.2 The Contractor shall be responsible for purchasing and providing the inventory of all Smallwares. The University will provide what it currently owns and any additions to the par will be the responsibility of the Contractor. Title and ownership of all the additions and subsequent purchases belongs to the University, including but not limited to china, glassware, flatware, trays, and kitchen utensils. The Contractor shall be responsible for furnishing like replacements as necessary to assure continuity of operation. Such replacements will be the property of the University
- 4.2.3 Items initially furnished by the University as specified in the sections above shall be listed on a basic inventory approved jointly by the University and the Contractor at the start of the Contract. Subsequent changes, additions, or deletions to the basic inventory shall be in writing and approved jointly by the parties. On the annual anniversary date of the Contract and at the termination date of the Contract, a joint inventory shall be taken by the University and the Contractor to verify the correctness of the inventory.
- 4.2.4 The University will provide adequate ingress and egress, including reasonable access to the corridors, passageways, loading platforms, and elevators.
- 4.2.5 The University will maintain and repair the building structures in the areas assigned for the Contractor's use, including painting; the maintenance of water, steam, sewer and electrical lines, grease traps, ventilation, and air conditioning; electrical lighting fixtures; space heating systems; walls and ceilings; provided that the Contractor shall bear the expense of repairs necessary because of his own or his employees' fault or negligence. The Contractor is responsible to notify the University, in writing, of any conditions which require correction in order to meet Health and Safety codes.
- 4.2.6 The University will provide office space and furnishings for administrative activities such as purchasing, invoice reconciliation, payroll, and menu pricing. All existing office furnishings will remain University property. All computer equipment will be the responsibility of the Contractor. The available food space and facilities shall be returned to the University at the end of the contract in a condition correspondent to the status existing at the time of entering into the contract, or as improved during the term of the contract, reasonable wear and tear excepted. The University will not be responsible in any manner for loss or damage to the Contractor's stored supplies, materials, or equipment or for any of the Contractor's employees personal belongings brought onto the premises.

The Contractor will be responsible for setting and placement of furnishings in dining halls and at select catered events.

- 4.2.7 University shall be responsible for all costs related to the electronic meal program identification system, including hardware, software and on-going supplies.

## 4.3 Utility Outages

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The University cannot guarantee the uninterrupted provision of the above utilities and service except to ensure that all reasonable and diligent efforts will be pursued in restoring the interrupted service. The University shall not be liable for revenue loss which may result from the interruptions or failure of the above service.



Contractor will keep on hand 1-2 days of food so that dining services can continue during utility outages and/or emergencies.

## 5. Article 5 - Restrictions to the Contractor

### 5.0 Removal of Equipment

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The Contractor may not remove any University equipment from the premises without written permission from the Contract Administrator.

### 5.1 Advertising

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The Contractor will maintain all terms and conditions of this Contract in the strictest of confidence and will not in any manner use the designated University food service facilities for advertising, publicity, marketing, or public relations purposes without the prior written approval of the Contract Administrator.

### 5.2 University Use of Facility

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The University reserves the right to use the dining area of any food service facility covered under this Contract at times other than the service periods and following or before the scheduled operating hours at any time for special occasions, meetings, or other assemblies. After each use, the space will be cleaned and rearranged without any additional expense to the Contractor.

### 5.3 University's Access to Facility

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The University and its authorized representatives shall have, at all times, access to spaces assigned to the Contractor. The University will maintain a complete set of keys to the facilities. The University shall provide keys to the Contractor for any new equipment, key, or lock changes. Should the Contractor purchase an item that will be locked, the University shall be provided with all necessary keys. Contractor and its employees are subject to facility access policies and procedures established by the University.

### 5.4 Spatial Modifications

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The Contractor shall not perform any modifications to the food service facility without the prior written approval of the University. The University will consider reasonable suggestions from the Contractor for modifications desired but will decide upon them at its sole discretion. Any major modifications or renovations to existing structural, electrical, ventilation or other building systems will be performed by the University consistent with University standards and procedures.

### 5.5 Unauthorized Use

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The Contractor may not prepare food and/or beverages on the premises for sale or use for any purpose not covered by this Contract, unless approved in writing by the University in advance.

## 5.6 Hiring or Use of Employees

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The Contractor may not hire University's management employees for the length of the Contract and for the first full year thereafter, without prior approval of University.

University acknowledges that Contractor's salaried employees are essential to Contractor's core business of providing management services and are familiar with Contractor's operating procedures and other information proprietary to Contractor. Therefore, University shall not, without Contractor's prior written consent, solicit for employment, hire, make any agreement with, or permit the employment in any facility owned or controlled by University, of any person who is or has been a Contractor salaried employee assigned to the Services at the Premises, within the earlier of one (1) year after such employee terminates employment with Contractor or within one (1) year after termination of this Agreement. If University hires, makes any agreement with or permits employment of any such employee in any University operation providing food service within the restricted period, it is agreed by University that Contractor shall suffer damages and University shall pay Contractor as liquidated damages, and not as a penalty, an amount equal to two (2) times the then-current annual salary of each employee hired by University. This sum has been determined to be reasonable by both parties after due consideration of all relevant circumstances. This provision shall survive termination of this Agreement.

## 6. Article 6 - General Terms

### 6.0 Term of Contract

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- 6.0.1 The proposed initial term for contract services will commence on July 1, 2019 and will be for five (5) years with the option of five (5) one (1) year extensions, upon the same terms and conditions, including any financial adjustments in accordance with this Contract, to be exercised upon mutual agreement of University and Contractor.
- 6.0.2 University and Contractor shall participate in a transition meeting, 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, University and Contractor agree to participate in Expectations Sessions throughout the term of this Agreement with a minimum of one (1) per contract year.

### 6.1 Documents Are Binding

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The RFP, proposal response, proposal response addenda, this Contract and supplemental agreements as defined in 1.1.4 represent Contract Documents. If conflicts in the Contract Documents exist between separate documents, the language in the Contract will take precedence.

### 6.2 Provisions Separable

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Each provision of this Contract is separable from the whole and, if one provision is held invalid, the remaining provisions shall remain in effect.

### 6.3 Amendments to This Contract

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The terms and provisions of this Contract shall not be changed or terminated orally. No oral statement of any person shall, in any manner or degree, modify or otherwise affect the terms and provisions of this Contract. All provisions of this Contract shall remain in effect throughout the term hereof unless the parties agree, in a written document signed by an authorized signatory of both parties, to amend, add or delete any provision. Email correspondence shall not qualify as a written document signed by an authorized signatory.

### 6.4 Extras

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Except as otherwise provided, services that are not required under this Contract will not be compensated for unless such extras and the prices for them have been authorized in advance in writing by the University.

### 6.5 Termination of Contract

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- 6.5.1 Termination for Convenience

The University may terminate the Contract at any time by giving ninety (90) days written notice to the Contractor. Termination shall be scheduled so that it does not fall prior to the end of a semester. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

The Contractor may terminate this agreement without cause upon no less than ninety (90) calendar days' written notice. Termination shall be scheduled so that it does not fall prior to the end of a semester. Upon any such termination, the occupancy of University Premises will end; and the Contractor agrees to waive any claim for damages arising as a result of such termination. All fees due to Contractor will be prorated in accordance with the date of termination and Section 7.

#### 6.5.2 Termination for Cause

The University may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the University shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. If University breaches a material provision hereof ("Cause"), Contractor shall give University written notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure to make payment when due, or thirty (30) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specified period, Contractor shall have the right to terminate this Lease 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 Contractor at law or in equity.

#### 6.5.3 Return of Facilities Upon Termination

The Contractor will relinquish occupancy of the food facility to the University upon the effective date of termination and will return all facilities, equipment, and other items furnished by the University in the condition in which received, reasonable wear and tear excepted.

Additionally, the University will have the option, to be exercised at its sole discretion, of buying, at the lower of either the depreciated cost or fair market value, some or all equipment owned and used by the Contractor in operating the University facility, if any. The Contractor will be responsible for all losses and damages to the food facility resulting from its default, failure, or negligence during the term of this Contract.

#### 6.5.4 Damages to Facilities and Equipment

If, within thirty (30) days of termination of this Contract, the University determines that any part of the facilities and/or equipment are damaged, and that such condition was not readily evident at the time of the termination, the University reserves the right to have the (prior) Contractor pay for repairs to said damaged facilities and/or equipment. This clause shall survive the expiration of this Contract.

### 6.6 Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

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## 6.7 Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Third Judicial District Court, Parish of Lincoln, State of Louisiana or the US District Courts in Louisiana.

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## 6.8 E-Verify

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

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## 6.9 Record Ownership

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

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## 6.10 Commissioner's Statements

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

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## 6.11 Contractor's Cooperation

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

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## 6.12 Nonassignability

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the University, except that Contractor may, without prior approval and without released from any of its responsibilities hereunder, assign this Contract to any affiliate or wholly-owned subsidiary of Contractor. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University.

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## 6.13 Auditors

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

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## 6.14 Fiscal Funding

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

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## 6.15 Discrimination Clause

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

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## 6.16 Continuing Obligation

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

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## 6.17 Eligibility Status

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.



## 6.18 Notices

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Any notices required to be delivered hereunder shall be deemed to have been sufficiently given under the following conditions:

- 6.18.1 If given by the Contractor to the University, it shall be 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 as follows:

SodexoMagic, LLC  
Attention: Lorna Donatone  
Executive Vice President  
9801 Washington Boulevard  
Gaithersburg, Maryland 20878

and

SodexoMagic, LLC  
Attention: Law Department  
9801 Washington Boulevard  
Gaithersburg, Maryland 20878

and/or to such other persons or placed as either of the parties may hereafter designate in writing. 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.

- 6.18.2 If given by the Contractor to the University, it shall be sent by certified mail addressed as follows:

Martin Lemelle  
Chief Operating Officer  
Grambling State University  
Finance and Administration Office  
403 Main Street  
PO Box 605

## 7. Article 7 - Financial Arrangement

### 7.1 Introduction

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

### 7.2 Capital Investment and Compensation

#### 7.2.1 Capital Investment by Contractor

In consideration of University's agreement to enter into this Agreement with Contractor under the terms set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor shall (i) not later than July 1, 2019, make a financial commitment in an amount of Four Million Dollars (\$4,000,000) (the "Fiscal Year 2020 Capital Investment") and (ii) upon commencement of Year Two of the Agreement (i.e., on July 1, 2020), make a financial commitment in an amount of Five Million Dollars (\$5,000,000) (the "Fiscal Year 2021 Financial Commitment" and, together with the Fiscal Year 2020 Capital Investment, the "Capital Investment"), each of which shall be used by University for dining facility renovations and for the purchase and installation of dining services equipment, area treatment, signage and marketing materials and other costs (including payment of any and all professional architectural and design services for layout of current and/or future facilities) associated with the dining services program on University's premises, in each case as more specifically set forth below:

Location	Project	Investment	Timing
Tiger Food Court	Chick-fil-A	\$1,000,000	November 2019
Tiger Food Court	Firehouse Subs	\$500,000	October 2019
Tiger Food Court	Pizza Hut	\$100,000	Summer 2019
	Food Truck	\$100,000	Summer 2019
	Technology	\$300,000	Summer 2019
	Unrestricted Capital	\$2,000,000	Summer 2019
	<b>2019-20 Investment</b>	<b>\$4,000,000</b>	
McCall Dining Hall	Renovation	\$4,000,000	Summer 2020
Library	Starbucks	\$1,000,000	2020
	<b>2020-21 Investment</b>	<b>\$5,000,000</b>	
	<b>Total Investment</b>	<b>\$9,000,000</b>	

Each segment of the Capital Investment shall be amortized on a straight-line basis at no interest over a period of months equivalent to the number of full months remaining until June 2029, commencing upon completion of expenditure of the respective Capital Investment. The Unrestricted Capital portion of the 2019 Capital Investment shall be used at the discretion of the University for purposes related to its general educational mission.

All expenditures of the Capital Investment shall be made at University's sole discretion, and Contractor shall have no ownership or other interest in any improvements, equipment or other goods or services purchased with the Capital Investment.

Upon expiration of this Contract or termination or cancellation of this Contract by either party for any reason whatsoever prior to the complete amortization of the Capital Investment (or any Capital Investment segment), University shall reimburse or cause the successor contractor to reimburse Contractor for the outstanding unamortized balance of all such Capital Investment segments within 120 days of the date of expiration or termination. The University will not be responsible for repayment of the unamortized Capital Investment in the case of Contractor bankruptcy.

The foregoing Capital Investment is subject to the assumptions and other specifications set forth in Attachment 2, attached hereto and incorporated herein.

In the event Contractor becomes aware of a potential cost overrun on any of the projects itemized above, Contractor will work collaboratively with the University on a financial solution that does not increase the cost to the University.

7.2.2 Impact Funds (Unrestricted Annuals) to be provided by September 1<sup>st</sup> of each Contract Year

This fund will provide a resource for the University and Contractor to use at its discretion to fund areas such as:

- ◆ STEM Gambling
- ◆ Fundraising Events
- ◆ Technology Pilots
- ◆ Speaker Series
- ◆ Entrepreneur Challenges
- ◆ Marketing
- ◆ Student Engagement
- ◆ Student Catering
- ◆ Student Internships
- ◆ Scholarships
- ◆ Refresh of the Dining Facilities

The Impact Funds shall amount to the following each year:

- ◆ Year 1: \$200,000
- ◆ Year 2: \$300,000
- ◆ Year 3: \$400,000
- ◆ Year 4: \$700,000
- ◆ Year 5: \$700,000
- ◆ Year 6: \$1,000,000
- ◆ Year 7: \$1,000,000
- ◆ Year 8: \$1,000,000
- ◆ Year 9: \$1,000,000
- ◆ Year 10: \$1,000,000

7.2.3 Guaranteed minimum commissions on all operations:

GRAMBLING STATE UNIVERSITY

- ◆ Meal Plans (board only): 18.5% of Net Sales
- ◆ Cash, Charge and Tiger Bucks: 15% of Net Sales
- ◆ Catering and Conferences: 15% of Net Sales
- ◆ Concessions: 15% of Net Sales

Contractor shall pay the commission due to University within fifteen (15) days following the end of each Accounting Period.

**7.24 Payments and In-kind Contributions**

Commencing July 1, 2019 and annually thereafter during the term of this Agreement, Contractor shall make available to University the following In-Kind Contributions:

- ◆ Annual Equipment Replacement Fund: Contractor shall provide an annual contribution of Two Hundred Thousand Dollars (\$200,000) to the University for University's use in replacing dining services equipment.
- ◆ Annual Equipment Repair Fund: Contractor shall provide an annual contribution of Fifty Thousand Dollars (\$50,000) to the University for University's use in repairing dining services equipment.
- ◆ Annual Utilities Fund: Contractor shall provide an annual contribution of Seventy-five Thousand Dollars (\$75,000) to the University for University's use in paying for utility requirements.
- ◆ President's Recognition Fund: Contractor shall provide an annual contribution of Twenty Thousand Dollars (\$20,000) to the University to be used at the President's discretion.
- ◆ President's Catering Fund: Contractor shall provide an annual contribution of Twenty Thousand Dollars (\$20,000) to the University to be used at the President's discretion for catered events. This contribution will increase by CPI annually.
- ◆ Student Food Insecurity Fund: Contractor shall provide an annual contribution of Twenty-five Thousand Dollars (\$25,000) to the University to be used at the President's discretion.
- ◆ Each of the In-Kind Contributions referenced in this Section 7.2.4 shall be amortized on a straight-line basis over fifty-two (52) weeks commencing with the date the funds are made available to University. Any unused amounts below at the end of the year, from the contributions below, shall be available for use in subsequent years and shall be retained by University upon expiration or termination of this Agreement.

**7.25 Civil Employee Reimbursement** – Contractor acknowledges that there are two (2) current University hourly employees who reserve the right to remain on University's payroll. In the event such employees elect to remain on University's payroll, Contractor will reimburse University for the wages and benefits of such employees in the amounts set forth below.

**7.2.6** Amounts set forth below are annual estimates as of the date of this agreement. Contactor agrees to reimburse the University for any Increases as required by Civil Service, State of Louisiana or Federal Regulations. The University will invoice the Contractor monthly for the total cost of employees. Contractor will pay invoices within 30 days of the date of the invoice.

	Annual	Annual		Taxes and	
	Salary	Overtime	Total	Benefits	
Position	Salary	Estimate	Salary	35%	Total
Administrative Coordinator 3	\$ 38,789	\$ 4,000	\$ 42,789	\$ 14,976	\$ 57,765
Food Service Specialist 3	23,164	4,000	27,164	9,507	36,671
<b>Total</b>	<b>\$ 61,953</b>	<b>\$ 8,000</b>	<b>\$ 69,953</b>	<b>\$ 24,484</b>	<b>\$ 94,437</b>

- ◆ Year 1: \$94,437

- ◆ Year 2: \$97,270
- ◆ Year 3: \$100,188
- ◆ Year 4: \$103,194
- ◆ Year 5: \$106,290
- ◆ Year 6: \$109,478
- ◆ Year 7: \$112,763
- ◆ Year 8: \$116,146
- ◆ Year 9: \$119,630
- ◆ Year 10: \$123,219

### 7.2.7 Capital Campaign/Fundraising

Contractor will provide an annual in-kind donation from the Impact Fund for an annual fundraising/capital campaign event. The donation will include catering and entertainment and/ or a keynote speaker for the event. Estimated value for these services will \$1,500,000. Earvin "Magic" Johnson will be a keynote speaker every other year of the contract and Contractor will identify additional keynote speakers and/or entertainment for the alternate years.

## 7.3 Board Plans

Based on 242 operating days for the seven-day plans and, 175 operating days for the five-day plan. The seven day meal plans will be billed at \$14.37 per student per day, and the five day plan will be billed out at \$17.59 per student per day, with Tiger Bucks billed to the University on an as-used basis, and any remaining Tiger Bucks at the end of the year belonging to the University. University grants Contractor the exclusive right to provide University with meals related to meal plans, debit card points, and flex points for University to resell to its students, faculty and staff at a specified rate per meal or daily rate. Descriptions of the plans can be found below:

- ◆ *Tiger 24/7 Day Silver Plan*: Unlimited access to McCall Anytime Dining/Student Engagement Commons during all operating hours plus two guest passes and \$100 in Tiger Bucks per semester.
- ◆ *Tiger 24/7 Day Gold Plan*: Unlimited access to McCall Anytime Dining/Student Engagement Commons during all operating hours plus four guest passes and \$200 in Tiger Bucks per semester.
- ◆ *Tiger 24/7 Day Platinum Plan*: Unlimited access to McCall Anytime Dining/Student Engagement Commons during all operating hours plus six guest passes and \$300 in Tiger Bucks per semester.
- ◆ *Tiger 24/5 Day Plan (for commuter students and students living in a residence not required to purchase a meal plan)*: Unlimited access to McCall Anytime Dining/Student Engagement Commons during all operating hours, Monday – Friday, plus three guest passes and \$300 in Tiger Bucks per semester.

### 7.3.1 Commuter Students, Faculty and Staff Meal Plans

- ◆ Block 100: 100 meals per semester Monday-Friday at a cost of \$5.00 per meal.  
Cost: \$500/semester
- ◆ Block 50: 50 meals per semester Monday-Friday at a cost of \$6.00 per meal.  
Cost: \$300/semester
- ◆ Block 25: 25 meals per semester Monday-Friday at a cost of \$7.00 per meal.  
Cost: \$175/semester
- ◆ Block 10: 10 meals per semester Monday-Friday at a cost of \$8.00 per meal.  
Cost: \$80/semester

### 7.3.2 Partial Service Days

- ◆ Charges for partial service days, outside of the 242 board service days, shall be based on a fraction of the resident dining rate as follows:
  - Breakfast: 10% of cost per student per day rate
  - Lunch: 30% of cost per student per day rate
  - Dinner: 30% of cost per student per day rate
  - Overnight: 30% of cost per student per day rate
  - = If Contractor does not open or complete an entire 24-hour day of service (established as 242 days), the cost per student per day rate shall be reduced in accordance with the percentages and missed meals outlined above. Hours for each meal period can be found in 7.3.3.
  - = Students arriving early for the Fall semester (e.g. football team, band, volleyball team, etc.) will be provided meals out of McCall Dining Commons. The University will be charged the cost per student per day rate times the meal period percentages above for meal periods served (e.g.  $\$14.37 \times 70\% = \$10.06$ ).

7.3.3 Cash door rates will be accepted at this location during all day parts.

- ◆ Door Rates at McCall Anytime Dining/Student Engagement Commons
  - Breakfast (6 a.m. – 11 a.m.): \$5.95
  - Lunch (11 a.m. – 5 p.m.): \$8.95
  - Dinner (5 p.m. – 2 a.m.): \$10.95
  - Overnight (2 a.m. – 6 a.m.): \$8.95
- ◆ Day Passes at McCall Anytime Dining/Student Engagement Commons: \$19.99
  - The day passes vary from traditional guest passes in that they would allow non-meal plan holders unlimited access over a 24 hour period to the McCall Anytime Dining/Student Engagement Commons.

7.3.4 Summer Meal Plan Rates:

There will be two summer sessions each year with approximately 33 board service days each. Meals Plans for these 33 service days will provide breakfast, lunch and dinner out of McCall Dining Commons seven days a week. The summer session Meal Plans will be billed to the University at \$14.37 per student per day.

## 7.4 Operating Budget

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

## 7.5 Financial Reports

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On a monthly basis, Contractor shall provide to the University detailed operating statements, in a mutually agreeable format for both parties, (to include sales, Invoiced Amount for food, labor, direct costs, service management fee) showing all income and expenses for each of Contractors' 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. Contractor shall maintain books and records in accordance with generally accepted accounting principles. The operating statements submitted by Contractor may reflect certain internal Charges and allocations, which are applied on a consistent basis to Contractor accounts. Contractor shall retain all such records for a period of Seven (7) years. This provision shall survive termination of this Agreement.

## 7.6 Authorized Operating Expenses

Customary expenses, attributable directly to the operation of the University's food services, shall be paid for by the Contractor as a cost of business to be offset by revenues and reimbursed services. Expenses which are authorized are:

- ◆ Invoiced Amounts for goods and services, including food, beverages, merchandise, cleaning products, equipment, supplies and other contracted services
  - ◆ Salaries and wages.
  - ◆ Payroll taxes.
  - ◆ Employee health 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 coverage's specified herein. Specifically, Charges for worker's compensation and general liability insurance based on the average manual rates for such insurance in the geographic area of the Premises, and other insurance related to the Food/Dining Service provided herein.
- ◆ Amortization of the Capital Investment
- ◆ Information systems, software and software maintenance
- ◆ Overnight delivery, if necessary
- ◆ Sales, use and other taxes related to the Food/Dining Service (other than taxes collected and remitted by Contractor to a taxing authority)
- ◆ Training expenses (including travel) for employee assigned to the Food/Dining Service.
- ◆ Criminal background investigations and drug screening for Contractor's employees assigned to the Food/Dining Service at the Premises.
- ◆ Fees and expenses associated with the installation, implementation and ongoing operation of Branded Concepts operated by Contractor, including royalty payments payable to franchisors and licensors
- ◆ Commissions Paid
- ◆ Other items and contracted services as mutually agreed to be purchased on behalf of the Food/Dining Service
- ◆ Armored car service.
- ◆ Miscellaneous pre-approved expenses such as employee recruiting and menu printing.
- ◆ Depreciation charges for any equipment purchased by the Contractor (with prior approval from the University) and brought on site.
- ◆ Equipment maintenance and service contracts.

## 7.7 Unauthorized Items of Expense

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

- ◆ 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 Contractor 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.
- ◆ Relocation expenses of any of the Contractor's employees.
- ◆ Interest charges on any loans incurred by the Contractor, unless specifically authorized by the University.
- ◆ Modern charges and any extra telephone lines.
- ◆ Memberships in local or national groups of any type.
- ◆ Costs for any of the Contractor'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 Contractor's personal use of the facilities.

## 7.8 Responsibilities of Each Party

Item/Service	Provided By	Paid for By
Food Service Facilities, Major Equipment, Furnishings and Finishes	University	University
Utilities: Heating, Ventilation, Air Conditioning, Water, Sewer, Gas, and electric services.	University	Contractor (through \$75,000 annual fund)
Equipment Replacement and Depreciation	University	University
Exterior Building Maintenance	University	University
Equipment Maintenance and Service Contracts	University	Contractor
Initial Inventory of Smallwares, as Jointly Approved. University will hold title.	University	University
Replacements to Smallwares Inventory (title to be held by the University)	Contractor	Contractor
Office Furniture	Contractor	Contractor
Office Equipment (Computer, Copy Machine, etc.)	University	Contractor
Major Repair of Ceilings, Light Fixtures, and Carpeting	University	University
Extermination	University	Contractor
Trash Removal Services	University	University



Item/Service	Provided By	Paid for By
Grease and Exhaust Duct Cleaning	University	Contractor
Unclogging of Grease/Food from Wastewater Lines	University	Contractor
Regular, Daily Cleaning to the Level of Spotlessness (floors, walls, and all equipment, grease traps, hoods/ventilation in kitchens and serveries, dining room tables and chairs, offices, entrances)	Contractor	Contractor
Management Information System Point-of-Sale	University	University
Inventory, and production management hardware/software	Contractor	Contractor
All Food, Beverages, Labor Costs, Operating Supplies	Contractor	Contractor
Telephone Line Access, Computer/Data Lines	University	University
Signage and Decorations for Food Service Facilities	Contractor	Contractor
Parking*	University	Contractor
Daily Spot Cleaning of Dining Room Carpeting and Floor Areas	Contractor	Contractor
Periodic Major Cleaning of Floors (stripping, waxing, carpet shampooing)	University	University
Insurance Coverage as Specified by University	Contractor	Contractor
Banking Services	Contractor	Contractor
Transportation (trucks, vans)*	Contractor	Contractor
Credit Card and all bank Service Fees	Contractor	Contractor
Dining Card Access System Maintenance Fee	University	Contractor
Small Expendable Equipment	Contractor	Contractor
All Applicable State Taxes	Contractor	Contractor
PII Compliance	Contractor	Contractor
PCI DSS Compliance	Contractor	Contractor
Management Information System Point-of-Sale Contractor Employee Training (Blackboard)	Contractor	Contractor

The items and services identified in the preceding table are the responsibility of the party who is identified to the immediate right of the particular item or service. The particular item or service shall be paid for by the party to the immediate right of the responsible party for that given item or service.

\* The Contractor shall adhere to the University's delivery and parking restrictions.

**Grambling State University**

**ENTIRE CONTRACT AND AMENDMENTS**

This Contract and its Attachments (RFP and Proposal Response,) constitute the entire agreement of the parties and may not be changed other than by an agreement in writing signed by the parties.

Each individual executing this Agreement, on behalf of or as a representative of a party, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of such party and that this Agreement is binding upon University and Contractor in accordance with its terms.

The parties agree that this Agreement and subsequent Amendments may be executed using electronic contracting technology using symbols or other data in digital form and agree that such electronic signature is the legal equivalent of a manual signature binding the parties to the terms and conditions stated herein.

THUS DONE AND SIGNED AT Grambling, Louisiana on the day, month and year first written above.

GRAMBLING STATE UNIVERSITY SIGNATURE:

By: 

Title: Chief Operating Officer

CONTRACTOR SIGNATURE:

By:   
Lorna C. Donatone (Jun 13, 2019)

Title: Executive Vice President

UNIVERSITY OF LOUISIANA SYSTEM SIGNATURE:

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

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



**ATTACHMENT 1**

**Request for Proposal**

Incorporated by Reference



**ATTACHMENT 2**

**SodexoMAGIC Proposal Submittal**

Incorporated by Reference

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FINANCE COMMITTEE**

**June 27, 2019**

**Item J.2.** Louisiana Tech University's request for approval of a Cooperative Endeavor Agreement with Lincoln Outpatient Therapy Services, LLC.

**EXECUTIVE SUMMARY**

Louisiana Tech University is requesting approval of a Cooperative Endeavor Agreement to provide physical therapy and related services for Louisiana Tech University Athletics. The intent of the CEA is to promote the safety and well-being of Louisiana Tech University student athletes while minimizing expense to the University. The services will focus on rehabilitation of surgical and non-surgical orthopedic injuries and are estimated to be a minimum of 20 hours per week. Services will be provided by a certified and licensed Doctor of Physical Therapy (DPT) having a minimum of two years' experience and licensed by the State of Louisiana. Lincoln Outpatient Therapy Services will bill the private insurance of athletes and provide a minimum guarantee payment to Louisiana Tech of \$20,000 per year.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval of a Cooperative Endeavor Agreement with Lincoln Outpatient Therapy Services, LLC.*



J2

**LOUISIANA TECH**  
**UNIVERSITY**

OFFICE OF THE PRESIDENT

May 21, 2019

**RECEIVED**

MAY 29 2019

UNIVERSITY OF  
LOUISIANA SYSTEM

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

In accordance with Article VII, Section 14(c) of the Constitution of the State of Louisiana, Louisiana Tech University publically advertised a request for proposals to enter into a Cooperative Endeavor to provide physical therapy and related services for Louisiana Tech University Athletics. The intent of the CEA is to promote the safety and well-being of Louisiana Tech University student athletes while minimizing expense to the University.

After receipt and review of proposals, Louisiana Tech recommends that a Cooperative Endeavor be entered with Lincoln Outpatient Therapy Services, LLC, (LOTS). The CEA with Lincoln Outpatient Therapy Services will focus on rehabilitation of surgical and non-surgical orthopedic injuries. Services will be provided by a certified and licensed Doctor of Physical Therapy (DPT) having a minimum of 2 years experience and licensed by the State of Louisiana. Services will be provided on the Louisiana Tech campus and estimated to be a minimum of 20 hours per week.

LOTS will bill private insurance of athletes and share 60% of gross revenue generated from insurance claims on a quarterly basis with a minimum guarantee of \$20,000 per year. In addition to these services LOTS will provide services up to 4 hours per week for un-insured student athlete care.

The CEA begins on July 1, 2019 contingent upon approval of the Board of Supervisors for the University of Louisiana System and the Louisiana Division of Administration. The term of the agreement is for one year with the option to renew for two additional one-year terms.

We respectfully request approval to finalize the Cooperative Endeavor Agreement subject to approval of Board Staff, Counsel and the Louisiana Division of Administration.

Sincerely,

A handwritten signature in blue ink that reads "Leslie K. Guice".

Leslie K. Guice  
President

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

P.O. BOX 3168 • RUSTON, LA 71272-0001 • TEL: (318) 257-3785 • FAX: (318) 257-2928

AN EQUAL OPPORTUNITY UNIVERSITY

**STATE OF LOUISIANA**

**COOPERATIVE ENDEAVOR AGREEMENT**

THIS COOPERATIVE ENDEAVOR, made and entered into this 30<sup>th</sup> day of April, 2019 by and between *LOUISIANA TECH UNIVERSITY* of the State of Louisiana, hereinafter referred to as the "State", and *LINCOLN OUTPATIENT THERAPY SERVICES, LLC* officially domiciled at 1817 NORTHPOINTE LANE, *RUSTON LA 71270* hereinafter referred to as the "Contracting Party."

**WITNESSETH:**

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with ... any public or private association, corporation, or individual; "and

WHEREAS, the agency desires to cooperate with the Contracting Party in the implementation of the Project as hereinafter provided;

WHEREAS, the public purpose is described as providing physical therapy and related services within Louisiana Tech University Athletics and thus promoting the safety and well-being of Louisiana Tech University student athletes;

WHEREAS, any expenditure or transfer of public funds or property, taken as a whole, is not gratuitous as set forth herein; and

WHEREAS, the State has a demonstrable, objective, and reasonable expectation of receiving a benefit or value equal to or greater than the amount expended or transferred by receipt of the revenues generated to the University as well as the services provided to student athletes.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**Scope of Services**

Contractor hereby agrees to furnish the following services:

Pursuant to Louisiana Tech University Solicitation for Offers duly advertised and referenced by Solicitation Number 50012-420-19.

*All requirements, terms and conditions specified in the Solicitation for Officers and Response from Lincoln Outpatient Therapy Services, LLC are included in the Cooperative Endeavor by reference.*

*Specific Requirements are listed below, but all terms are included by reference herein.*

- Lincoln Outpatient Therapy Services, LLC will provide a certified and licensed Doctor of Physical Therapy (DPT) for all services rendered. The DPT must be licensed by State of Louisiana Board of Medical Examiners. The DPT must be certified by the Board of Physical Therapy with 2 years experience or equivalent as determined by Louisiana Tech University.
- The physical therapist will focus on the rehabilitation of surgical and non-surgical orthopedic injuries. They are expected to perform the duties of a Physical Therapist that include taking the patient history, conducting a systems review, perform test and measures to identify potential and existing problems. Provide the interventions to correct those problems. Conduct re-examinations, modify the interventions as necessary, and develop and implement discharge plans.
- Services will be provided Monday-Friday with specific times being set by Associate Athletics Director for Sports Medicine in coordination with Lincoln Outpatient Therapy Services and will begin at 20 hours per week. The hours per week can be altered due to patient load as the typical fiscal year begins with a lower patient load as the athletic seasons are just beginning. In the event the hours per week need to be increased or decreased due to demand, the Associate Athletics Director for Sports Medicine will coordinate this with a representative of Lincoln Outpatient Therapy Services, LLC within a two-week time period.
- Lincoln Outpatient Therapy Services, LLC will be providing resources to bill the student-athletes primary health insurance. Lincoln Outpatient Therapy Services, LLC will provide up to 4 hours per week for un-insured student-athlete care. Lincoln Outpatient Therapy Services, LLC will coordinate the uninsured student-athletes care with the Associate Athletics Director for Sports Medicine.

## **Payment Terms**

In consideration of the services described above,

Lincoln Outpatient Therapy Services, LLC will agree to pay Louisiana Tech University a minimum fee of *\$20,000.00 (Twenty Thousand Dollars) by the conclusion the 12 months of the University's fiscal year or the proportionate amount of time the contract is active.*

Lincoln Outpatient Therapy Services, LLC will share 60% of all gross revenue generated from insurance claims on a Quarterly schedule. The Quarterly schedule will be defined as; 1<sup>st</sup> Quarter is 7/1/2019 to 9/30/2019, 2<sup>nd</sup> Quarter is 10/1/2019 to 12/31/2019, 3<sup>rd</sup> Quarter is 1/1/2020 to 3/31/2020, 4<sup>th</sup> Quarter is 4/1/2020 to 6/30/2020 and so forth through the life of the contract.

Lincoln Outpatient Therapy Services, LLC will provide services to all student-athletes including those without insurance as coordinated with the Associate Athletics Director for Sports Medicine.



On the Quarterly schedule, Lincoln Outpatient Therapy Services, LLC will provide a report to Associate Athletics Director for Sports Medicine and Associate Athletics Director, Chief Financial Officer of patients seen, billable claims, and claims received.

Louisiana Tech University will provide specified staff support, facilities, equipment and supplies.

### **Taxes**

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number:

54-2099481

### **Remedies for Default**

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA – R.S. 39:1672.2 – 1672.4

### **Termination Clause**

The University may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

Lincoln Outpatient Therapy Services may terminate this Contract for cause based upon the failure of the University to comply with the terms and/or conditions of the Contract; provided that Lincoln Outpatient Therapy Services shall give the University written notice specifying the University's failure. If within thirty (30) days after receipt of such notice, the University shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then Lincoln Outpatient Therapy Services may, at its option, place the University in default and the Contract shall terminate on the date specified in such notice. The University may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of Lincoln Outpatient Therapy Services to comply with the terms and conditions of this contract; provided that the University shall give Lincoln Outpatient Therapy Services written notice specifying Lincoln Outpatient Therapy Services 's failure and a reasonable opportunity for Lincoln Outpatient Therapy Services to cure the defect.

### **Termination for Convenience**

The State may terminate the contract for convenience at any time by giving thirty (30) days written notice to the Selected Offeror. The Selected Offeror and University shall be entitled to payment for deliverables in progress under the terms of the contract.

Lincoln Outpatient Therapy Services may terminate the contract for convenience at any time by giving thirty (30) days written notice to the University. The University shall be entitled to payment for deliverables in progress under the terms of the contract.

### **Ownership**

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

### **Nonassignability**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State and the Office of Contractual Review.

### **Auditors Clause**

The Louisiana State Legislative Auditor, federal auditors and internal auditors of Louisiana Tech University, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts of Selected Offeror which relate to the resulting contract.

### **Term of Contract**

This contract shall begin on July 1, 2019 and shall terminate on June 30, 2020, and is renewable for two additional one-year renewal periods at any time by mutual written consent of both parties. The total contract period will not exceed three year.

### **Indemnification**

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

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

### **Commissioner's Statements**

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the SFO or SFO process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

### **Contractor's Cooperation**

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

### **SUBSTITUTION OF KEY PERSONNEL**

The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his offer.

### **Order of Precedence**

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the SFO its addenda's and Contractor's proposal) shall take precedence, followed by the provisions of the SFO, and then by the terms of the Contractor's proposal.

### **Governing Law**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the Solicitation for Offer; and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

### **Fiscal Funding**

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

## **Discrimination Clause**

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

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

## **Prohibition of Discriminatory Boycotts of Israel**

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

## **Non-Solicitation**

The STATE acknowledges that the CONTRACTOR has extended and shall continue to expend substantial time, effort and money in recruiting and training its employees, independent contractors and/or consultants necessary for providing services for the STATE. In consideration thereof, STATE shall not employ or solicit the employment of any current employee of CONTRACTOR during the term of the Agreement and for a period of one (1) year after termination of the Agreement for any reason whatsoever, unless the CONTRACTOR gives its prior written consent thereto.

## **Contingent of State Approvals**

**Despite anything to the contrary, this CEA is contingent on and subject to final approval by the Louisiana Office of State Procurement and the University of Louisiana System Board of Supervisors and shall not become binding or effective until such approvals are received.**

THUS DONE AND SIGNED AT Ruston, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of (enter date).

WITNESSES SIGNATURES: Louisiana Tech University SIGNATURE:

Carrie Launay  
Mary O. Lyons

By: Leslie K. Quice  
Title: President

WITNESSES SIGNATURES:

Sammy M. Brown  
Emily Gartin

CONTRACTOR SIGNATURE:

By: [Signature]  
Title: President

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FINANCE COMMITTEE**

**June 27, 2019**

**Item J.3.**      **McNeese State University's** request for approval to assess certain course fees in the Performing Arts Department per Act 293 of the 2017 Regular Session.

**EXECUTIVE SUMMARY**

Act 293 of 2017 authorizes the Board of Supervisors of the University of Louisiana System to establish, adjust, and increase certain fees through June 30, 2020.

As part of the music curriculum, certain performance arts courses require faculty to teach students one-to-one. Although costly to the institution, this type of close instruction is important to teach students to correctly apply what they have learned in larger instructional settings. In order to defray some institutional costs related to one-to-one instruction, McNeese requests approval to assess the following course fees:

- \$175 per course for music majors enrolled in private applied instruction on their primary instrument or for non-majors enrolled in private applied student courses.
- \$100 per course for music performance majors enrolled in private applied study of a secondary instrument required by their degree program.

These fees would generate approximately \$24,000 per year, and they would be restricted for the exclusive use of the Performing Arts Department. The funds would be spent for purposes such as for maintenance of pianos used for performances and rehearsals, updating of software and technology used for student accompaniment, new and updated recording equipment for student practice rooms, upkeep of practice rooms, and for other similar type costs incurred by the Department.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval to assess certain course fees in the Performing Arts Department per Act 293 of the 2017 Regular Session.*



**RECEIVED**

J3

JUN 06 2019

UNIVERSITY OF  
LOUISIANA SYSTEM

June 6, 2019

Dr. James B. Henderson, President  
University of Louisiana System  
1201 North Third Street  
Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Henderson:

Enclosed are copies of McNeese State University's request for approval to assess certain course fees in the Performing Arts Department as allowed by Act 293 of the 2017 Regular Session (HB 152).

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 27, 2019 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Enclosures





Office of  
Academic Affairs  
and Enrollment  
Management

Box 93220  
Lake Charles, LA 70609

Burton Business Center  
Rm 427, 450 Lawton Dr.  
Lake Charles, LA 70605

Phone: 337-475-5508  
1-800-622-3352 ext. 5508  
Fax: 337-475-5511

[www.mcneese.edu/  
academic-affairs](http://www.mcneese.edu/academic-affairs)

May 28, 2019

Dr. Daryl V. Burckel, President  
McNeese State University  
Box 93300  
Lake Charles, LA 70609

Dear Dr. Burckel:

I would like to submit the attached fee proposal to the UL System and Board of Regents for approval. The proposed fees are associated with music courses offered within the W.A. and Dorothy Hanna Department of Performing Arts. All of the courses listed are applied music courses or student recitals which are taught in a one-on-one manner (one teacher and one student), essentially independent studies. The revenue collected from these course fees will be utilized to fund recurring academic support expenses associated with the applied music program. Such expenses include; the maintenance of pianos used for performances, updating software and technology used for student accompaniment, new and updated recording equipment in student practice rooms, the upkeep of practice room equipment, the installation of a biometric or keycard entry system for the Shearman Fine Arts Center (which would allow music and art students after-hours access to the materials/facilities required for their studies), biometric/keycard locking systems for each individual practice room to ensure a safe environment for students practicing outside of normal building hours.

The proposed fees range from \$100.00 - \$175.00. Courses requiring the suggested \$175.00 fee are for private applied instruction for music majors on their primary instrument or for non-majors enrolled in private applied study. Courses requiring the suggested \$100.00 course fee are for music performance majors enrolled in private applied study of a secondary instrument as required by their degree program. There are three courses with the MUSC prefix requiring a proposed \$100.00 fee. These courses are Recitals for Music Majors which require the use of specialized facilities, the printing of an official university program, the moving and tuning of a piano, the use of sound reinforcement, audio recording instruments and technology required to record performances for accreditation standards for the National Association of Schools of Music, additional personnel required to operate both sound and lighting requirements as well as any stage movement that may be required.

To keep these fees in perspective, \$175 is still less than most universities charge for individual lessons. Also, \$175, plus applicable tuition, divided by 14 weeks of instruction breaks down to about \$30 per lesson. Anyone seeking private instructions at a local music store will pay \$80 to \$100 per lesson.

Sincerely,

Dr. C. Mitchell Adrian  
Provost and Vice President for Academic Affairs and Enrollment Management

**APPROVED**

Dr. Daryl V. Burckel, President  
McNeese State University

te: 5-29-19

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FINANCE COMMITTEE**

**June 27, 2019**

**Item J.4.**      **McNeese State University's** request for approval to allow a student referendum for a self-assessed Student Union Fee.

**EXECUTIVE SUMMARY**

The McNeese State University Student Government Association passed a resolution proposing a referendum for a student vote for the following:

**Student Union Fee:** a new student self-assessed fee in the amount of \$160 for the fall and spring semesters and \$80 for the summer semester for all full- and part-time students enrolled at McNeese.

If approved, the student vote would be held from September 30 - October 2, 2019 in conjunction with homecoming court elections. The fee will generate approximately \$2.1 million annually and be used for the design, construction, maintenance, and operation of a new student union facility.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval to allow a student referendum for a self-assessed Student Union Fee.*



**RECEIVED**

J 4

JUN 06 2019

UNIVERSITY OF  
LOUISIANA SYSTEM

June 6, 2019

Dr. James B. Henderson, President  
University of Louisiana System  
1201 North Third Street  
Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Henderson:

Enclosed are copies of McNeese State University's request for approval to allow a student referendum to vote for an increase of student self-assessed fees for the design, construction, maintenance, and operation of a new student union facility.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 27, 2019 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Enclosures

**SUMMARY OF INFORMATION REQUIRED WHEN REQUESTING PERMISSION TO ASSESS, INCREASE, AND/OR RENEW ADMINISTRATIVE/STUDENT FEES**

**Submitted by: Eddie P. Meche, Vice President of Business Affairs, McNeese State University**

**Submitted to Board of Supervisors for the University of Louisiana System**

**Proposed Fees to be assessed/increased**

**1. STUDENTS AFFECTED AND FEE:**

**Student Union Fee:** All full-time and part-time students would pay \$160 for the fall and spring semesters and \$80 for the summer semester. The fee would begin at 0 hours and would begin in the spring 2020 semester.

**2. TERMS OF ASSESSMENT**

The fee would be used to finance bonded debt, which is anticipated to have a term of 30 years, and would continue for the life of the bond issue. After the bonded debt is paid-off, the fee is anticipated to be adjusted to provide continued funding for the operation, maintenance, equipping, and staffing of the student union.

**3. ESTIMATED TOTAL ANNUAL REVENUES TO BE GENERATED:**

The fee is anticipated to generate approximately \$2.1 million annually.

**4. FUNDS IN WHICH REVENUES WILL BE RECORDED:**

A restricted fund would be created to account for the Student Union Fee separately. The funds placed in this account would be used exclusively to pay-off bonded debt and to operate, maintain, staff, and equip the student union facility.

**5. WHAT IS THE CURRENT BALANCE IN THIS FEE ACCOUNT?**

None. No fees have been collected; the fee would be new.

**6. IF THIS PROPOSED FEE REPLACES OTHER ASSESSED FEE(S) OR TRANSACTION CHARGES, WHAT IS THE AMOUNT OF THE FORGONE REVENUES?**

This fee does not replace other assessed fees or transactions.

**7. IF THIS ADMINISTRATIVE FEE IS REQUESTED TO OFFSET SPECIFIC COSTS ASSOCIATED WITH SACS OUTCOME ASSESSMENTS, PLEASE GIVE A DESCRIPTION OF THE EXPENSES REQUIRING THESE ADDITIONAL REVENUES BY OBJECT(S) AND FUNCTION(S).**

Fees are not administrative fees associated with a SACS outcome.

**SUMMARY OF INFORMATION REQUIRED WHEN REQUESTING PERMISSION TO ASSESS, INCREASE, AND/OR RENEW ADMINISTRATIVE/STUDENT FEES**

**8. IF THIS IS A REQUEST TO INCREASE AN EXISTING FEE, PLEASE EXPLAIN WHY THE INCREASE IS NEEDED AND HOW MUCH INCREASED REVENUE WILL BE GENERATED.**

This fee would not increase an existing fee; it would be new. The fee is expected to generate approximately \$2.1 million annually. The funds would be used to pay-off bonded debt and to operate, maintain, staff, and equip the student union building.

**9. INDICATE WHAT YOUR CURRENT FULL TIME MANDATORY ATTENDANCE FEES ARE AND WHAT THEY WILL BE IF THIS FEE IS APPROVED.**

Fall Semester:

- Present Full-time Mandatory Attendance Fees: \$4,021.23
- Add: Proposed Student Union Fee: \$160.00

Fall mandatory attendance fees, if fee is approved: \$4,181.23

Summer Semester:

- Present Full-time Mandatory Attendance Fees: \$2,207.40
- Add: Proposed Student Union Fee: \$80.00
- Mandatory summer attendance fees, if fee is approved: \$2,287.40

**10. GENERAL COMMENTS:**

**Student Union:** The current Student Union facility, known as the Old Ranch, has reached the end of its functional life. As such, it is outdated, is in need of significant renovations, and does not meet the standards of a modern university McNeese strives to be. The proposed student union would enrich the lives of all McNeese Students and improve the stature of the University system as a whole.



*McNeese State University*  
**Student Government Association**

Student Government Fall 2019 Homecoming Court Ballot

1. Senior Males
2. Senior Females
3. Junior Males
4. Junior Females
5. Sophomore Males
6. Sophomore Females
7. Freshman Males
8. Freshman Females

**STUDENT SELF-ASSESSED STUDENT UNION FEE:**

- 1) YES, to authorize the assessment of all full-time and part-time students a sum of \$160 for the fall and spring semesters and \$80s for the summer semesters and subsequent semesters at listed cost, beginning with the Spring 2020 semester, to provide the funds necessary to construct, maintain, operate, staff, and equip a new student union, where the main offices of all vital student organizations shall be held.
- 2) NO, do not assess students for a student union fee.

**LEGISTATION TO ENACT A STUDENT SELF-ASSESSED FEE FOR THE CONSTRUCTION OF A  
STUDENT UNION**

**WHEREAS**, the current student union, the Old Ranch, which as its name implies is old, outdated, and needs replacement.

**WHEREAS**, the current facilities are insufficient to meeting the needs of a modern student or growing the university to its fullest potential.

**WHEREAS**, pests have taken up residence in the Old Ranch, which leads to unwanted interactions with students, lowering their esteem in the University and its services.

**WHEREAS**, the enrollment numbers of McNeese have decreased in recent years. This signals that the campus is in need of revitalization, which a new student union would provide. It would help garner more attention among prospective students.

**WHEREAS**, a new student union would provide a centralized hub for students that would streamline their academic and social interactions. By providing a headquarters for major student organizations on campus, which would increase the visibility of these organizations and encourage participation.

**WHEREAS**, this enhanced student experience could only be accomplished by the construction of a new student union.

**Whereas**, monetary funding is required to construct, maintain, and operate a new student union on the McNeese State University main campus.

**THEREFORE, BE IT RESOLVED**, that the following referendum be decided by the McNeese State University student body in the Spring 2019 General Election, subject to prior authorization by the University of Louisiana Board of Supervisors:

1. **YES**, to authorize the assessment of all full-time and part-time students a sum of up to \$160 for the fall, spring, and summer semesters beginning with the Fall 2019 semester,

to provide the funds necessary to construct, maintain, operate, and equip a new student union. Where it shall hold the main offices of all vital student organizations.

2. **NO**, do not assess students for a student union fee.



House Bill SP-14  
Introduced: Spring 2019



Representative: Gavin LaBiche

## Self-Assessed Student Union Fee

Action Taken: Passed  
Signed: Gavin LaBiche

Erik Martzahn

Student Government President

Andrew Carruth

Student Government Treasurer

Hunter Little

Speaker of the Student House

# **Agenda**

3/20/19

**Call to Order**

**Pledge**

**Swearing in of Senators/Reps**

**Approval of Minutes**

**Committee & Branch Reports**

Student Services

President

Vice President

Treasurer

Speaker

- You can only miss two meetings without an excuse
- All legislation due by noon on Monday before the meeting
- Guest speakers only have five minutes

**New Business**

- House Bill SP19-15 – Nepali Student Association (NSA)

**Old Business**

- Self-Assessed Student Union Fee

**Open Forum**

**Guest Speakers**

**Announcements**

**Adjournment**

## **Legislative Meeting Minutes March 20th, 2019**

### **Call to Order**

Speaker Little called the meeting to order at 4:04pm

### **Moment of Silence**

Speaker Little led the Moment of Silence.

### **Pledge**

Speaker Little led the Pledge of Allegiance.

### **Swearing in of Senators**

Speaker Little swore in all new Senators.

### **Approval of Minutes**

Seeing no corrections, Speaker Little stated that the minutes stand approved.

### **Committee/Branch Reports**

#### **University Services Report**

Dr. Thomas announced that he will be hosting a luncheon next Thursday at 11:30 to 1pm to all students about open discussions involving issues on campus. He will also be giving out gift cards and food.

#### **President's Report**

Not here today

#### **Vice President's Report**

Vice President Arias announced that today will be the vote on the student union bill. He also announced that SGA elections are coming up and encouraged representatives to tell their members in their organizations to vote.

#### **Treasurer's Report**

Treasurer Carruth presented the budget.

#### **Speaker's Report**

Speaker Little reminded everyone guest speakers only have 5 minutes to talk. Only 2 meetings can be missed before the representative is replaced. Please silence your cell phones during the meetings. Legislation is due at noon the Monday before the meeting you wish to present at. New representative and

senators need to fill out an info sheet. If you are late to the meeting wait until the end to sign in.

### **New Business**

#### **House Bill SP19-15- Nepali Student Association**

Representative Sharma from the Nepalese Student Association presented the bill in order to receive funding to host Nepali Night for this semester which will be held April 9<sup>th</sup>. The total cost for the event is \$4,260.44, and they are requesting to receive \$3,000 from the Organization Fund to cover food for 400 people.

Representative Labiche motioned to send the bill to FBC for recommendation and the motion was seconded by Representative Ward. The motion was passed and the bill was sent to FBC for recommendation.

### **Old Business**

#### **Self-Assessed Student Union Fee**

Representative motioned to open the floor for discussion and the motion was seconded. The floor was open for discussion. There was then a motion for the floor to be closed to discussion so voting can begin. Representative Robledo motioned to send the bill along the process for consideration and the motion was seconded by Representative Castille. The bill was passed and sent along the process for consideration.

### **Open Forum**

Ryan Preatto thanked students for attending multicultural events last week and announced a variety of events that will be hosted next week.

### **Guest Speakers**

None

### **Announcements**

Representative Shaurav announced that a Holi event will be held next Wednesday from 12-3pm, which is a color festival.

Representative Lacombe announced a variety of events that Student Life Coalition will be hosting next week and during Spring Fling Week.

Representative from FFA announced that they will be hosting an Easter Egg hunt and that they are welcoming donations for the event and will be held April 6<sup>th</sup> from 10am-1pm.

Election Commissioner announced that campaigning has begun today and that voting will begin April 1<sup>st</sup> and end April 3<sup>rd</sup>.

**Adjournment**

Representative Robledo motioned to adjourn the meeting at 4:38pm and the motion was seconded by Representative Castillo. The meeting was adjourned at 4:38pm.

# Agenda

3/13/19

**Call to Order**

**Pledge**

**Swearing in of Senators/Reps**

**Approval of Minutes**

**Committee & Branch Reports**

Student Services

President

Vice President

Treasurer

Speaker

- You can only miss two meetings without an excuse
- All legislation due by noon on Monday before the meeting
- Guest speakers only have five minutes

**New Business**

- House Bill SP19-14 – Self-Assessed Student Union Fee

**Old Business**

**Open Forum**

**Guest Speakers**

- Laura Oliver – McNeese Autism Program

**Announcements**

**Adjournment**

# **Legislative Meeting Minutes**

## **March 13<sup>th</sup>, 2018**

### **Call to Order**

Speaker Little called the meeting to order at 4:04pm.

### **Moment of Silence**

Speaker Little led the Moment of Silence.

### **Pledge**

Speaker Little led the Pledge of Allegiance.

### **Swearing in of Senators**

Speaker Little swore in all new Senators.

### **Approval of Minutes**

Seeing no corrections, Speaker Little stated that the minutes stand approved.

### **Committee/Branch Reports**

#### **University Services Report**

Nothing

#### **President's Report**

President Martzahn talked about how filing ends today for running for SGA elections and that forms will be up here at the end of the meeting. He also yielded the floor to Kristian and said that as of today 3 people have filed and filing is available until the end of this meeting.

#### **Vice President's Report**

Vice President Arias expressed the importance of running if you want to and said that a bill will be brought up this meeting that will increase a student fee but that other measures that are being taken place to minimize other fees.

#### **Treasurer's Report**

Treasurer Carruth presented the budget.

#### **Speaker's Report**

Speaker Little reminded everyone guest speakers only have 5 minutes to talk. Only 2 meetings can be missed before the representative is replaced. Please silence your cell phones during the meetings. Legislation is due at noon the

Monday before the meeting you wish to present at. New representative and senators need to fill out an info sheet. If you are late to the meeting wait until the end to sign in.

### **New Business**

#### **House Bill SP19-14-Self-Assessed Student Union Fee**

Representative Labiche presented the bill and stressed the importance of replacing the Old Ranch and fixing the problems that it currently has. It would revitalize the campus and be beneficial towards recruiting other students. Vice President Arias clarified that this bill is only being voted on to be presented in front of the student body for a referendum. A representative motioned to table this bill until the next meeting and was seconded by Representative Thibodeaux. The bill was tabled for next meeting.

### **Old Business**

Nothing

### **Open Forum**

Nothing

### **Guest Speakers**

Laura Oliver from the McNeese Autism Program presented what their program does and that April is Autism Awareness. She discussed a variety of events that will be occurring in April and encouraged spreading awareness about these events or joining the team. April 6<sup>th</sup> will be the Autism Awareness Walk.

### **Announcements**

Representative Caitlin Lacombe announced events that will be hosted by SLC next week and also announced events that will be occurring during Greek Week.

Representative Dennison announced their 3<sup>rd</sup> annual celebrity Boxing Challenge that will be hosted by the McNeese Rodeo Team.

Representative from the Student Art Association announced a variety of artworks that will be available to view at the Grand Gallery.

### **Adjournment**

Representative Monceaux motioned to adjourn the meeting and the motion was seconded by Representative Ward. The meeting was adjourned at 4:32 pm.



**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FINANCE COMMITTEE**

**June 27, 2019**

**Item J.5.**      **Northwestern State University's request for approval of the NSU IncludEd Program.**

**EXECUTIVE SUMMARY**

Northwestern State University has developed a three-year plan to reduce textbook costs and associated materials for students. Northwestern has partnered with Follett Higher Education to provide digital delivery, rental, and/or purchase of materials. The program will provide an average cost savings of 62% per textbook. Students will have the option to opt out of the program and secure materials on their own. Northwestern has initially selected 135 textbooks that range from \$15 to \$155 per book.

The program was piloted in 2018-19 with the Math Co-Requisite classes. The program was met with tremendous success, and students provided positive feedback on having access to course materials on the first day of class.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval of the NSU IncludEd Program.*



J5

**June 5, 2019**

**Dr. Jim Henderson, President  
University of Louisiana System  
1201 North Third Street, 7-300  
Baton Rouge, LA 70802**

**Re: NSU IncludEd Program - Year 1**

**Dear Dr. Henderson:**

**Northwestern State University is submitting the attached *NSU IncludEd Program - Year 1* item to be placed on the agenda for approval at the June 2019 Board Meeting.**

**Thank you for your consideration.**

**Sincerely,**

**Dr. Chris Maggio  
President**

**Attachment**



## Provost & Vice President for Academic Affairs

Telephone (318) 357-5361  
FAX (318) 357-4517  
E-mail [vpaa@nsula.edu](mailto:vpaa@nsula.edu)  
[www.nsula.edu/provost/](http://www.nsula.edu/provost/)

Northwestern State University  
Natchitoches, Louisiana 71497

A Member of the University  
of Louisiana System

To: Dr. Chris Maggio, President

From: Dr. Vickie Gentry, Interim Provost and Vice President of Academic Affairs

Re: NSU IncludEd Program

Date: June 4, 2019

Attached is a spreadsheet outlining year one of Northwestern State University's response and plan per UL System initiative for a three-year plan to reduce textbook costs and associated materials. Our plan is in partnership with our University Bookstore provider, Follett Higher Education, and proposes that course fees be added to student tuition and fee accounts when they enroll in any of the courses included in year one. Follett will receive payment from NSU only after payment has been received from the student.

The highlights of this plan include:

1. 135 textbooks and all required course materials;
2. Average costs savings of 62%;
3. Inclusive access on the first day of classes of all materials;
4. Option for the student to opt out of the automatic course fee, and to secure materials on their own;
5. Includes digital delivery, rental, or purchase of materials. Any student who has digital delivery and wishes to purchase hardcopies has the option to do so at a reduced cost;

During Academic Year 2018-19, we piloted this program for students enrolled in our Math Co-Requisite classes with inclusive access to the Math textbook and myMathLab. The program was met with tremendous success, and students commented in course evaluations that they appreciated having access to course materials on the first day of class. 89.73 % of students in Math 1020/1021 passed with a C or better; 98.18 % of students in Math 1035/1036 passed with a C or better in both Fall and Spring semesters. This was a marked improvement from the previous AY 2017-18 where the pass rate for Math 1020 and 1035 hovered at 70 %. Professors and students believe this improved success was due, in large part, to accessibility of materials on the first day of class.

I am asking for this to be included on the UL System Board of Supervisor's agenda for consideration at their June 27, 2019 meeting.

Dept	Course Number	CourseName	TitleDescription	Retail New Price	Digital Included	ED course Fee	Purchase Print Included	Rental Included	Savings	% Saved
							ED course fee	course fee		
BIOL	1020	BIOLOGICAL PRINCIPLES I	Prin of Biology by Brooker 2nd edi (w/ Connect)	\$215.30		\$35.00			\$180.30	84%
BUAD	3270	International Business	International Business: Competing in the Global Marketplace by Hill 12th edi	\$191.74		\$100.00			\$91.74	48%
CIS	3100		Connect for Business Driven Info Systems connect with ebook - BALTZAN, Connect Online Access for Business Driven Information Systems, 6th ed. (2019)  NORDELL, SIMnet for Access 365/2019 Complete, Nordell SIMbook, Single Module Registration Code, 1st ed. (2020)	\$213.70		\$155.00			\$58.70	27%
COMM	2025		Art of Public Spreaking -- VS ebook	\$204.11		\$43.75			\$160.36	79%
Math	1020		Harshbarger, College Algebra in Context with IR & Worksheets, 2016, 1e	\$144.75		\$62.50			\$82.25	57%
MATH	1021		Harshbarger, College Algebra in Context with IR & Worksheets, 2016, 1e	\$144.75		\$62.50			\$82.25	57%
ACCT	2000	FINANCIAL ACCOUNTING	Financial & Managerial Accounting (w/Connect Plus) Loose Pgs	\$393.25		\$60.00			\$333.25	85%
ACCT	2010	MANAGERIAL ACCOUNTING	Financial & Managerial Acctg (LLF)(w/Connect Acc)	\$308.25		\$60.00			\$248.25	81%
ACCT	3060	INCOME TAXES	Fund of Taxation (LoosePgs)(w/Tax ACT CD-ROM Connect Access Card) 11th edi	\$232.25		\$110.00			\$122.25	53%
ACCT	3080	COST ACCOUNTING	Horngrren's Cost Accounting (LLF)(w/MyAccountingLab Access)	\$263.25		\$118.75			\$144.50	55%
ACCT	3180	INTERMEDIATE I	Intermediate Accounting (LoosePgs)(w/Connect)	\$342.75		\$63.75			\$279.00	81%
ACCT	3190	INTERMEDIATE II	Intermediate Accounting (LoosePgs)(w/Connect)	\$342.75		\$63.75			\$279.00	81%
ACCT	3200	INTERMEDIATE ACCOUNT III	Intermediate Accounting (LoosePgs)(w/Connect)	\$350.00	zero/free					
ACCT	4020	ADVANCED ACCOUNTING	Advanced Financial Accounting (w/Connect Access)	\$347.75		\$110.00			\$237.75	68%
ACCT	4080	AUDITING	Gen Combo U Auditing & Assurance Services	\$291.25		\$110.00			\$181.25	62%
ACCT	4120	FRAUD EXAMINATION	Fraud Examination	\$305.75		\$123.50			\$182.25	60%
ACCT	4140	CORP INCOME TAXES	Taxation of Business Entities (Connect Access)	\$183.25		\$110.00			\$73.25	40%
ACCT	4220	STATEMENT ANALYSIS	Financial Statement Analysis	\$223.50		\$43.75			\$179.75	80%
ALHE	1020	MEDICAL TERMINOLOGY	Stedmans Medical Terminology (w/Bind-in Access)	\$86.99				\$38.28	\$48.71	56%
ALHE	2200	CULT & ETHICAL INFLU/HLTH CARE	Purtilo: Ethical Dimensions in the Health Professions 6th	\$65.95				\$19.79	\$46.17	70%
ALHE	2400	FOUNDATIONS OF HEALTH CARE	Intro to Health Care - no access code - 4th edi - ebook only	\$182.75		\$27.49			\$155.26	85%

ALHE	3000	FOUNDATIONS OF PATIENT CARE	Intro to Health Care - no access code - 4th edi - ebook only	\$182.75	\$27.49		\$155.26	85%
ALHE	4230	HEALTH INFORMATICS	Informatics For Health Professionals (w/Navigate2 Access Code)	\$123.95	\$53.92		\$70.03	56%
ALHE	4630	HEALTHCARE ORGANIZATION AND MG	Introduction to Health Care Management	\$95.95	\$62.37		\$33.58	35%
ALHE	4910	INVASIVE CARDIO PROCEDURES	Kern: Interventional Cardiac Catheterization Handbook 4th + Sorajja, Lim & Kern: The Cardiac Catheterization Handbook 7th Cust Pkg	\$104.99		\$21.00	\$83.99	80%
ALHE	4920	CARDIOVASCULAR IMAGI EQUIPMENT	Kern: Interventional Cardiac Catheterization Handbook 4th + Sorajja, Lim & Kern: The Cardiac Catheterization Handbook 7th Cust Pkg	\$104.99		\$21.00	\$83.99	80%
ALHE	4950	MRI FOUNDATION & PATIENT CARE	MRI in Practice (w/Bind-in Access Code)	\$60.99	\$28.25		\$32.74	54%
BIOL	1010	BIOLOGICAL PRINCIPLES I	Prin of Biology by Brooker 2nd edi (w/Connect)	\$222.00	\$80.00		\$142.00	64%
BIOL	2250	ANATOMY/PHYSIOLOGY I NURS/ALHE	Anatomy & Physiology (LL)( W/Connect Acc)	\$221.75	\$80.00		\$141.75	64%
BUAD	2200	BUSINESS REPORTS & COMMUNICATI	Essen of Business Communication (w/Bind-In Access)	\$230.25	\$85.00		\$145.25	63%
BUAD	3260	BUSINESS LAW II	Legal Environment of Business	\$183.50	\$33.56		\$149.94	82%
BUAD	1800	INTRO TO INFO TECHNOLOGY	Exploring Microsoft Office 2016 (MyITLab Access)	\$132.25	\$97.50		\$34.75	26%
BIOL	2260	ANATOMY/PHYSIOLOGY II NUR/ALHE	Anatomy & Physiology (LL)( W/Connect Acc)	\$221.75	\$35.00		\$186.75	84%
BUAD	2120	BASIC BUS STATISTICS	Basic Statistics for Business and Economics by Lind, Marchal and Wathen, 9th Connect with e-text	\$176.76	\$104.00		\$72.76	41%
BUAD	1040	FUND BUS ENTERPRISE	Understanding Business (w/Out ConnectPlus Access)	\$218.50	\$100.00		\$118.50	54%
CFS	2090	PRESCHOOL PROGRAM ADMINISTRATION	Planning & Administering Early Childhood Programs	\$164.75	\$29.63		\$135.12	82%
CFS	2040	INFANT AND TODDLER DEVELOPMENT	Infant & Toddler Development & Responsive Program Plan...	\$92.25	\$29.63		\$62.62	68%
CFS	2500	CLASSROOM OBSERVATION IN CHILD DEVELOPMENT	Meaningful Curriculum for Young Children	\$88.25	\$29.63		\$58.62	66%
BUAD	4190	SM BUS ENTREPRENEUR	BYRD, Small Business Management: An Entrepreneur's Guidebook 8TH ED	\$300.33	\$100.00		\$200.33	67%
CFS	4140	FAMILY FINANCE	Focus on Personal Finance (w/Connect)(Loose Pgs)	\$196.75	\$104.00		\$92.75	47%
CFS	2000	CHILD DEVELOPMENT	Children (w/Connect Access Code)(Loose Pgs)	\$160.25	\$72.00		\$88.25	55%
CHEM	1030	GENERAL CHEMISTRY I	Burdge, Chemistry: Atoms First NSU (LL) w/Access (CUSTOM) 3rd ed. (2018)	\$138.75	\$80.00		\$58.75	42%
CHEM	1040	GENERAL CHEMISTRY II	Burdge, Chemistry: Atoms First NSU (LL) w/Access (CUSTOM) 3rd ed. (2018)	\$138.75	\$35.00		\$103.75	75%
CIS	4000	ADVANCED DATABASE SYSTEMS	Database Systems: Design, Implementation & Management	\$260.00	\$45.99		\$214.01	82%

CIS	4020	ADV OBJ ORIENTED PROG	Data Abstraction & Problem Solving with JAVA	\$192.25	na		\$57.68	\$134.58	70%
CIS	4030	WEB APPLICATIONS: CLIENT	Murach's JavaScript	\$54.50			\$16.35	\$38.15	70%
CIS	4040	CYBER FORENSICS	Gde to Computer Forensics & Invstgtns (LoosePgs)(w/Access) - 6th edi	\$146.75	\$75.00			\$71.75	49%
CIS	4070	DATA ANALYTICS	Introduction to Data Mining, 2ed, Tan et. al.	\$141.25	\$32.99			\$108.26	77%
CIS	4100	WEB APPLICATIONS: SERVER	Murach's PHP & MySQL	\$54.50			\$16.35	\$38.15	70%
COMM	2500	Interpersonal Communication	Reflect and Relate with GoReact - w/LaunchPad	\$125.00	\$69.29			\$55.71	45%
COMM	1010	ORAL COMMUNICATION	Floyd Public Speaking Matters (Custom) Access Code, 2nd ed.	\$118.00	\$72.00			\$46.00	39%
CULA	2010	FOOD SCIENCE	On Cooking (Update)	\$146.50	\$57.75			\$88.75	61%
CULA	3100	ADV PROF CULINARY PREP & PRES	On Cooking (Update)	\$146.50	\$57.75			\$88.75	61%
CULA	3070	QUANTITY FOOD PROD & SERV	ManageFirst: Prin of Food & Beverage Mgmt (w/Online Test Voucher)	\$77.25	\$15.81			\$61.44	80%
ECON	2000	PRIN ECON MACROECONOMICS	Economics (w/out Video Office Hours Printed Access Card)	\$409.50	\$123.50			\$286.00	70%
EET	1330	DIGITAL ELEC I	Digital Fund	\$268.00			\$120.00	\$148.00	55%
EET	3360	INSTRUMENTS & CONTROLS	Feedback Control of Dynamic Systems	\$267.75			\$120.00	\$147.75	55%
EET	4310	COMMUNICATION ELECTRONIC	Electronic Communications	\$200.00			\$95.00	\$105.00	53%
EET	4390	DIGITAL COMMUNICATIONS	Electronic Communications	\$200.00			\$95.00	\$105.00	53%
EET	1380	ALTERNATIVE ENERGY SYSTEMS	Renewable Energy Systems	\$146.25			\$65.75	\$80.50	55%
EET	1301	ELECT PRIN I LAB	Experiments in Basic Circuits: Theory & Application (Lab Man)	\$103.50			\$46.75	\$56.75	55%
EET	4300	MICROPROCESSOR FUNDAMENT	Microcontroller Theory & Applications with PIC18F	\$177.25			\$53.18	\$124.08	70%
EET	2321	BASIC ELECTRONICS LAB	Electronic Devices (Lab Exercise MNL)	\$93.00			\$42.00	\$51.00	55%
EET	1331	DIGITAL ELEC I LAB	Experiments in Digital Fundamentals	\$88.25			\$39.75	\$48.50	55%
EET	4350	AUTOMATION & CONTROL	Intro to Control System Technology	\$282.50			\$84.75	\$197.75	70%
EET	1300	ELECTRICAL PRIN I	Prin of Electric Circuits: Conv Current	\$256.75			\$77.03	\$179.73	70%
EET	2320	BASIC ELECTRONICS	Electronic Devices: Electron Flow Vers	\$241.50			\$72.45	\$169.05	70%
ENGL	1020	COMP & RHETORIC II	CM IA VS PDF ONL 6M Everything's an Argument with Readings 8e NWU	\$71.00	\$38.18			\$32.82	46%
EPSY	2020	INTRO TO CHILD & ADOLESCENT PS	Child M Series(w/out Connect Access)	\$132.00			\$60.00	\$72.00	55%
FIN	4020	FINANCIAL MARKETS AND INSTITUTIONS	Saunders, Connect Access Card for Financial Markets and Institutions, 7th ed. (2019)	\$170.00	\$104.00			\$66.00	39%
FIN	3090	BUSINESS FINANCE	Ross, Fund of Financial Management with Connect, 12th edi	\$180.50	\$55.00			\$125.50	70%
FIN	3100	Money and Banking	Money, Banking & Financial Markets	\$266.50	\$55.25			\$211.25	79%
GEOG	1010	WORLD REGIONAL GEOGRAPHY	World Regional Geography	\$211.50	\$50.25			\$161.25	76%
GEOG	1020	WORLD REGIONAL GEOGRAPHY	World Regional Geography	\$211.50	\$50.25			\$161.25	76%
HIST	1010	EARLY WLD CIVILIZAT	Essen World History, Volume I: To 1800	\$150.00	\$68.00			\$82.00	55%
HIST	1020	MODERN WLD CIVILIZATION	Essen World History (Text Only)	\$150.00	\$68.00			\$82.00	55%
HMT	1000	SURVEY OF HOSP AND TOUR	Intro to Hospitality (w/out Access Code)	\$160.00	\$31.56			\$128.44	80%

HMT	3020	Food and Beverage Mgt	Restaurant Concepts, Management & Operations	\$130.70		\$52.20	\$78.50	60%
HMT	4150	Legal asp of Hosp Tour MGT	Hospitality Law: Managing Legal Issues n the Hospitality Industry	\$82.00	na	\$32.80	\$49.20	60%
FIN	4200	Financial Policies and Practices	Ross, Fund of Financial Management with Connect, 12th ed	\$180.50	\$55.00		\$125.50	70%
HP	3560	PHYSIOLOGY OF EXERCISE	Powers Connect Access Card Exercise Physiology 10th ed. (2018)	\$125.00	\$64.00		\$61.00	49%
IET	1020	ENGINEERING TOOLS	Modern Metalworking	\$124.00		\$49.60	\$74.40	60%
IET	2400	TECHNICAL DRAFTING II	Parametric Modeling with Autodesk Inventor 2019	\$50.75		\$15.23	\$35.53	70%
IET	2740	ENGINEERING MATERIALS	Fund of Modern Manufacturing (LoosePgs)	\$175.50		\$120.00	\$55.50	32%
IET	2790	STATICS	Statics & Strength of Materials	\$255.25		\$106.30	\$148.95	58%
IET	3570	ENGINEERING ECONOMICS	Engineering Economy	\$258.00		\$77.40	\$180.60	70%
IET	3820	NULL	Ergonomics	\$239.50		\$71.85	\$167.65	70%
IET	4700	MANUFACTURING FACILITIES	Manufacturing Facilities	\$170.00		\$70.00	\$100.00	59%
IET	4720	QUALITY CONTROL	Quality	\$198.75		\$69.63	\$129.13	65%
IET	3740	ELEM OCCUPAT SUPER	Supervision (w/out Connect Access Card)	\$173.75		\$69.50	\$104.25	60%
IET	4730		Fund of Modern Manufacturing (LoosePgs)	\$175.50		\$120.00	\$55.50	32%
IET	2020		Modern Metalworking	\$124.00		\$49.60	\$74.40	60%
MATH	1035	CONTEMPORARY MATHEMATICS	Mathematics All Around (w/MML & SSM)	\$236.00	\$62.50		\$173.50	74%
MATH	1060	FINITE MATHEMATICS	Mathematics All Around (w/ Access Code & Solutions Manual)	\$236.00	\$62.50		\$173.50	74%
MATH	1090	TRIGONOMETRY	Trigonometry (w/MyMathLab with Pearson eTxt Access Code)	\$277.00	\$62.50		\$214.50	77%
MATH	1100	PRECALCULUS MATHEMATICS	Basic Technical Math with Calc (Loose Pgs)(w/MyMathLab)	\$224.25	\$62.50		\$161.75	72%
MATH	1810	TECHNICAL MATHEMATICS	Basic Technical Math with Calc (Loose Pgs)(w/MyMathLab)	\$224.25	\$62.50		\$161.75	72%
MATH	2010	SURVEY OF CALCULUS	Applied Calculus (w/out Access Code)	\$216.75	\$89.00		\$127.75	59%
MATH	2020	CALCULUS FOR ENGINEERING TECH	Basic Technical Math with Calc (Loose Pgs)(w/MyMathLab)	\$224.25	\$62.50		\$161.75	72%
MATH	2030	ELEM & MIDDLE SCH MATH	Math for Elementary Teachers (LoosePgs)(w/MML Access)	\$165.25	\$62.50		\$102.75	62%
MATH	2050	MATH OF STATISTICS	Elementary Statistics (Loose Pgs)(w/MyStatLab w/eTextAcc)	\$195.75	\$68.75		\$127.00	65%
MATH	4050		Math for Elementary Teachers (LoosePgs)(w/MML Access)	\$165.25	\$62.50		\$102.75	62%
IET	4820	PROD & INVENTORY CONTROL	Operations Management (w/out ConnectPlus)	\$299.00		\$93.70	\$205.30	69%
MGT	3580	OPERATIONS MANAGEMENT	Stevenson, Operations Mgt. Connect Standalone Access Card, 13th	\$180.50	\$104.00		\$76.50	42%
MGT	4300	STRATEGIC MANAGEMENT AND POLICY	Rothaemel, Strategic Management (w/Connect plus Acc) 4th ed.	\$136.00	\$100.00		\$36.00	26%
MGT	3220	ORGANIZATION & MANAGEMENT	Management (LL) w/Access (Custom) by Kinickl - 9th	\$173.50	\$100.00		\$73.50	42%
MGT	4350	International Compare Mgt	Global Comparative Management	\$116.00		\$55.00	\$61.00	53%
NURB	3224	INTRO NSG RESEARCH RN	Essen of Nursing Research (w/Access Code)	\$92.99		\$32.40	\$60.59	65%

NURB	4291	LEAD MANAGE PRACTICE RN	Leadership Roles & Mgmt Functions in Nursing (w/Bind In Acc)	\$83.99			\$26.99	\$57.01	68%
NUTR	1050	CHILD NUTRITION	Nutrition, Health & Safety for Young Children	\$152.75	\$29.63			\$123.12	81%
MGT	4450	Purchasing and Supply Mgt	Manufacturing Planning & Control	\$214.25	\$43.75			\$170.50	80%
NUTR	1030	HUMAN NUTRITION	Gen Combo II Human Nutrition Upd W/dietary Guidelines Connect Access Card	\$188.75	\$72.00			\$116.75	62%
PSYC	1010	GENERAL PSYCHOLOGY	King, Experiencing Psychology NSU Custom Access Code, 3rd ed.	\$118.00	\$72.00			\$46.00	39%
RADS	2210	RADIOLOGY INTRODUCTION	Adler: Intro to Radiologic & Imaging Sciences & Patient Care 7th	\$89.95			\$26.09	\$63.86	71%
RADS	3320	PATIENT CARE & PHAR MTHS	Adler: Intro to Radiologic & Imaging Sciences & Patient Care 7th	\$89.95	na	\$67.50		\$22.45	25%
RADS	3910	SECTIONAL ANATOMY	Kelley: Sectional Anatomy for Imaging Professionals 4th	\$122.00	na	\$91.50		\$30.50	25%
RADS	3920	RADIOGRAPHIC PATHOLOGY	Curtis: Mosby's Radiography Online: Radiographic Pathology, 2nd Edition	\$59.95	na		\$34.80	\$25.15	42%
RADS	4510	PROFESSIONAL IMAGING PRACTICES	McQuillen-Martensen: Radiographic Image Analysis 5th	\$101.00	na		\$29.39	\$71.62	71%
RADS	4530	RAD PROTEC & BIOLOGIC RESPONSE	Statkiewicz Sherer: Radiation Protection in Medical Radiography 8th	\$86.95	na		\$26.09	\$60.87	70%
RADS	5010	RESEARCH I	Educational Research	\$144.00	na		\$43.20	\$100.80	70%
RADS	5110	RESEARCH II	Preparing Literature Reviews	\$69.95	\$61.95		\$20.99	\$48.96	70%
RADS	5123	DATA COLLECTION AND ANALYSIS	Designing & Conducting Survey Research	\$81.50	\$46.00		\$24.45	\$57.05	70%
RADS	5310	OPERATIONS & RESOURCE MGT RAD	Intro to Healthcare Quality Management	\$102.00	\$42.50		\$30.60	\$71.40	70%
RADS	5330	INFORMATION MGT IN RAD SCI	Health Care Information Systems	\$105.00	\$73.25		\$31.50	\$73.50	70%
SBIO	1830	HONORS BIOLOGY I	Campbell Biology (w/out MasteringBiology Access)	\$283.50	\$106.25			\$177.25	63%
SOC	1010	Prin of Sociology	You May Ask Yourself: Core (w/ebk InQuizitive registration)	\$80.25	\$44.00			\$36.25	45%
SPAN	1010	INTROD TO SPANISH	CME LLF PLAZAS (w/Dictionary)(CUSTOM)	\$204.50	\$95.00			\$109.50	54%
SPAN	1020	ELEMENTARY SPANISH	CME LLF PLAZAS (w/Dictionary)(CUSTOM)	\$204.50	\$95.00			\$109.50	54%
SPAN	2010	INTERMEDIATE SPANISH	CME LLF PLAZAS (w/Dictionary)(CUSTOM)	\$204.50	zero/free			\$204.50	100%
SPAN	2020	INTERMEDIATE SPANISH	CME LLF PLAZAS (w/Dictionary)(CUSTOM)	\$204.50	zero/free			\$204.50	100%
STAT	4270	MATH STATISTICS I	Second Course in Statistics: Regression Analysis (w/CD)	\$230.75	\$41.50			\$189.25	82%
STAT	4280	REGRESSION ANALYSIS	Second Course in Statistics: Regression Analysis (w/CD)	\$230.75	\$41.50			\$189.25	82%
PSYC	2050	DEVELOPMENTAL PSYCHOLOGY	Santrock, Essentials of Lifespan Dev. (LL) w/Access(Custom), 5th	\$173.50	\$72.00			\$101.50	59%
								average savings	average savings
								\$114.44	63%



**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FINANCE COMMITTEE**

**June 27, 2019**

**Item J.6.** University of New Orleans' request for approval to enter into a lease agreement with Compass Group USA by and through Chartwells Division for operation of retail and dining services.

**EXECUTIVE SUMMARY**

University of New Orleans is requesting approval to enter into a ten-year lease agreement for the University's foodservice operations and facilities with Compass Group USA through Chartwells. Chartwells has committed to an initial capital investment of approximately \$2.5 million with ongoing investments and further considerations and commitments to the University throughout the term of the ten-year lease. The base lease will guarantee a monthly payment of \$17,916.67 and additional rent based on incremental sales with increased commissions based upon incremental gross sales ranging from 0% to 25%. Chartwells is providing an initial investment in excess of \$4 million for renovations and improvements.

The new agreement includes the following meal plans:

Galley All Access	\$1,906 semester
Privateer	\$1,797 semester
Freedom	\$2,163 semester
50 Block	\$721 semester
25 Block	\$407 semester

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans' request for approval to enter into a lease agreement with Compass Group USA by and through Chartwells Division for operation of retail and dining services.*



J6

THE UNIVERSITY *of*  
**NEW ORLEANS**  
**OFFICE OF THE PRESIDENT**

May 30, 2019

Dr. James B. Henderson  
President  
The University of Louisiana System  
1201 North Third Street  
Baton Rouge, LA 70802

Re: Lease Agreement with Chartwells

Dear Dr. Henderson,

I am requesting approval to enter into a lease agreement with Compass Group USA by and through its Chartwells Division for operation of retail and dining services on the campus of the University of New Orleans.

Thank you for your consideration.

Sincerely,

John W. Nicklow  
President



THE UNIVERSITY of  
NEW ORLEANS

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*Office of Business Affairs*

**TO:** John W. Nicklow  
President

**FROM:** Gregg Lassen *elb*  
Vice President for Business Affairs

**DATE:** May 30, 2019

**SUBJECT:** Request for UL System Board Approval

**Request for Board approval to enter into a lease agreement with Compass Group USA, by and through its Chartwells Division for the operation of retail and dining services on the campus of UNO.**

The University issued an RFP for a lease of space for the operation of retail and residential dining services in May 2018 with a bid opening date in September 2018. Proposals were received from the three major food service providers Aramark (current provider), Chartwells and Sodexo.

During the fall of 2018 and spring of 2019 a food service committee with cross representation of students, faculty and staff attended numerous meetings with the proposers to compare their visions, offerings, solutions, resources and financial commitments that would be made available to the university. The committee carefully studied all of the proposals and determined that the proposal from Chartwells was the most responsive and financially advantageous to the needs of the university.

The University intends to enter into this lease in accordance with the authority set forth in Louisiana Revised Statutes 17: 3361, et seq, which requires in particular part, construction of improvements to University facilities for the benefit of the University, its students, faculty and staff. Chartwells has committed to an initial capital investment of approximately \$2.5 million with ongoing investments and further financial considerations and commitments to the University throughout the term of the ten year lease.

The University desires to finalize negotiations (with UL system legal counsel oversight and approval) in time for this lease to commence on July 1, 2019. Capital improvements to the facilities would begin during summer 2019.

## **LEASE**

State of Louisiana  
Parish of Orleans

THIS AGREEMENT (the "Lease" or "Agreement") made and entered into effective as of the 1<sup>st</sup> day of July, 2019 ("Effective Date") by and between

THE UNIVERSITY OF NEW ORLEANS, a member of the University of Louisiana System, herein represented by John Nicklow, President, with a mailing address of 2000 Lakeshore Drive, New Orleans, LA, 70148 (hereinafter referred to as "Lessor" or "University" or "UNO"); and

COMPASS GROUP USA, INC., BY AND THROUGH ITS CHARTWELLS DIVISION, herein represented by Lisa McEuen, CEO, with a mailing address of 2400 Yorkmont Road, Charlotte, North Carolina 28217 (hereinafter referred to as "Lessee" or "Chartwells");

provides as follows:

### **WITNESSETH:**

WHEREAS, in response to a Request for Proposal for the Lease of Space for the Operation of the Retail and Residential Dining Services, Request for Proposal No. RHC2541 (herein referred to as "RFP"), Lessee has been selected as the lessee;

WHEREAS, the Lessor's operation of Retail and Residential Dining Services at the University of New Orleans Campus provides needed services for students, faculty, and staff, provide a revenue generating auxiliary for the University, contribute to the social environment of the University and play a role in the recruitment, retention, and overall satisfaction of the University's student; and

WHEREAS, University enters into this Lease in accordance with the authority set forth in Louisiana Revised Statutes 17: 3361, et seq., which requires, in particular part, construction by Lessee of improvements upon property owned by University, for the benefit of University, its faculty, students, and staff

NOW, THEREFORE, in consideration of (1) Lessee's obligation to construct improvements and make investments upon the Leased Premises, (2) the rental to be paid by Lessee during the term of this Lease, (3) the percentage of gross sales to be paid by Lessee during the term of this Lease, and (4) the

mutual benefits accruing to the parties under this Lease, the parties do enter into this Lease on the following terms and conditions:

## DEFINITIONS

- A. Academic Year: University Fiscal Year as defined in "E" below
- B. Agreement: This Agreement for the Lease of Space for the Operation of the University Campus Dining services
- C. Gross Sales: Except as otherwise stated in this paragraph, the total of all receipts of sales and commissions (regardless of payment method or source), less deductions for refunds, discounts, and appropriate sales taxes. No other deductions are applicable, except with respect to sales by subcontractors, Gross Sales include only the net amount received by Chartwells from the subcontractor.
- D. Lease Year: July 1 through June 30 of each year
- E. University Fiscal Year: July 1 through June 30 of each year

## ARTICLE I GENERAL OBLIGATIONS

### 1.0 General Obligations

Lessee shall lease from University certain property (defined herein below as the "Leased Premises" and shall conduct Campus Dining operations on said Leased Premises in accordance with the provisions of this Lease. Lessee shall construct improvements to the Leased Premises as set forth herein and shall maintain said improvements in accordance with the standards required by this Lease. In accordance with the provisions of this Lease, Lessee shall be obligated to furnish and install leasehold improvements, movable equipment, trade fixtures, and signage necessary to fulfill its obligations to run a university Campus Dining service. Subject to the provisions of Section 9.4, University grants to Chartwells, as an independent contractor, the exclusive right to provide and manage the University's food service program including catering service (manual food service hereinafter referred to as "Services," "Food Service" or "Food Service Program") on the University campus of the University of New Orleans (the "Campus") and the exclusive right to sell to students, employees, guests and other persons at such Premises food products, non-alcoholic beverages and other such articles ("Products") as shall be approved by the University. Menus and types of food to be served are subject to mutual agreement of the Parties. The East Campus and Research and Technology Park are not considered the Campus for purposes of this Agreement, but Lessee shall have the non-exclusive

right, but not the obligation, to provide catering service at those locations.

## **ARTICLE II PREMISES**

### **2.0 Leased Premises**

University hereby leases and delivers to Lessee, and Lessee hereby leases and accepts from University in consideration of the rental hereinafter set forth and of the agreements, conditions, covenants and terms of this Lease, the following described property, including all existing fixtures, improvements, and food service equipment, which shall be delivered to Lessee in clean condition, with all equipment in clean condition and in working order, and is otherwise provided AS IS with no guarantee:

University Center – Galley (dining & kitchen) 13,459.50 sq. ft., The Deck (includes Subway and Chick-Fil-A dining & kitchens and P.O.D. Express) 8,824.80 sq. ft., Brewed Awakening 438.60 sq. ft. and administrative offices 742.70 sq. ft., Library – Brewed Awakening 1,091.00 sq. ft., The Cove – (includes Sandbar, Moe’s and P.O.D. Market (dining and kitchens) 16,961.80 sq. ft., Pontchartrain Hall North – C-3 Express Convenience Store 433.70 sq. ft. and the Recreation & Fitness Center – Jamba Juice 1,258.10 sq. ft. for a grand total of 43,210.20 square feet.

### **2.1 Changes in Leased Premises**

In the event that the parties agree to amend the definition of Leased Premises to add or delete areas from the Leased Premises, any lease adjustments, such as Yearly Rent increases or decreases, necessary to accommodate such addition or deletion of any part of Leased Premises shall be evaluated and agreed upon by the Lessee and the University. All additions and deletions to the Leased Premises shall be effected by addendum to this Lease and may be approved on behalf of the University by the President of UNO or his designee.

## **ARTICLE III TERM**

### **3.0 Term**

This Lease is made for a term of ten (10) years, commencing on the Effective Date hereof (the “Commencement Date”) and ending at midnight on the final day of the ten (10) year period, subject to earlier termination in accordance with the provision of this Lease. At the

option of the University and upon written agreement with the Lessee, the lease may be extended for additional periods.

**ARTICLE IV  
RENT, COMPENSATION AND EQUIPMENT REPLACEMENT**

**4.0 Base Lease Payment**

Lessee shall guarantee to the University of New Orleans a base lease payment of \$17,916.67 per month, to be paid monthly in advance.

**4.1 Additional Rent**

Lessee agrees to pay University Additional Rent (a percentage commission), based on incremental sales, in which increased commission rates apply to incremental Gross Sales in excess of the thresholds reflected in the table below.

	Tier	Incremental Net Sales	Additional Percentage Commission %
Total System Sales	0	\$0 - \$5,000,000	0
Total System Sales	1	\$5,000,001 - \$6,000,000	14.5
Total System Sales	2	\$6,000,001 - \$8,000,000	20.0
Total System Sales	3	\$8,000,001 - \$15,000,001	25.0

Payments will be made annually to the University.

**4.2 Reimbursements**

Lessee shall pay up to \$135,000 in year one for reimbursements (utilities) as noted in the RFP (Utilities Fund"). This amount shall increase by the Consumer Price Index for each year of the contract. Assuming the Lease remains in effect for 10 years and based on assumed increase in the Consumer Price Index, Chartwells projects the 10 year contract total at \$1,647,627. Lessee shall pay for trash removal, and long distance telephone as reimbursements.

**4.3 Payment Schedule**

Under the terms of this lease, the Lessee will pay to the University monthly base lease payment. At the end of the University's fiscal year, the Lessee will pay to the University any additional rent that may be due based on the percentage(s) of Gross Sales. Reimbursements will be billed by the University monthly to the Lessee with payment due within thirty (30) days from billing. Any Signing Bonus, as described in

Section 7.0 will be due to the University within thirty (30) days of the execution of this Lease Agreement.

4.4 Equipment Repair and Replacement

Subject to the University's obligation to deliver the existing equipment as described in Section 2.0, Lessee is obligated to acquire and provide any equipment necessary to operate the Leased Premises and fulfill Lessee's obligations pursuant to this Lease. In satisfaction of that obligation Lessee may utilize certain Lessor-owned movable equipment, trade fixtures, and signage as agreed to by the parties. A perpetual list of the inventory so utilized by Lessee shall be kept by Lessee and University. Lessee shall determine those items which it wishes to utilize and which shall be placed on the inventory, but to the extent Lessee chooses not to utilize University-owned equipment, Lessee shall purchase and provide comparable or necessary equipment.

Lessee has budgeted \$45,000 in year one of the Lease for equipment repair ("Equipment Repair Fund"). This amount will increase by the Consumer Price Index annually. Assuming the Lease remains in effect for 10 years and based on assumed increase in the Consumer Price Index, Lessee projects the 10-year contract total at \$515,875. In the event the Equipment Repair Fund is not sufficient to meet repair and replacement needs, the parties shall negotiate in good faith regarding which party, if any, will furnish additional funding, and the terms upon which such funding will be provided.

4.5 Payment of Base Lease Payment, Additional Rent & Reimbursements

Checks for Base lease payments, Additional Rent, and other payments shall be payable to The University of New Orleans c/o the Office of Auxiliary Services and are to be submitted timely to:

Director of Auxiliary Services  
University of New Orleans  
2000 Lakeshore Drive UC 116  
New Orleans, LA 70148

Late payments shall be subject to penalties as described in Appendix B of the RFP.

4.6 Innovation Fund.

Commencing in July 2021, and continuing each year that the lease agreement remains in effect, Chartwells will provide an innovation fund of \$7,291.67 per month to be used for repair, replacement, and upgrade of UNO-owned food service equipment and facilities ("Innovation Fund"). All expenditures from the Innovation Fund shall



be mutually agreed upon by the Parties. The Innovation Fund shall accrue evenly each month. Monthly contributions not used by the end of each month will roll over to the next month. Any contributions not used in each lease year shall be carried forward to be used in any subsequent lease year. The Parties agree that there will be three check points throughout the Term (Year 4, 7, and 9) to ensure the funds are being utilized and spent on the food service program. These funds may be reallocated to other food service program needs by mutual consent to avoid a material surplus being accrued every year from which neither party benefits. Chartwells shall hold title to the improvements funded with the Innovation Fund, including smallwares, signage and technology utilized in the Dining Services Program. In the event of expiration or termination of the lease agreement, Chartwells will retain any accrued and unspent amount, and UNO shall have no further obligation with respect to the Innovation Fund as of the expiration or termination date. Chartwells will retain any surplus in the accrual at the end of the Term.

4.7 Internships

Chartwells' yearly labor model includes five paid internships per year at a line item labor cost of \$30,200 per year (annual resource fund of \$47,000). Assuming the Lease remains in effect for 10 years, Chartwells projects the 10-year contract total at more than \$470,000 including taxes and benefits. Chartwells will fill paid internships from UNO's hospitality school for four marketing and one sustainability positions each semester, it being understood that allocation of interns may be adjusted upon mutual agreement of the parties.

4.8 Teaching Kitchen Community Initiative

As a community outreach, Chartwells will send its mobile Teaching Kitchen to local K-12 schools (Collegiate, New Beginnings, Arise Charter, Audubon) to teach young students the value and fun of cooking along with the benefits of a healthy eating lifestyle. This effort is funded at \$8,000 per year and, assuming the Lease remains in effect for 10 years \$80,000 over the 10 year projected life of lease.

4.9 Compass Group Student Recruitment Fund

To align with the University President's goal of recruiting in cities with direct flights to/from New Orleans, Chartwells will offer an in-kind contribution of food service provided by Chartwells' affiliate at a location where food service is provided by such an affiliate having a retail value of \$25,000 per year and, assuming the Lease remains in effect for 10 years, \$250,000 over the 10 year projected life of contract (currently the American Airlines Center in Dallas, Texas Motor

City in Fort Worth, Texas and the United Center in Chicago, it being understood that locations are subject to change), it being understood that this contribution has no cash value and that unused amounts expire at the end of each lease year. Each year's allocation will be amortized over a twelve month period (July to June) on a straight line basis. In the event of termination or expiration of the lease agreement, UNO will reimburse Chartwells for the unamortized portion upon expiration or termination.

#### 4.10 Meal Plan Scholarships

Chartwells will provide meal plan scholarships having a retail value of \$12,500 per year. Each year's allocation will be amortized over a twelve month period (July to June) on a straight line basis. In the event of termination or expiration of the lease agreement, UNO will reimburse Chartwells for the unamortized portion upon expiration or termination.

#### 4.11 Catering Fund

Chartwells will provide UNO with an in-kind contribution of its catering services with a retail value of \$20,000 each lease year. Additionally, Chartwells will also provide UNO with an in-kind contribution of its catering services, to be used at the discretion of the University President, with a retail value of \$8,000 each lease year. These in-kind contributions have no cash value and unused amounts expire at the end of the lease year.

#### 4.12 Payroll - T & B Rates

A flat charge of 38.18 percent of gross payroll will be reflected on the operating statement to cover payroll taxes and employee benefit costs. Such costs include medical plans, life insurance, FICA, FUI, SUI, Workers' Compensation insurance, state disability insurance, 401(k) and payroll and benefit plan preparation and processing, and costs imposed due changes in any federal, state or local law including regulatory or legislative mandates, and legal costs. This rate may change as benefit, tax and other associated costs change.

#### 4.13. Volume Allowances/Discounts

University accepts that Chartwells or its parent company, Compass Group USA, Inc. ("Compass") may receive volume, trade or cash discounts for items purchased as part of doing business at University and that those discounts will accrue to Chartwells and/or Compass and will not be credited back to University. University understands that

certain charges reflected on the profit and loss statement are based on a portion of overall company expenses.

#### 4.14 Change of Circumstances.

The financial terms have been negotiated between the Parties upon the condition that UNO will require all students residing in traditional dormitory housing on its campus to participate in a meal plan and that Chartwells will operate its Services at the same points of Service and remain in operation only the hours agreed to when Chartwells begins operations hereunder, and upon the assumptions set forth in Exhibit B. If Client changes the meal plan participation requirement or desires Chartwells to operate its Services for additional points of Service and/or additional hours, or if any of the assumptions set forth in Exhibit B are not met, Client and Chartwells shall mutually agree on the appropriate financial arrangements for the new level of meal plan participation and additional points of Service and/or additional hours.

The financial and operational terms of this Agreement are also based on conditions in existence on the date Chartwells commences service, including without limitation University's student population; on-campus enrollment (including preservation of current enrollment in classes on campus without reduction associated with migration of attendance to online/distance learning) labor costs (including but not limited to benefits and insurance costs and impact of increases in the minimum wage upon union labor rates); food and supply costs; federal, state and local sales, use and excise tax. In addition, Chartwells has relied on representations regarding existing and future conditions made by University in connection with the negotiation and execution of this Agreement. Upon request from Chartwells, University shall provide Chartwells with reports and information detailing student, faculty and staff population, including enrollment in academic programs and on-campus and distance learning programs. In the event of a change in the conditions or the inaccuracy or breach of, or failure to fulfill, any representation of University, the Parties shall negotiate in good faith to adjust the financial and operational terms on a mutually agreeable basis to reflect the impact of such change, inaccuracy or breach.

#### 4.15 Credit Terms

All amounts due to Chartwells shall be paid within thirty (30) days of the invoice date or will be considered past-due. With the exception of invoices for catering, which may be paid by credit card, all payments to Chartwells will be made by check or electronic funds transfer. Past-due amounts due to Chartwells will be subject, at Chartwells' option, to a service charge of up to 1% per month of the unpaid balance, or

the maximum permitted by Louisiana law, whichever is less. All costs of collection of past-due amounts including, but not limited to, reasonable attorneys' fees and costs, shall be chargeable to and paid by the University.

## **ARTICLE V DEPOSIT**

### **5.0 Security Performance Bond**

Upon the execution of this Lease by both parties, Lessee shall provide a performance (surety) bond in the total amount of One Million (\$1,000,000.00) dollars for the full lease period to insure the successful performance under the terms and conditions of the lease negotiated between the Lessee and the University. Bond shall be drawn in favor of the University of New Orleans. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

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

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

## **ARTICLE VI PREMISES**

### **6.0 Use of Premises**

Lessee has the exclusive right to provide Campus Dining operations within the Leased Premises as set forth herein and for no other purpose unless agreed to by University. Lessee will conduct itself and cause its personnel to conduct themselves in a careful and prudent manner and not permit the use of the Leased Premises for any purpose other than as set forth herein. University shall not allow any commercial use to be made of Leased Premises other than by Lessee or its subcontractors.

With the written permission of the Lessee, the University may request the right to use the Leased Premises for programs conducted outside of normal Campus Dining operations. In such an event University will, following such use, restore the Leased Premises to its condition prior to such event at its expense.

**ARTICLE VII  
INVESTMENT, CONSTRUCTION AND OWNERSHIP OF  
IMPROVEMENTS**

- 7.0 In consideration of University's agreement to enter into this Lease for the term set forth elsewhere herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessee shall make the following commitment to invest in, construct and/or renovate the Leased Premises, to provide signing bonus funds, to fund Pre-Opening/Transition Expenses, or to make the following improvements thereto (the "Investment").

DESCRIPTION	INVEST. AMT	TARGET DATE	AMORTIZATION PERIOD
Signing Bonus	\$175,000	Summer 2019	July 2019 to June 2029
Existing Unamortized Financial Investment of Prior Contractor	\$734,616	Summer 2019	July 2019 to June 2029
Additional signing bonus	\$400,000	October 2019	July 2019 to June 2029
The Galley conversion to French Quarter styled food hall	\$925,000	Summer 2020	When project(s) funded with Investment begin to generate new revenue or July 2019, whichever is later, to June 2029
Add Café NOLA to Deck, Renovate Deck Dining Area, Add Pizza Concept to UC	\$700,000	Fall 2019	When project(s) funded with Investment begin to generate new revenue or October 2019, whichever is later, to June 2029
Renovation and repositioning of the Chick-fil-A in The Deck	\$650,000	Fall 2019	When project(s) funded with Investment begin to generate new revenue or October 2019,

			whichever is later, to June 2029
Boost Mobile Ordering Hardware and Integration	\$35,000	Summer 2019	July 2019 to June 2029
New Point of Sale System	\$150,000	Summer 2019	July 2019 to June 2029
Market, Student Choice Coffee, Cove	\$160,000	Summer 2019	When project(s) funded with Investment begin to generate new revenue or July 2019, whichever is later, to June 2029
Documented Pre-Opening Expenses (not to exceed)	\$415,697	Summer 2019	July 2019 to June 2029
Franchise Fees	\$30,000	Summer 2019	July 2019 to June 2029
Total	\$4,375,313		

The Investment will be disbursed on a schedule as agreed by Chartwells and UNO. Chartwells will amortize the Investment in accordance with the table above, using the "straight line" depreciation method. Amortization shall be treated as a cost of business. UNO shall hold title to items funded by the Investment. Pre-opening Expenses have been projected based on the allocation set forth below. Construction and improvement projects funded with the Investment will be managed by Chartwells' affiliate, Novus. If the lease agreement expires or is terminated for any reason other than cause prior to the full amortization of the Investment, UNO is liable for and promises to pay

to Chartwells the unamortized portion of the Investment within fifteen (15) days after expiration or termination. In the event the lease agreement expires or is terminated before any disbursements are scheduled to be made, Chartwells will not advance such additional disbursements.

<b>Projected Pre-Opening Expenses</b>				
<b>Pre-Opening/Transition Expenses</b>	<b>Driver</b>		<b>Amount</b>	<b>Total</b>
Payroll – Salaried	12	Weeks @	\$6,000	\$72,000
Payroll – Hourly	4,875	Hours @	\$10.50	\$51,188
T&B – Salaried			38.1%	\$27,418
T&B – Hourly			38.1%	\$19,491
Airfare	12	Flights @	\$500	\$6,000
Hotels	420	Nights @	\$120	\$50,400
Meals	840	@	\$30	\$25,200
Car Rentals	280	Days	\$50	\$14,000
Opening Smallwares				\$100,000
Signage and Brand Needs				\$50,000
<b>Total Pre-Opening</b>				<b>\$415,697</b>

All improvements permanently affixed to the Leased Premises and made by Lessee at any time during the term of this lease shall become the property of the University. All other improvements by Lessee not permanently affixed to the Leased Premises but for the use of benefit of the Leased Premises shall be referred to as “movable property, trade fixtures, and signage”. Prior to the beginning of any construction, Lessee shall provide to the University a Performance and Labor and Materials Bond in the amount of any construction contract with the University for any additions, alterations, improvements, and construction made to the Leased Premises.

In addition to its Investment funds described above, Chartwells will fund the purchase of delivery/service trucks at a cost of \$71,933, to be purchased in the summer of 2019, title to which will be held by Chartwells.

#### 7.1 Construction of Improvements

a. Lessee shall (1) manage construction of the above described improvements and other facilities improvements in a good and workmanlike manner on the Leased Premises in accordance with plans



and specifications approved by the University; (2) procure all necessary permits and governmental approvals for the erection of the improvements and movable equipment, trade fixtures, and signage; (3) provide for labor, services, materials and supplies used or furnished in construction of the improvements and movable equipment, trade fixtures, and signage, and the construction and installation of utility services or other facilities; (4) supervise and control all aspects of the construction, furnishing and equipping of the improvements and the movable equipment, trade fixtures, and signage; and (5) during construction comply with the provision of the Section 7.1 and with any other applicable provisions of this Lease. All facility improvement capital investments must be agreed upon in writing by University and Lessee prior to commencement of any work.

b. Prior to construction, Lessee shall obtain at its own cost and expense, or shall cause its contractor or subcontractors to obtain, insurance that is required by Article XII of this Lease.

c. Lessee shall select and engage a general contractor or contractors duly licensed in Louisiana to perform the contemplated work, who shall be required to provide a performance and labor and materials payment bond with an acceptable corporate surety in the full amount of the applicable contract price. Lessee will, or will cause its contractors or subcontractors to, carry all-risk builder's risk insurance which shall protect against any damage or loss caused by Lessee or its contractors during the construction up to the full replacement value of any work damaged or destroyed; Lessee shall be responsible for any deductible. In addition, Lessee shall require its general contractor to provide worker's compensation insurance and general comprehensive liability and automobile liability insurance providing Lessee and University coverage for all claims for bodily injury or property damage arising out of the construction work. Evidence of the recorded construction contract and recorded contractor's bond recorded with the Recorder of Mortgages for the Parish of Orleans and builder's risk insurance and liability insurance shall be delivered to the University prior to the commencement of any construction work.

d. Lessee shall secure University's approval of all plans and specifications for the construction of the improvements prior to the commencement of any work, which approval shall not be unreasonably withheld.

e. Lessee shall secure prior written approval from the Director of Auxiliary Services for all revisions to plans and specifications exceeding

Fifty Thousand and No Dollars (\$50,000.00) prior to any revisions or alterations to the improvements or the plans thereof, which approval shall not be unreasonably withheld. The foregoing notwithstanding, if the Director of Auxiliary Services does not deny a request for approval of any revisions or alterations to the improvements or the plans thereof within forty-eight (48) hours of Chartwells' request, such request shall be deemed to have been approved.

f. University at all times during construction shall have full access to the Premises in order to inspect the construction site and the progress of the construction of the improvements.

g. Lessee shall provide to the University, upon completion of construction, a clear lien certificate from the Clerk of Court for Orleans Parish; Lessee shall, or shall require its contractors or subcontractors to, bond out or otherwise remove any liens filed against the University or the Premises resulting from the construction within ten (10) days of the filing of said lien.

h. During construction, University shall provide access to public utilities, including gas, electricity, water, chilled water, heating water, sewerage and telephone lines to the perimeter of the site of the Leased Premises. Leased Premises may be individually metered for these utility services. All installation routes for utility services must be approved by the University prior to installation.

i. All materials, equipment, and appliances furnished by the Lessee shall be new and of appropriate quality as measured by the general standards of the trade, and any material defects in any material, equipment, or appliances that would cause rejection in terms of generally accepted practices within the trade will be a default under this Lease.

j. Plans and specifications for any additions, alterations, improvements, and/or construction must receive the prior approval from the University (and the Office of Facility Planning and Control, Division of Administration for compliance with the building codes in accordance with LA R.S. 40:1721-1724), before any construction begins. In addition, at no cost to the University, the Office of Facility Planning and Control will review any plans and specifications to ensure compliance with its design and construction standards, and the Office of Facility Planning and Control may participate in regular construction meetings. All construction, alteration, renovation, or additions to the Leased Premises undertaken by the Lessee shall be in conformance

with all applicable laws, statutes, codes, rules and regulations, and applicable amendments thereto. All work shall be covered by a written contract with a Performance and Material and Labor Bond in the full amount of the contract.

The building exterior must conform to existing buildings and University's building standards. Any proposed modifications or alterations to the exterior of a university building must be approved by the University's Department of Facility Services. Exterior signage and lighting must be submitted to the University for approval.

7.2 Ownership of Improvements

All improvements permanently affixed to the Leased Premises and made by Lessee at any time during the term of this lease are component parts of the Leased Premises. Upon final completion of construction of the improvements all such improvements shall become the property of and belong to the University of New Orleans.

7.3 Ownership of Movable Equipment, Trade Fixtures, and Signage

a. Movable equipment, trade fixtures, and signage shall belong to Lessee (except those items funded with the Investment described in section 7.0) during the term of the Lease but upon mutual agreement of the parties, including a mutually agreed upon price, may be sold to University at the expiration or at the termination of the Lease. Should University choose not to take ownership, Lessee shall be required to remove movable equipment, trade fixtures, and signage, repairing any damage caused thereby.

b. Certain movable equipment, trade fixtures, and signage may be proprietary to a third party or Lessee and, therefore, not subject to the obligation to transfer ownership to University. To the extent that such items were purchased as a part of Lessee's Capital Outlay plan as described in Appendix B of the RFP, Lessee will credit Lessor with the residual value thereof.

c. All personal property acquired by Lessee except movable equipment, trade fixtures, and signage, shall be referred to in this Lease as "Additional Equipment". The Additional Equipment shall remain Lessee's sole property and may be removed from the Leased Premises upon expiration or earlier termination of this Lease. At University's option, and subject to mutual agreement, it may purchase from Lessee at or prior to the expiration or earlier termination of this Lease, all Additional Equipment owned by the Lessee and located on University property at a mutually agreed upon price.

7.4 Lessor's Supervisory Duties

All work shall be performed to the approval of the University's Department of Facility Renovation and Design at no cost to the University (and without any charge to Lessee), except those costs associated with the supervisory duties of the University's Department of Facility Services. All equipment installation and removal, and utility connections where required and/or alterations of the Leased Premises will be done to the approval of the University's Department of Facility Renovation and Design. University shall have no responsibility or liability for the work performed pursuant to this Lease. All modifications necessary to implement any of Lessee's capital needs or plans will be the responsibility of the Lessee except for access to utilities otherwise provided herein. The foregoing notwithstanding, Lessee's responsibility for cost of improvements will not exceed the amounts allocated toward such improvements with Investment funds.

7.5 Future Improvements and Alterations to Leased Premises

All proposed facility improvement capital investments must be agreed upon in writing by the Lessee and the President of the University of New Orleans of his designee.

7.6 Records

Lessee must provide complete and accurate records of all costs associated with construction or renovation projects on the University's campus to the University with those costs associated with permanent improvements separately identified and scheduled from those costs associated with movable equipment, trade fixtures, and signage.

**ARTICLE VIII  
PREMISES AND OPERATION OF PREMISES**

8.0 Access to Premises

Lessee shall have access to the premises assigned or scheduled at reasonable times, as determined and coordinated by the University, throughout the term of the lease agreement ending upon expiration or termination. Such access, in the form of keys, will be obtained by the Lessee through the Department of Facility Services, at the expense of Lessee.

Any access provided to the Lessee by the University in the form of keys, electronic access cards, etc. will be the responsibility of the Lessee. Loss, damage or theft of such access materials, requiring replacement of access materials or related equipment, such as locks,

electronic card readers, etc., shall be replaced by the University at the sole expense of the Lessee.

#### 8.1 Facilities Décor and Design

Lessee shall provide Campus Dining facilities in an attractive, modern, clean, customer friendly physical environment. The physical design and décor of both the interior and exterior operated on the Leased Premises by the Lessee shall complement and maintain the physical and visual integrity of the individual buildings as well as the entire University campus. Any and all designs and/or décor plans and alterations must be approved by the University prior to implementation. Lessee's operation on the University's campus must not detract in any way from the University's integrity and mission and the appearance of the University's campus and facilities.

#### 8.2 Maintenance and Repair of Leased Premises

Subject to the provisions of Section 8.7, Lessee is responsible for the daily upkeep and routine maintenance of the Leased Premises, and is solely responsible for ensuring that sanitation standards are maintained in accordance with all federal, state, and local laws or standards.

Lessee will be responsible for all costs and maintenance of insect and pest control in all Leased Premises, and must follow the University's specifications for insect and pest control. The cost of this service will be paid by Lessee.

#### 8.3 Equipment and Supplies Provided by UNO

University will permit Lessee to utilize certain equipment and supplies owned by University in accordance with the provision set forth herein below. No University owned equipment will be removed from the premises for any purpose without prior written consent from the University. Lessee will provide at its own expense any and all necessary equipment not provided by the University. All equipment owned by Lessee shall be clearly labeled (including an identification number) in a manner which distinguishes such Lessee owned equipment from University owned equipment. Lessee will provide the University with an annually updated inventory of all equipment owned solely by the Lessee and located on the Campus.

To the extent funds are available in the Equipment Repair Fund described in Section 4.4, all costs for repairs and maintenance of University owned equipment considered part of the inventory of supplies and equipment utilized by the Lessee shall be borne by the

Lessee. In the event the Equipment Repair Fund is not sufficient to meet repair and replacement needs, the parties shall negotiate in good faith regarding which party, if any, will furnish additional funding, and the terms upon which such funding will be provided. The Lessee will provide daily preventive and on-site maintenance services as scheduled by the Lessee and agreed upon by the University. Any University owned equipment utilized by the Lessee which the Lessee deems no longer useful will be removed from the inventory list charged to the Lessee and picked up by the University.

#### 8.4 Use of Lessor's Major Equipment

The parties agree that Lessee may utilize Major Equipment in the operation of the facilities on the Leased Premises. "Major Equipment" shall be defined as only items having an original cost of at least \$1,000.00 before tax. To the extent funds are available in the Equipment Repair Fund described in Section 4.4, Lessee shall repair and maintain Major Equipment and, when necessary and desirable, shall replace any such Major Equipment that becomes obsolete or unusable. In the event the Equipment Repair Fund is not sufficient to meet repair and replacement needs, the parties shall negotiate in good faith regarding which party, if any, will furnish additional funding, and the terms upon which such funding will be provided. Upon replacement, the item of University's Major Equipment so replaced shall be removed from the inventory and the new equipment, if procured with the Investment, shall become the property of the Lessor, and shall otherwise be the property of the Lessee.

The inventory list of the University owned Major Equipment shall be binding upon the parties. Based thereon, Lessee will maintain current records of Major Equipment furnished by the University for its use, indicating the addition, replacement and/or removal of University owned equipment in accordance with Louisiana Property Control Regulations. This shall include the completion of an Annual Property/Equipment Report performed by personnel from the University and the Lessee.

#### 8.5 Advertising and Signage

All advertisements to be used by Lessee hereunder, regardless of media used, must be approved by prior written consent of the University. Lessee agrees it will not advertise or promote its relationship with the University or utilize any identifying marks or property of University, nor make representation, either expressed or implied, as to the University's promotional endorsement of the

Lessee's company unless it has received prior written consent from University. This section shall not be deemed to restrict Chartwells from listing University as a client in its sales and marketing materials and proposals to prospective clients. Signage is not permitted on the exterior glass, windows or walls of the Leased Premises without prior written consent of the University. Lessee will maintain any approved advertising and signage materials in good condition and repair at all times.

**8.6 Expense of Operations**

Lessee will contract in its own name for those goods, services, and personnel needed to accomplish its obligations under this Lease. Lessee shall not implicate the University as being liable either directly or by inference in any of its business transactions. It shall conduct its business in such a way as to indicate to all third parties that its operations are separate and distinct from the University's and the University is not liable for its activities.

**8.7 Safety and Sanitation**

Lessee shall provide daily housekeeping, cleaning, and preventive maintenance of equipment for Leased Premises. Except as otherwise stated in this section, Lessee will be responsible for all custodial duties required to maintain the leased spaces including but not limited to cleaning, stripping and waxing floors, cleaning all interior glass, cleaning dining rooms, and kitchens and restrooms in the Cove and in areas used and accessible only to Lessee's employees located within the leased space and removal of all trash to dumpsters provided by University. Lessee will not be responsible for cleaning ceilings, walls above a height of six feet above floor level, ceilings (excluding cleaning of ceiling splatters resulting from Chartwells' acts), or exterior glass, which are the responsibility of the University. Lessee will be responsible for supplying all cleaning products required to maintain the leased space including any enzymes or chemicals required to properly maintain drainage pipes. Notwithstanding the foregoing, ownership and capital repair of drainage pipes (e.g. breakage) is University's responsibility, except to the extent capital repair is the result of Chartwells' negligence.

**8.8 Patents and Copyrights**

Lessee shall pay all costs, fees and royalties arising from or associated with the Lessee's use of copyrights, trademarks, patented materials, equipment, devices or processes used in the operation of or

incorporated in, the provision or marketing of the Lessee's dining and retail services on the Leased Premises. Lessee shall defend, indemnify, and hold harmless Lessor, their agents, officers, board members, employees, and anyone for whom Lessor may be liable (collectively for purposes of this paragraph "Indemnities") from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees at both trial and appellate levels to, for any claims for damages arising solely and directly out of any allegations of antitrust violation, unfair trade practices, misappropriation of trade secrets or breach of confidentiality and/or copyright, patent, trademark, service mark and/or trade name infringement by Lessee or by anyone for whom Lessee may be responsible, including but not limited to Lessee's associates, affiliates, directors, officers, employees, sublicenses and/or assignees, but excluding any claim arising out of Lessee's use of a copyright, trademark, or patented material equipment, device or process at University's direction.

#### 8.9 Hours of Operation

All proposed days and hours of service for the fall, spring, and summer semesters, as well as holidays and academic breaks shall be mutually agreed upon, and shall be reviewed and approved in writing by the Office of the Director of Auxiliary Services at least ninety (90) days before the commencement of each fall, spring, and summer semester. Changes to the schedule require the Director of Auxiliary Services' prior written approval.

Lessee, at the discretion of University may be required occasionally to operate on Campus for special events on weekends or holidays. In such event, the parties will mutually agree in good faith, upon the additional hours for which the facility must operate, and upon additional compensation to Chartwells, if any, for provision of such additional services. This section does not pertain to catering.

#### 8.10 Utilities and Services

Equipment installation and removal, where utility connections are required and/or alterations in University property will be done to the approval of the University's Department of Facility Services; with the University assuming these Facility Services supervisory costs.

The University will be responsible for providing electricity, gas, water, sewer service, and air conditioning, where applicable, for the Campus Dining operations, at University's expense, subject to Lessee's obligation to provide funds through the Utilities Fund described in Section 4.2.



The University will make reasonable efforts to provide continuous provision of utilities. The University will also make reasonable efforts to restore service following an interruption. However, the University will not be liable for any product or revenue loss which may result from the interruption or failure of any such utility services.

Lessor will furnish and maintain fire extinguisher equipment and supplies. Lessee will notify University immediately after any fire extinguisher use or discharge. Lessee will pay for any recharge after use.

8.11 Parking

All parking on campus by Lessee's personnel, visitors, contractors, subcontractors and vendors will conform to University's Parking and Traffic regulations. Payment may be by the individual personnel or by Lessee.

8.12 Inspection of Premises

University shall have the right at any time to inspect the Leased premises and the operations thereon by Lessee.

8.13 University Regulations

Lessee shall abide by all regulations of University in effect or adopted hereafter pertaining to Lessee's operation and activities on the University Campus. University shall provide Lessee with written copies of any such regulations, together with prompt written copies of any updates, changes, or revision thereto.

8.14 Personnel

Lessee shall be required to provide all management and other personnel necessary for the provision of Campus Dining operations at a level of quality acceptable to the University and Lessee shall be solely responsible for the payment of salaries or wages and benefits.

The University attempts to utilize student personnel whenever possible. Lessee shall give priority to University of New Orleans students, whenever possible, when employing part-time staff.

8.15 Security

Lessee is responsible for and will exercise reasonable security control over all Leased Premises to prevent theft, vandalism, destruction, or other damage to or removal by unauthorized persons of properties, facilities, equipment supplies, and inventory. Lessee will utilize the

University's Police Department for incidents requiring law enforcement services. Lessor will not be held responsible in any way for any such damages, loss, or theft.

8.16 Communications, Computers, and Technological Installations

Lessee shall be responsible for coordinating with the University's Office of Information Technology, and Facility Services if needed, for installation, maintenance and expenses incurred for telephone service, computers, alarms, equipment, etc. on the premises. Lessee shall make no installations or alterations of installations without the prior written consent of the Office of Information Technology and Facility Services. Neither pay phones nor ATM machines will be permitted in any of the Campus Dining locations.

8.17 Campus Mail

Campus mail services will be provided to Lessee for the Intra-University delivery of routing correspondence only. Lessee shall be responsible for all outgoing postal charges, including any related to direct mail processing provided by the University's contracted mail service or the University Marketing Department.

**ARTICLE IX  
CAMPUS DINING SERVICES**

9.1 Campus Dining Services

Subject to the provisions of Sections 1.0 and 9.4, Lessee shall have the exclusive right to operate a Campus Dining service on the Campus, operating from or within the various Leased Premises and shall provide the following services.

- a. Lessee shall provide cafeteria style dining services as described in the RFP and the Lessee's Proposal and Follow-up Responses.
- b. Lessee shall provide retail dining services as described in the RFP and the Lessee's Proposal and Follow-up Responses.
- c. Lessee shall provide Mandatory Meal Plans & Declining Balances as well as optional commuter Meal Plans and Declining Balances as described in the RFP and the Lessee's Proposal and Follow-up Responses.
- d. Lessee shall provide Catering sales and services as described in the RFP and the Lessee's Proposal and Follow-up Responses.
- e. Lessee shall provide liquor and bar services as described in the RFP and the Lessee's Proposal and Follow-up Responses.

- f. Lessee shall provide a food truck services as described in the RFP and the Lessee's Proposal and Follow-up Responses.
- g. Lessee shall provide delivery services as described in the RFP and the Lessee's Proposal and Follow-up Responses.

9.2 Meal Plans

Chartwells will provide the dining service program on a profit and loss basis, in which it retains any profit or bears any loss generated from its operation of the dining service program at the University of New Orleans as described in the RFP and Chartwells' Proposal. UNO will pay Chartwells meal plans at the following rates for the 2019-20 lease year:

Plan	Type	Per Semester Student Cost	Daily Rate
Galley All Access	Mandatory	\$ 1,906.00	\$14.71
Privateer	Mandatory	\$ 1,797.00	\$14.63
Freedom	Mandatory	\$ 2,163.00	\$17.78
50 Block	Voluntary	\$ 721.00	\$3.42
25 Block	Voluntary	\$ 407.00	\$1.81

Based on 116 billing days per semester.

Declining balance dollars not included with daily rate, billed by usage.

The above daily rates do not include declining balance dollars sold by University, which will be billed to University upon usage and paid on a monthly basis.

There will be 116 billing days per semester in academic year 2019-20. If there is a reduction in the number of Board days, Chartwells will be allowed to increase the daily rates to cover its fixed operating costs.

Chartwells will charge the following rates for casual meal sales:

Academic year: 2019 - 2020	<u>Meal</u>	<u>Charge</u>
	Breakfast	\$7.73
	Lunch	\$8.90
	Dinner	\$8.90

Chartwells shall charge the following rates for summer camp and conference meal sales:

Academic year: 2019 - 2020	<u>Meal</u>	<u>Charge</u>
	Breakfast	
	Lunch	
	Dinner	

During each academic year for mandatory meal plans, unused declining balance dollars at the end of fall semester shall carry forward and be available for use during the spring semester. At the end of the spring semester, Lessee shall retain all unused declining balanced dollars. For Privateer Bucks, all unused declining balance dollars shall carry forward across all semesters and any remaining balances at the time a student departs UNO are refundable to the student upon their request.

9.3 Transition Services Charge

UNO shall provide Chartwells with a transition services charge of \$400,000, payable to Chartwells September 1, 2019, as compensation for additional services provided during the first two months of the Term including promotional events, free meals and tastings to promote participation, and other programming offered during the first two months of the Term in which Chartwells provides additional benefits, services or goods.

9.4 Catering

Lessee shall have the exclusive right to cater on or within the Leased Premises and within the entirety of the University Center (UC) both in leased and non-leased space. UC administration will be responsible for coordinating through Facility Services table and chair set-ups for catered events in the UC. Lessee shall have a non-exclusive right to

cater in all other university facilities on the main campus, the Lakefront Arena and the UNO Research and Technology Park. The Office of Campus Booking will be responsible for coordinating through Facility Services table and chair set-ups in all other locations on the main campus and in the Lindy Boggs Conference Center. Lessee will not be responsible for concessions sales at Athletic events and the Lakefront Arena as well as drink and snack vending in any university facility. Third-party caterers shall not have access to Chartwells' food storage and food preparation facilities.

Lessee shall establish and maintain a creative, hospitable and quality oriented catering service. This includes, but is not limited to, quality of food and service, use of fresh and clean table linens and decorations, adequate staffing levels, appropriate attire of catering staff and service and upkeep of equipment used.

Lessee shall be responsible to provide an adequate well trained staff to follow through with the planning, ordering, production, transportation, site set-up, service, and facility cleanup involved for all catered events.

Lessee will provide all catering transport and service equipment necessary to ensure the sanitary condition, quality, temperature, taste, and appearance of all food products upon timely arrival at the catering site and during the service thereof.

Lessee will honor all catering orders and prices for orders placed prior to the commencement of this lease for catered events, summer camps and conferences taking place after the commencement of this lease. This includes those orders that were taken by the previous food service provider and transferred to the Lessee.

#### 9.5 Price Increases

Board rates and prices for other products and services will increase in each subsequent year by an amount to be negotiated and mutually agreed upon, taking into account population, hours of operation, other conditions, labor costs (including but not limited to benefits and insurance costs), product costs, fuel costs, federal, state and local tax structure, any change in federal, state or local law including regulatory or

legislative mandates, any other levy or tax that impacts Chartwells' services, and variances between operating conditions as described by University prior to execution of this Agreement and actual operating conditions during the Term, including without limitation student population, maintenance expenses and utility costs. Changes in board rates and prices shall be not less than the greater of the increase in the Employment Cost Index, Private Industry, Compensation, Not Seasonally Adjusted – CIU2010000000000A ("ECI") or the Consumer Price Index – Food Away From Home over the prior year. It is further agreed that with respect to national brands, pricing will be competitive with prices available in the community outside University's campus, and price adjustments to such items will be permitted during the academic year. The parties acknowledge that the Board of Supervisors of the University of Louisiana System must approve increases in mandatory meal plan and mandatory declining balance plan pricing.

#### 9.6 Beverage Contracts

The University may negotiate a beverage contract with a beverage provider, and Lessee will adhere to product restrictions in such contract subject to the terms of this section. The University retains all rights to enter into such an agreement at its sole discretion prior to or at any time during the term of this Lease. Notwithstanding the foregoing, University will ensure that such beverage contracts or other similar sponsorship arrangements do not impair the quality of the food and beverage items served by Chartwells (as compared to comparable items served at other similar venues in which Chartwells or its affiliates provides food and beverage service) or increase the costs for such items (as compared to the Chartwells' pricing for comparable items of similar size and quality). University and Chartwells agree that they will not compromise the quality of the food and beverage items served in the dining facilities in order to secure a sponsorship or similar agreement.

#### 9.7 Branded Concepts

The selection, installation and removal of national or regional brand franchise food units provided as part of this Lease shall be made upon mutual agreement of the Lessor and Lessee.

#### 9.8 Emergency Response Plan

During periods when school is in session, University operations including feeding students may be disrupted partially or completely due to weather events, power outages, H/VAC failures, boil water advisories, etc. In the event such situations should occur Lessee will remain responsible for provision of basic services, it being understood that service may be limited in nature based on operating conditions and constraints created by such events.

In the event of a hurricane threat the City of New Orleans or the University (independent of the City) may call for a mandatory evacuation. Buses will be provided for those students who have no other form of transportation to evacuate. Students will be bussed to another university that is out of harm's way to be sheltered during the storm. (Presently Millsaps College but subject to change.) During periods of evacuation it may take many hours for the buses to reach their final destination due to heavy traffic. Lessee will be required to supply non-perishable food and drink items for the students on the buses including items that would meet the needs of those students who have dietary restrictions. Lessee will also be responsible for coordinating with the food service provider at the evacuation destination to provide meals to students who have meal plans at UNO. These meals will count as meal plan swipes on the students' UNO meal plans and will be of no additional cost to the students.

#### 9.9 Initial Meal Plan Payment

UNO will provide Chartwells with an initial payment of \$1,350,000, for the board plan due before the first day of classes each fall and spring semester ("Initial Meal Plan Payment"). A second payment for the remainder of the board plan bill will be reconciled and processed on the 21<sup>st</sup> day after classes begin. These payments will be applied against Chartwells' final invoice at the end of the semester with any balance due paid to Chartwells, or any refund due paid to UNO.

## **ARTICLE X BUDGET, AUDITING AND ACCOUNTING**

#### 10.0 Operating Budget

Lessee will provide the Director of Auxiliary Services with an annual budget for each fiscal year ninety (90) days prior to July 1<sup>st</sup> of each year of the lease term. University's fiscal year is from July 1<sup>st</sup> through June 30<sup>th</sup> of the following year.

#### 10.1 Auditing and Accounting

All records must be retained by the Lessee, and accessible to the University, for a minimum of eight (8) previous years plus the current lease year. The University reserves the right to audit any records relevant to the terms of this lease, as performed by Lessee, excluding, to the extent permitted by Louisiana law, confidential or proprietary records such as personnel files and purchasing contracts. Lessee shall keep full, timely and accurate records in accordance with international financial reporting standards.

Lessee will take all necessary precautions to assure that all income is immediately recorded through Point of Sale (POS) devices of a type agreed upon by the University.

Lessee will establish adequate internal controls and determine at such frequent intervals as may be necessary that the controls are being maintained. At the request of Lessor, Lessee will provide to the University, annual financial statements audited by a Certified Public Accountant. Lessor reserves the right to have its representative, including the State Legislature Auditor, audit the Lessee's books, records, and other such financial documents or desired information pertaining to Lessee's lease(s) with Lessor, subject to the first paragraph of this section. Lessee shall have the right to dispute the results of any such audit in good faith.

If it is determined through an audit that money is owed to Lessor by the Lessee, or that money is due from Lessor to Lessee, the party owing such payment to the other party will pay all money owed.

Lessee will furnish Lessor with all requested daily, weekly, monthly, and annual reports to verify customer accounts, cash sales, credit card sales, interdepartmental sales, etc., and other pertinent information so requested.

Upon request of the Lessor, Lessee shall meet with Lessor and review operating statements, explain deviations, discuss problems, and mutually agree on an appropriate course of action, if necessary, to improve services required in the RFP.



## 10.2 Confidentiality

In the course of providing Services hereunder, the Parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other Party which includes, but is not limited to, recipes, food service surveys and studies, management guidelines, procedures, operating manuals and software, all of which shall be identified as confidential ("Confidential Information"). The Parties agree to hold in confidence and not to disclose any Confidential Information during the Term of this Agreement and for two (2) years afterward, except that the Parties may use or disclose Confidential Information: (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other Party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either Party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) that is in the possession of either Party at the time of disclosure and is not acquired directly or indirectly from the other Party; (e) that is subsequently received on a non-confidential basis from a third party having a right to provide such information; (f) as required by order during the course of a judicial or regulatory proceeding or as required by a government authority; or (g) that which is defined as a public record under the Louisiana Public Records law, La. R.S. 44:1 et seq. The Parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other Party. Each Party's Confidential Information shall remain the exclusive property of the Party and shall be returned to the other Party upon termination or expiration of this Agreement. In the event of any breach of this provision, the Parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to it at law. This provision shall survive the termination or expiration of this Agreement.

In the event University receives a request or notice to produce information provided by Chartwells and marked as confidential, proprietary, or trade secret, University shall (i) assert the confidential nature of the information to be disclosed, (ii) use reasonable efforts to obtain confidential treatment for any information so disclosed, including without limitation cooperating with Chartwells in asserting grounds to seek such confidential treatment, (iii) immediately notify Chartwells in writing of the requirement, order, or request to disclose

in advance of such disclosure in order to afford Chartwells the opportunity to determine whether the requested information is protected from disclosure and to assist in the University's efforts to obtain confidential treatment of such Confidential Information and to enable Chartwells to contest disclosure if allowable, (iv) absent a non-appealable final order, decree or judgment of any court or governmental body having competent jurisdiction to the contrary, refrain from releasing Chartwells' information until at least three (3) business days after the University shall have provided Chartwells with advance written notice of such requirement, order, or request to disclose, so that Chartwells may take reasonable steps to preclude such disclosure, it being specifically understood that such notice must be provided not only upon the University's receipt of a requirement, order, or request to disclose, but also upon the receipt of any appealable order, decree or judgment of any court or governmental body having competent jurisdiction directing the release of such information.

### 10.3 Information Technology Security

In connection with the services being provided hereunder, Chartwells may need to operate certain information technology systems not owned by University ("Non-University Systems"), which currently do not interface with or connect to University's networks or information technology systems ("University Systems"). Chartwells shall be responsible for all Non-University Systems, and University shall be solely responsible for University Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Chartwells serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Chartwells will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If at any point the parties decide for Non-University Systems to interface with or connect to University Systems, then the parties will mutually agree on an amendment to this Section 13 appropriately allocating responsibility for compliance with data protection laws, regulations, and standards.

## **ARTICLE XI LEASE TERMINATION**

### 11.0 Termination for Cause

Either Party may terminate the lease for cause upon thirty (30) days' notice based upon the failure of the other Party to comply with the

terms and/or conditions of the lease, or failure to fulfill its performance obligations pursuant to the lease, if the defaulting party fails to cure its default within thirty (30) days after receipt of written notice or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction.

#### 11.1 Termination for Convenience

If at any time during the term of the lease, either party considers terminating the lease, such party shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty (30) day period the parties shall discuss, in good faith, the terminating party's reasons for considering termination in an effort to avoid the need for such action. Following the thirty (30) day discussion period, the party considering termination, if not fully satisfied, may elect to terminate the lease by giving the other party one hundred eighty (180) days written notice of its intention to terminate; provided, however, neither party may give notice of its intention to terminate during the first nine (9) months of operation under the lease.

#### 11.2 Termination for Non-Appropriation of Funds

The continuance of the lease is contingent upon the appropriation of funds to fulfill the requirements of the lease by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the lease, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the lease, the lease shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated, it being understood that University shall be responsible to pay for all services provided through the date of termination and to pay sums due upon termination under the terms of this lease including without limitation the unamortized balance of the Investment.

#### 11.3 Excused Performance

In the event that the performance of any terms or provision of this Lease (other than the payment of moneys) shall be delayed or prevented because of compliance with any law, decree, or order of any

governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, unavailability of materials meeting the required standards, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so interfered with may at its option, suspend, without liability, the performance of its obligations during the period such cause continues, and extend any due date or deadline for performance by the period of such delay, but in no event shall such delay exceed six (6) months.

#### 11.4 Removal of Equipment

Upon termination of this Lease, by expiration of the term or any extension thereof, Lessee shall have the right, within forty-five (45) days after the effective date of expiration or termination of the Lease, to remove any and all property owned by Lessee. All property that remains after the forty-five (45) day period shall be deemed to have become the property of the Lessor and may be disposed of by the Lessor as the Lessor sees fit without liability to Lessor. At Lessor's option, any such property remaining after said forty-five (45) days may be removed at Lessee's expense.

## **ARTICLE XII INSURANCE AND INDEMNIFICATION**

#### 12.0 Insurance Required During Lease Term

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

##### A. MINIMUM SCOPE AND LIMITS OF INSURANCE

###### Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Lessee's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's

insurance company rating requirement may be waived for workers compensation coverage only.

Commercial General Liability

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

Automobile Liability

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

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

Any deductibles or self-insured retentions must be declared to the Lessor. The Lessee shall be responsible for all deductibles and self-insured retentions.

**C. OTHER INSURANCE PROVISIONS**

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

**Commercial General Liability and Automobile Liability Coverages**

The Lessor, its officers, agents, employees and volunteers shall be included as an additional insured as regards negligence by the Lessee. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Lessor.

The Lessee's insurance shall be primary as respects the Lessor, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Lessor shall be excess and non-contributory of the Lessee's insurance.

The Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

#### All Coverages

All policies required herein must be endorsed to require 30 days written notice of cancellation to the Lessor. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

Neither the acceptance of the completed work nor the payment thereof shall release the Lessee from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Lessor for payment of premiums or for assessments under any form of the policies.

Any failure of the Lessee to comply with reporting provisions of the policy shall not affect coverage provided to the Lessor, its officers, agents, employees and volunteers as additional insureds.

University shall obtain and maintain commercial general liability insurance with policy limits of not less than Five Million Dollars (\$5,000,000) per occurrence, to cover claims in the aggregate, as well as property insurance against risks covered by standard forms of fire, theft and extended coverage in such amounts under such policies as appropriate.

#### D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Leased Premises is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

**E. VERIFICATION OF COVERAGE**

Lessee shall furnish the Lessor with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Lessor before work commences and upon any lease renewal thereafter.

In addition to the Certificates, Lessee shall submit the cancellation provision endorsement for each insurance policy.

Upon failure of the Lessee to furnish, deliver and maintain such insurance as above provided, this lease, at the election of the Lessor, may be suspended, discontinued or terminated. Failure of the Lessee to purchase and/or maintain any required insurance shall not relieve the Lessee from any liability or indemnification under the lease.

**F. SUBCONTRACTORS**

Lessee shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Lessor reserves the right to request copies of subcontractor's Certificates at any time.

**G. WORKERS COMPENSATION INDEMNITY**

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

#### H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

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

To the fullest extent permitted by law, each Party shall indemnify, defend and hold the other harmless from any and all losses, damages or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage or other injury or damage caused by any negligent act or omission of such Party, any willful misconduct of such Party, or any breach by such Party of its obligations under this Agreement. The right of a Party (the "Indemnified Party") to indemnification under this Agreement shall be conditioned upon the following: prompt written notice to the Party obligated to provide indemnification (the "Indemnifying Party") of any claim, action or demand for which indemnity is claimed; control of the investigation, preparation, defense and settlement thereof by the Indemnifying Party; and such reasonable cooperation by the Indemnified Party, at the Indemnifying Party's request and expense, in the defense of the claim. The Indemnified Party shall have the right to participate in the defense of a claim with counsel of Indemnifying Party's choice and at its expense. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party (which shall not be unreasonably withheld), settle, compromise or consent to the entry of any judgment that imposes any liability upon the Indemnified Party.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES CONSTITUTING LOST PROFITS, SUFFERED BY EITHER PARTY UNDER THIS AGREEMENT.

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

#### **ARTICLE XIII DAMAGE**



13.0 Casualty Damage

If any portion of the Leased Premises be damaged or destroyed by fire, windstorm, tornado, flood, vandalism, or other casualty, Lessor shall proceed with due diligence to repair such damage or destruction and restore the Leased Premises to their condition immediately prior to such fire, windstorm, tornado, flood, vandalism, or casualty. During any period in which Lessee is unable to occupy the Leased Premises on account of such damage, the financial obligations due under this Lease for said period shall be abated in proportion to the diminished utility of the Leased Premises.

**ARTICLE XIV  
TAXES, LICENSES, AND PERMITS**

14.0 Taxes

Lessee shall be responsible for the remittance of all applicable taxes (federal, state and local) related to retail sales it collects. Lessee shall be responsible for all licenses, fees, or any other tax applicable to its operation under this Lease with the University, except University shall collect sales tax, if any, upon revenues it collects, as well as pay property tax, if any, upon its real and personal property. Lessee will comply with all applicable federal, state and local laws pertaining to its business operations and conform to general University policies and practices provided to Lessee by Lessor. Lessee agrees to comply with any and all lawful ordinances and regulations pertaining to the use of the Leased Premises and shall obtain all necessary permits and approvals which may be required by any municipal ordinances, federal and state laws and regulations, governmental authorities, or otherwise, and shall pay all fees in connection therewith, as well as any fees imposed by reason of inspection of the Premises, or equipment installed by Lessee therein, by any governmental authority.

14.1 Licenses and Permits

Lessee will secure and pay for all licenses, permits, fees and income taxes incidental to its business operations. Lessee shall make available to the University appropriate documentation of all licenses.

**ARTICLE XV  
CONDEMNATION/EXPROPRIATIONS**

15.0 Condemnation/Expropriations

If any portion of the Leased Premises is condemned or expropriated partially or totally, to the extent that it cannot be utilized for the

purposes intended herein, the University, at its sole option, may remove that area from the definition of Leased Premises and the Parties will agree to modification of financial terms proportionately to the diminished utility of the Leased Premises.

## **ARTICLE XVI TRANSFER, ASSIGNMENT, AND SUBLEASE**

### **16.0 Transfer, Assignment, and Sublease**

Lessee shall not, without prior written consent of University, sublet any part of the Leased Premises, or transfer or assign this Lease, whether by change of ownership, merge, consolidation, liquidation, or otherwise except to an affiliate of Lessee which controls, is controlled by, or is under common control with Lessee. In the event that Lessor agrees to an assignment or transfer, or if the assignment or transfer is to a qualified affiliate of Lessee, the assignee or transferee shall assume and be deemed to have assumed this Lease and all obligations hereunder and shall be solely liable for all financial obligations and for the due performance of all terms, conditions and agreements herein arising on and after the effective date of the transfer. Notice shall be given promptly to Lessor of any assignment to a qualified affiliate of Lessee. Lessee shall remain liable for any payments due or liabilities to University or to third parties arising prior to the effective date of the transfer, but shall be released from all obligations arising under the Lease after such date.

### **16.1 Subcontracting Services**

Lessee shall serve as the single prime contractor for all work performed pursuant to its lease. Lessee shall be responsible for all services referenced as a part of this Lease. This general requirement notwithstanding, Lessee may enter into subcontractor arrangements. The University reserves the right to approve all subcontractors.

If it becomes necessary for Lessee to use subcontractors, Lessor urges Lessee to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veterans-owned small entrepreneurship, if practical. In all events, any subcontractor used by Lessee should be identified to the Director of Auxiliary Services.

Information required of the Lessee under the terms of this Lease is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the lease applicable to its operation.

Except as otherwise stated in this Lease, Lessee shall assume total responsibility for compliance.

**ARTICLE XVII  
[RESERVED]**

17.0 Reserved

**ARTICLE XVIII  
INDEPENDENT CONTRACTOR STATUS**

18.0 Independent Contractor Status

Lessee acknowledges that under this Agreement it is an independent contractor and is not operating in any fashion as an agent of the University.

**ARTICLE XIX  
WARRANTIES AND REPRESENTATIONS**

19.0 Warranties and Representations

Except as otherwise provided in this Lease, Lessee acknowledges that Lessor has not made and does not hereby make any warranty as to the condition of the Leased Premises or as to the fitness or security of the Premises for any specific use or any use to which Lessee shall put the Premises.

By execution of this Lease, Lessee and Lessor each represent to each other that they are entities validly existing, duly constituted and in good standing under the laws of the jurisdiction in which they were formed and in which they presently conduct business; that all acts necessary to permit them to enter into and be bound by this Lease have been taken and performed; and that the person signing this Lease on their behalf has due authorization to do so.

**ARTICLE XX  
NOTICES**

20.0 Notices

Any notice required or permitted under this Lease shall be deemed to be delivered as of the date delivered in person, by facsimile, by overnight courier, or as of the fifth (5<sup>th</sup>) day following the date of the certified or registered mail receipt, when deposited in the United States Mail, postage prepaid, return receipt requested, addressed to the parties shown below, and refusal to accept delivery of said notice shall be deemed delivery of said notice.

To the Lessor:

Dr. John Nicklow  
President  
University of New Orleans  
2000 Lakeshore Drive  
New Orleans, LA 70148  
Telephone (504) 280-5536  
E-Mail: [president@uno.edu](mailto:president@uno.edu)

With a copy sent to:

Mr. Patrick Linn  
Director of Auxiliary Services  
2000 Lakeshore Drive UC 116  
New Orleans, LA 70148  
Telephone (504) 280-6375  
E-Mail: [clinn@uno.edu](mailto:clinn@uno.edu)

To the Lessee:

Compass Group USA, Inc. d/b/a Chartwells  
Attention: CEO  
2 International Drive  
Rye Brook, New York 10573  
Facsimile No. (914) 935-5553

with a copy to:

Compass Group USA, Inc.  
Attention: General Counsel  
2400 Yorkmont Road  
Charlotte, North Carolina 28217  
Facsimile No. (704) 329-4010

## **ARTICLE XXI ATTORNEY'S FEES**

### **21.0 Attorney's Fees**

To the extent allowed by law, either party who fails to comply with its obligations under this Lease shall be bound to pay the reasonable attorney's fees of the other party in enforcing such other party's rights, which fees shall not exceed ten percent (10%) or the amount involved.

## **ARTICLE XXII**

## **HOLDING OVER**

### 22.0 Holding Over

At the expiration or cancellation of the Lease, should Lessee hold over for any reason, it is hereby agreed that, in the absence of a written agreement to the contrary, such tenancy shall be from month to month only, and subject to all other terms, conditions, and provisions in effect with respect to this Lease.

## **ARTICLE XXIII CONTENT OF LEASE/ORDER OF PRECEDENCE**

### 23.0 Content of Lease/Order of Precedence

In the event of an inconsistency between the Lease, the RFP and/or the Lessee's Proposal and Follow-up Responses, the inconsistency shall be resolved by giving precedence first to the Lease, then to the RFP and subsequent addenda (if any) and finally, the Lessee's Proposal and Follow-up Responses.

## **ARTICLE XXIV GOVERNING LAW**

### 24.0 Governing Law

This Lease shall be interpreted under Louisiana Law, without giving effect to its choice of law principles.

## **ARTICLE XXV MEMORANDUM OF LEASE**

### 25.0 Memorandum of Lease

The parties agree to enter into a Memorandum of Lease in the form attached hereto as Exhibit A for recordation in the records of Orleans Parish.

## **ARTICLE XXVI ENTIRE AGREEMENT**

### 26.0 Entire Agreement

This Lease represents the entire understanding between the parties and no agreement or representation, verbal or otherwise, made by

University or Lessee regarding this transaction shall be binding on either party unless incorporated in this Lease. This Lease shall inure to the benefit of and shall be binding upon each of the parties hereto, their respective heirs, executors, administrators, personal representatives, successors and assigns; and shall not be modified in any manner except by an instrument in writing executed by the parties hereto.

**ARTICLE XXVII  
SEVERABILITY OF PROVISIONS AND VENUE**

27.0 Severability

To the extent that any provision hereof is determined by a court of competent jurisdiction to be inconsistent with or in violation of any applicable law, rule, or regulation, such provision shall be deemed modified so as to comply with such applicable law, rule, or regulation, and shall not otherwise affect any other provision of this Lease. Any court (federal or state) having jurisdiction in the State of Louisiana, Parish of Orleans, shall be venue for any litigation, special proceeding, or other proceeding between the parties that may be brought or arise out of or in connection with or by reason of this Lease.

**ARTICLE XXVIII  
EXHIBITS TO LEASE**

28.0 Exhibits

The following exhibits are made a part of this Lease:

EXHIBIT A, MEMORANDUM OF LEASE  
EXHIBIT B, ASSUMPTIONS  
EXHIBIT C, REQUEST FOR PROPOSAL FOR THE LEASE OF SPACE FOR THE OPERATION OF THE RETAIL AND RESIDENTIAL DINING SERVICES, NO. RHC2541 AND ADDENDA 1-4  
EXHIBIT D, LESSEE'S PROPOSAL  
EXHIBIT E, FOLLOW-UP RESPONSES

THUS DONE AND SIGNED on the \_\_\_\_\_ day of \_\_\_\_\_,  
2019, and, in witness thereof, the parties have executed this Lease.

WITNESSES' SIGNATURES

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

COMPASS GROUP USA, INC., BY  
AND THROUGH ITS CHARTWELLS  
DIVISION

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

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

THUS DONE AND SIGNED on the \_\_\_\_\_ day of \_\_\_\_\_,  
2019, and, in witness thereof, the parties have executed this Lease.

WITNESSES' SIGNATURES

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

UNIVERSITY OF NEW ORLEANS

By: \_\_\_\_\_  
Dr. John Nicklow

Title: President  
University of New Orleans

UNIVERSITY OF LOUISIANA  
SYSTEM

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

Title: System President

**EXHIBIT A  
MEMORANDUM OF LEASE**

This memorandum of Lease is by and between The University of New Orleans, a member of the University of Louisiana System, having an address of 2000 Lakeshore Drive, New Orleans, LA, 70148, and Compass Group USA, Inc., by and through its Chartwells Division, having an address of 400 Yorkmont Road, Charlotte, North Carolina 28217. Lessor and Lessee hereby declare that Lessor has leased the Premises, as described below, to Lessee, and Lessee hereby declares that it has leased the premises from Lessor, pursuant to a Lease Agreement (the "Lease") dated as set out below.

**Date of Lease:** The Lease was executed on \_\_\_\_\_, and has an effective date of July 1, 2019.

**Description of Leased Premises:** Certain premises on the campus of the University of New Orleans, 2000 Lakeshore Drive, New Orleans, LA, 70148, more fully detailed in Exhibit "A", which is hereto and made a part hereof. Together with the right of uninterrupted nonexclusive access, ingress, egress, and passage during the Term to and from all streets and roads now or hereafter adjoining this property for vehicular and pedestrian ingress and egress.

**Term of Lease:** The term of the Lease shall be ten (10) years commencing on the Effective Date set out above.

**Option to Renew:** At the option of the University and upon written agreement of the Lessee, the lease may be extended for additional periods.

**Lessor Certifying Official:** Dr. John Nicklow, President, University of New Orleans

**Lessee Certifying Official:** \_\_\_\_\_

This Memorandum of Lease is executed to give record notice of the Lease in accordance with LA. R.S. Section 44:104. This Memorandum of Lease may be executed by the parties hereto in multiple counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.



**IN WITNESS WHEREOF,** THE PARTIES HAVE EXECUTED THIS Memorandum of Lease as of the Date of Lease set out above.

WITNESSES' SIGNATURES

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

COMPASS GROUP USA, INC., BY  
AND THROUGH ITS CHARTWELLS  
DIVISION

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

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

WITNESSES' SIGNATURES

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

UNIVERSITY OF NEW ORLEANS

By: \_\_\_\_\_  
Dr. John Nicklow

Title: President  
University of New Orleans

## **EXHIBIT B**

### **ASSUMPTIONS**

#### **FINANCIAL ASSUMPTIONS**

- Assumed a 3 percent annual rate increase for each year of the lease term
- Assumed a 2.5 percent annual resident population increase to align with the University growth mission
- Catering and conference growth of 3 percent, unless failure to achieve such growth rate is due to Chartwells' documented performance issues. A KPI process will be utilized to measure catering performance.
- Client will collect and remit for all sales taxes on meal plans.
- Catering fund will be valued based on retail value of Chartwells' service.

#### **DESIGN & CONSTRUCTION ASSUMPTIONS**

Chartwells capital commitment assumes the following:

- Chartwells performs all design and construction.
- Preliminary capital budget estimates are for budgetary purposes only as a thorough architectural and engineering evaluation of the space, interior design scheme and working drawings have not been completed. Estimates were developed as a good faith effort to forecast probable capital needs. Requirements to complete the project are no guarantee of the final costs.
- The costs associated with individual items or tasks are estimated and are likely to change as the project evolves. Costs will be revised with every phase of progress and will remain an estimate until all final vendors are appointed and purchase order amounts entered.
- The estimate is based upon the assumption that all base building utilities are in place and that they are sufficient to handle the concept being proposed.
- Total estimated costs do not include the provision for federal, state or local sales or use taxes, performance bonds or any special insurance coverage. Budgetary allowances have been included for the cost of freight to the installation site, assembly and erection. All estimates are based on 2018 prices.
- Estimates do not include provision for any existing base building conditions

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FINANCE COMMITTEE**

**June 27, 2019**

**Item J.7. University of New Orleans' request for approval of the UNO IncludEd Program.**

**EXECUTIVE SUMMARY**

University of New Orleans has developed a plan to reduce textbook costs and associated materials for students. UNO has partnered with Pearson to provide digital course materials. MATH 1115, Applied Algebra is the initial course developed in the program. The course fee will be \$62.50, a \$95.00 savings to the student.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans' request for approval of the UNO IncludEd Program.*



THE UNIVERSITY of  
**NEW ORLEANS**  
OFFICE OF THE PRESIDENT

J7

June 11, 2019

Dr. James B. Henderson  
President  
The University of Louisiana System  
1201 North Third Street  
Baton Rouge, LA 70802

**RECEIVED**

JUN 14 2019

UNIVERSITY OF  
LOUISIANA SYSTEM

Re: Service Fee

Dear Dr. Henderson,

This is a request to approve the proposal for a service fee in the amount of \$62.50 for MATH 1115 effective summer semester of 2019.

Please do not hesitate to contact me should you have any questions.

John W. Nicklow  
President



**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FINANCE COMMITTEE**

**June 27, 2019**

**Item J.8.**      **University of Louisiana System's request for approval of the Board Operations and System Universities' Fiscal Year 2019-20 Internal Audit Plans.**

**EXECUTIVE SUMMARY**

The Fiscal Year 2019-20 Internal Audit Plans for the Board Operations and University of Louisiana System institutions were prepared in accordance with the Internal Audit Charter of the System that was revised by the Board at its December 1, 2017 meeting. The audit plans have been prepared by the System and Campus Directors of Internal Audit with input from the campus Presidents and other campus administrative personnel, System personnel, Board members, and the Office of the Legislative Auditor. The plans include reviews of administrative, academic, auxiliary, and service units of the Board and universities; as well as follow-ups to internal and external audit findings and recommendations.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the Board Operations and System Universities' Fiscal Year 2019-20 Internal Audit Plans.***

**FINANCE COMMITTEE  
UNIVERSITY OF LOUISIANA SYSTEM  
ANNUAL AUDIT PLAN FOR FISCAL YEAR 2019-20**

Campus	Audit Area/Focus
<b>Board Operations</b>	Test of Time and Attendance Records
	Travel and Purchasing Card Audits
	Quality Assurance Validation
	Follow-up on Internal and External Audit Reports
	Management Advisory Services and Special Projects
<b>Grambling State University</b>	Registrar's Office Assurance Engagement
	Review of Student Technology Fees
	Procurement Process Assurance Engagement
	Vault Reconciliations and Cash Handling Internal Controls
	Quality Assurance Validation
	Follow-up on Internal and External Audit Reports
	Follow-up on Legislative Auditor's Single Audit Findings
Management Advisory Services and Special Projects	
<b>Louisiana Tech University</b>	Aramark Food Service Contract
	Barnes and Noble Bookstore Contract
	Review of Student Technology Fees
	Test of Workday Implementation
	Football Attendance
	Quality Assurance Validation
	Follow-up on Internal and External Audit Reports
	Follow-up on Legislative Auditor's Single Audit Findings
Management Advisory Services and Special Projects	
<b>McNeese State University</b>	Travel and Purchasing Card Audit
	Institute for Industry Education Collaboration
	Chemicals Monitoring Procedures
	NCAA Compliance Audits
	Internal Audit Software Implementation
	Follow-up on Legislative Auditor's Single Audit Findings
	Follow-up on Internal and External Audit Reports
Management Advisory Services and Special Projects	
<b>Nicholls State University</b>	Procurement Cards and Travel CBA Account
	Outside Employment Certifications by Employees
	Quality Assurance Validation
	University Camps and Conferences (Continuing Education & Athletic)
	Phishing Scheme/Cybersecurity/IT Governance/General Controls
	Admissions Waivers/Exceptions
	Student Fees - Biology & Chemistry Labs
	Diversity & Inclusion Action Plan Policy Review
	Vault Reconciliation
	Follow-up on Legislative Auditor's Single Audit Findings
	Follow-up on Internal and External Audit Reports
Management Advisory Services and Special Projects	
<b>Northwestern State University</b>	Student Technology Fee Review
	Travel and Purchasing Card Audits
	Cash Collection Sites
	Cashier Vault Reconciliation
	Human Resources Operations
	Building Access/Security Controls
	Quality Assurance Validation
	Movable Property
	Follow-up on Legislative Auditor's Single Audit Findings
	Follow-up on Internal and External Audit Reports
Management Advisory Services and Special Projects	

Campus	Audit Area/Focus
<b>Southeastern Louisiana University</b>	Emergency Preparedness
	Inventories
	Academic Reporting
	PeopleSoft Security
	Movable Property
	Quality Assurance Validation
	Follow-up on Legislative Auditor's Single Audit Findings
	Follow-up on Internal and External Audit Reports
	Management Advisory Services and Special Projects
<b>University of Louisiana - Lafayette</b>	Quality Assurance Validation
	Research Centers
	KRVS Radio Station Administration
	Vault Reconciliation
	Review of Student Technology Fees
	Bursar Operations/Cashier Office Administration/Cash Collection Cash Management
	University Bookstore
	Follow-up on Legislative Auditor's Single Audit Findings
	Follow-up on Internal and External Audit Reports
Management Advisory Services and Special Projects	
<b>University of Louisiana - Monroe</b>	Review of Student Technology Fees
	Louisiana National Guard Student Tuition Waivers and TOPS Reductions
	Sanitization of Data on Electronic Equipment
	Cash Handling - Cash Collection Centers
	Quality Assurance Validation
	Follow-up on Legislative Auditor's Single Audit Findings
	Follow-up on Internal and External Audit Reports
Management Advisory Services and Special Projects	
<b>University of New Orleans</b>	College of Business Administration
	Quality Assurance Validation
	Bursar Cash Collections Review
	Review of Student Technology Fees
	Follow-up on Legislative Auditor's Single Audit Findings
	Follow-up on Internal and External Audit Reports
Management Advisory Services and Special Projects	



**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FINANCE COMMITTEE**

**June 27, 2019**

**Item J.9. University of Louisiana System's report on internal and external audit activity for the period of April 5 to June 23, 2019, and annual assertions to the Board.**

**EXECUTIVE SUMMARY**

Attached is a list of internal and external reports completed by various auditors since the last Board meeting. The internal audit reports are prepared based upon independent review of university departments and functions. The internal audits are designed to ascertain compliance with established policies and procedures, to evaluate operational efficiencies of business and management practices, and to determine adequacy of internal controls. The internal audits are conducted to provide management with recommendations and comments designed to improve the operations of university departments and functions. External audits are generally conducted in accordance with laws, regulations, or contracts. Also included are internal audits that are currently in progress.

In addition, our Internal Audit Charter requires that we make certain assertions to the Board annually. Based on responses from the UL System and Campuses, the following is provided:

- The internal audit activity for the UL System and the Campuses appears to be in conformance with the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing and Code of Ethics.
- Internal Audit has maintained its organizational independence.
- Internal Audit has not experienced any interference and related implications in determining the scope of internal auditing, performing work, and/or communicating results.
- Internal Audit has not experienced any significant risk exposures and control issues, including fraud risks, governance issues, and other matters that require the attention of or requested by the Board as well as any response to risk by management that may be unacceptable to the System or University.
- Internal Audit has implemented and maintains a quality assurance program that covers all aspects of the Office of Internal Audit and continuously monitors its effectiveness. Internal Audit will complete internal self-assessments with external validations by July 31, 2020 as required by Act 314 of the 2015 Regular Legislative Session.

This is a report only and no action by the Board is necessary.

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FINANCE COMMITTEE**

**June 27, 2019**

**Item J.10.** **University of Louisiana System's** discussion of Fiscal Year 2018-19 second quarter financial reports and ongoing assurances.

**EXECUTIVE SUMMARY**

Attached is a summary of the financial activities for the quarter ended March 31, 2019. This information was obtained from second quarter financial reports submitted by each university.

This is a report only and no action by the Board is necessary.

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FINANCE COMMITTEE  
QUARTERLY FINANCIAL SUMMARY**

**June 27, 2019**

**REVENUES:**

The UL System reported year-to-date revenues through the third quarter as follows:

1. State General Fund Direct and Statutory Dedicated appropriations – \$169.7 million or 73.3% of the budgeted amount. The total percentage for the year is consistent with the actual budgeted amounts, and we expect 100% of the state appropriations to be drawn as of June 30, 2019. The budgeted amount may change based on changes to the Statutory Dedicated appropriations for SELF and on McNeese State University’s draws from the Calcasieu Parish Fund.
2. Self-Generated Funds – \$594.2 million or 93.8% of the budgeted amount. If actual summer enrollment at the universities equals or exceeds the projected enrollment, we expect to meet the budgeted amounts.
3. Total revenues reported are \$763.9 million or 87.4% of the budgeted amount.

A comparison of fiscal 2019 to fiscal 2018 self-generated revenues through the third quarter follows:

REVENUE SOURCE	THROUGH THE 3 <sup>RD</sup> QTR. OF FISCAL 2019		THROUGH THE 3 <sup>RD</sup> QTR. OF FISCAL 2018	
	AMOUNT	% OF BUDGET	AMOUNT	% OF BUDGET
Tuition and Fees	\$573,478,937	93.8%	\$565,084,198	92.8%
Other Sources	\$20,716,200	67.3%	\$18,692,264	64.5%
<b>Total Self-Generated</b>	<b>\$594,195,137</b>	<b>92.5%</b>	<b>\$583,776,462</b>	<b>91.6%</b>

**STAFF COMMENTS:**

1. State General Fund revenues increased \$3,866,502, or 2.33% compared to the third quarter of fiscal 2018. Differences in State General Fund revenues result from timing based on when universities request their state appropriations.
2. Self-generated revenues increased \$10,418,675, or 1.8% compared to the third quarter of fiscal 2018. The majority of the increase resulted from increases in tuition and fees at the universities.
3. Total revenues increased 1.9% – \$14,285,177 – compared to the second quarter of fiscal 2018. The increase resulted from an increase of approximately \$3,866,502 million in State General Fund revenues and \$12,405,579 in general registration fees offset by a decrease of \$4,010,840 in non-resident fees. Fewer international students enrolled in the universities.

**EXPENSES:**

Expenses for the UL System through the third quarter totaled \$694,791,927, an increase of \$24,171,168 (3.6%), as follows:

1. Personal services – \$474.6 million, an increase of \$18.7 million from 2018 from increases in salaries and increases in related benefits paid by the universities (e.g., increases in pension contributions for LASERS).
2. Operating services – \$59.6 million, an increase of \$1.5 million; this increase will be offset in the fourth quarter by energy surcharges yet to be applied.
3. Professional services – \$5.7 million, an increase of \$1.7 million from minor increases across all universities. This total is approximately \$2.2 million below the budgeted amount for the fiscal year.

System-wide expenses by function as of March 31, 2019, reflect the increases in expenses by the above classifications with the bulk of the increases in Instruction, Academic Support, Student Services, Institutional Support, and Operations and Maintenance of Plant.

**STAFF COMMENTS:**

*Revenues*

Self-generated revenues through the third quarter include tuition and fees for the summer and fall semesters of calendar year 2018 and the spring semester for calendar year 2019. Summer school tuition allocable to the fiscal 2019 fiscal year are not received until the fourth quarter of the fiscal year.

No universities reported a decrease in revenues. Increases ranged from 0.6% to 3.5%.

### *Expenses*

Expenses through the third quarter total \$694.8 million – 79.5% of the total budget and representing an increase of \$17.8 million over the third quarter of 2018. Through the third quarter of 2018, total expenses represented approximately 77.2% of the total budget. However, we are not expecting expenditures in excess of the budgeted amounts.

No universities reported a decrease in expenses. Increases ranged from 1.3% to 7.0%.

### **HIGHLIGHTS OF AUXILIARY FINANCIAL REPORT:**

1. Year to date revenues and expenses for auxiliary operations, excluding athletics, total \$164.4 million and \$108.7 million, respectively. Revenues increased \$8.8 million (5.6%), and expenses increased \$5.8 million (5.6%) in the third quarter. The percentage increase in expenses is trending with the increase in revenues.
2. Mandatory transfers out, excluding athletics, totaled \$24.1 million, an increase of 3.1%.
3. Universities with current year operating deficits in excess of \$50,000 in specific auxiliary operations, before mandatory and non-mandatory transfers, are:
  - a. Northwestern – \$476,371 for other.
  - b. Southeastern - \$143,504 for power plant, utilities, and telecommunications
  - c. UNO – \$272,731 for self-operated student housing and \$83,293 for the student union.

### **Athletics**

1. Total projected revenues (including transfers) are \$112,331,461 with expenses totaling \$113,325,478, resulting in an expected current year deficit totaling \$994,017. The universities with projected current year deficits have auxiliary fund balances in excess of their respective projections.
2. The universities' current year surpluses/(deficits), after non-mandatory transfers from auxiliary and operating funds, follow:
  - a. Grambling, LA Tech, McNeese, Nicholls, ULL, and UNO – currently none
  - b. Northwestern – \$48,963 surplus
  - c. Southeastern – \$376,000 deficit
  - d. ULM – \$666,980 deficit
3. Though Grambling's fund balance deficit has increased annually since 2010, the fiscal 2018 operating deficit decreased 76.6% from 2017. For fiscal 2019, Grambling is

projecting that athletics operations will breakeven with the fund balance remaining unchanged at (\$11,030,750), which is possible when considering the reduction in the annual deficit in fiscal 2018. However, we believe Grambling will report a deficit for fiscal 2019.

4. UNO's fund balance deficit has remained unchanged since 2016. The fund balance deficit for UNO when the university was transferred to ULS totaled \$4,804,137. The deficit currently totals \$4,948,618.

### **Other Information**

Student enrollment at the nine universities for the fall 2018-2019 semester totaled 91,483.

### **MANAGEMENT'S QUARTERLY CERTIFICATIONS:**

No exceptions were noted by the universities. All certifications are available for review in the System office, as well as individual university reports.

This is a report only and no action by the Board is necessary.

# Operating Data Report - Fiscal Year: 2019

## Total University of Louisiana System

Description	Available Budget	Fiscal Year-to-Date				Total To Date	
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
<b>Revenue</b>	<b>873,938,287</b>	<b>365,887,980</b>	<b>186,845,324</b>	<b>211,194,798</b>		<b>763,928,102</b>	<b>87.4%</b>
400 GENERAL FUND (DIRECT)	214,197,479	56,300,133	55,250,874	56,837,694		168,388,701	78.6%
411 STAT DED - SELF	15,839,532		0	0			
413 STAT DED - Calcasieu Parish Fund	1,552,730		0	1,344,264		1,344,264	86.6%
440 INTERAGENCY TRANSFERS	259,923		185,000	78,000		263,000	101.2%
451 FSG - GEN REGISTRATION FEES	578,618,719	288,694,917	119,727,359	138,239,632		546,661,908	94.5%
452 FSG - NON-RESIDENT FEES	32,952,390	13,212,840	6,057,260	7,546,929		26,817,029	81.4%
461 EDUCATIONAL ACTIVITIES/STATE GR	2,315,019	2,246,405	388,909	1,571,203		4,206,517	181.7%
471 OTHER SOURCES - Other	28,202,495	5,433,685	5,235,922	5,577,076		16,246,683	57.6%
<b>Expenditures by Function</b>	<b>873,938,287</b>	<b>240,265,901</b>	<b>214,308,442</b>	<b>240,217,584</b>		<b>694,791,927</b>	<b>79.5%</b>
<b>Surplus/Deficit</b>		<b>125,622,079</b>	<b>(27,463,118)</b>	<b>(27,463,118)</b>		<b>(142,058,623)</b>	
510 INSTRUCTION	367,598,571	81,839,800	106,205,853	105,624,623		293,670,276	79.9%
511 RESEARCH	37,960,869	4,278,504	6,843,791	6,917,493		18,039,788	47.5%
512 PUBLIC SERVICE	2,219,843	480,779	539,319	517,285		1,537,383	69.3%
513 ACADEMIC SUPPORT	79,226,645	19,612,543	19,464,915	19,044,736		58,122,194	73.4%
521 STUDENT SERVICES	47,841,641	11,442,360	11,766,919	11,573,007		34,782,286	72.7%
522 INSTITUTIONAL SUPPORT	122,117,492	35,203,826	28,547,898	29,034,956		92,786,680	76.0%
523 SCHOLARSHIPS & FELLOWSHIPS	110,317,303	55,035,669	13,827,988	41,657,080		110,520,737	100.2%
524 OPERATION & MAINT OF PLANT	80,524,029	23,444,216	20,576,592	21,220,156		65,240,964	81.0%
531 ATHLETICS	21,781,821	7,278,305	6,525,617	3,181,942		16,985,864	78.0%
532 OTHER	4,350,073	1,649,899	9,550	1,446,306		3,105,755	71.4%
<b>Expenditures by Object</b>	<b>873,938,287</b>	<b>240,265,900</b>	<b>214,308,444</b>	<b>240,217,583</b>		<b>694,791,927</b>	<b>79.5%</b>
<b>Surplus/Deficit</b>		<b>125,622,080</b>	<b>(27,463,120)</b>	<b>(27,463,120)</b>		<b>(142,058,623)</b>	
611 SALARIES	429,463,419	95,535,238	116,616,049	116,864,707		329,015,994	76.6%
612 OTHER COMPENSATION	11,044,744	2,076,935	3,110,015	2,557,193		7,744,143	70.1%
613 RELATED BENEFITS	185,535,909	40,428,830	47,574,518	48,833,462		136,836,810	73.8%
621 TRAVEL	3,978,539	769,868	1,467,322	745,511		2,982,701	75.0%
622 OPERATING SERVICES	67,375,580	27,583,304	15,933,190	16,103,397		59,619,891	88.5%
623 SUPPLIES	13,539,004	2,804,945	2,789,838	2,924,749		8,519,532	62.9%
631 PROFESSIONAL SERVICES	7,936,816	1,180,257	3,285,906	1,253,415		5,719,578	72.1%
632 OTHER CHARGES/INTERAGENCY	147,830,099	68,644,562	21,240,672	48,297,271		138,182,505	93.5%
633 GENERAL ACQUISITIONS	2,752,098	605,238	827,642	1,419,864		2,852,744	103.7%
634 LIBRARY ACQUISITIONS	4,482,079	636,723	1,463,292	1,218,014		3,318,029	74.0%

# UL System - Operating Data Report - Revenues

## Grambling State University

Description	Available Budget	Fiscal Year-to-Date: 2019				Total Revenue To Date	
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
<b>Revenue</b>	<b>47,664,736</b>	<b>20,115,856</b>	<b>1,236,506</b>	<b>17,767,692</b>		<b>39,120,054</b>	82.1%
400 GENERAL FUND (DIRECT)	13,654,237	4,000,000	1,069,298	4,040,760		9,110,058	66.7%
411 STAT DED - SELF	1,040,456		0	0			
451 FSG - GEN REGISTRATION FEES	29,747,855	13,230,208	(5,369)	11,083,081		24,307,920	81.7%
452 FSG - NON-RESIDENT FEES	2,674,188	1,467,271	(16,544)	1,335,043		2,785,770	104.2%
461 EDUCATIONAL ACTIVITIES/STATE GRANTS	0	1,306,731	49,826	1,169,514		2,526,071	#Div/0!
471 OTHER SOURCES - Other	548,000	111,646	139,295	139,294		390,235	71.2%

## Louisiana Tech University

Description	Available Budget	Fiscal Year-to-Date: 2019				Total Revenue To Date	
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
<b>Revenue</b>	<b>132,492,323</b>	<b>45,428,199</b>	<b>35,311,382</b>	<b>37,227,976</b>		<b>117,967,557</b>	89.0%
400 GENERAL FUND (DIRECT)	27,167,396	7,378,865	7,300,000	7,434,148		22,113,013	81.4%
411 STAT DED - SELF	1,969,279		0	0			
451 FSG - GEN REGISTRATION FEES	85,986,100	33,828,079	24,121,964	25,570,465		83,520,508	97.1%
452 FSG - NON-RESIDENT FEES	9,948,000	3,633,103	3,085,807	2,991,482		9,710,392	97.6%
461 EDUCATIONAL ACTIVITIES/STATE GRANTS	195,000	33,051	46,010	42,078		121,139	62.1%
471 OTHER SOURCES - Other	7,226,548	555,101	757,601	1,189,803		2,502,505	34.6%

## McNeese State University

Description	Available Budget	Fiscal Year-to-Date: 2019				Total Revenue To Date	
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
<b>Revenue</b>	<b>68,339,340</b>	<b>29,525,958</b>	<b>23,247,249</b>	<b>8,017,222</b>		<b>60,790,429</b>	89.0%
400 GENERAL FUND (DIRECT)	16,627,553	4,261,025	4,156,887	4,226,081		12,643,993	76.0%
411 STAT DED - SELF	1,269,937		0	0			
413 STAT DED - Calcasieu Parish Fund	1,552,730		0	1,344,264		1,344,264	86.6%
451 FSG - GEN REGISTRATION FEES	45,721,690	23,991,561	18,050,001	2,082,682		44,124,244	96.5%
452 FSG - NON-RESIDENT FEES	2,318,175	1,014,143	794,598	55,612		1,864,353	80.4%
471 OTHER SOURCES - Other	849,255	259,229	245,763	308,583		813,575	95.8%

## Nicholls State University

Description	Available Budget	Fiscal Year-to-Date: 2019				Total Revenue To Date	
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
<b>Revenue</b>	<b>56,751,166</b>	<b>27,117,790</b>	<b>21,151,200</b>	<b>5,640,990</b>		<b>53,909,980</b>	95.0%
400 GENERAL FUND (DIRECT)	13,818,395	3,933,544	3,475,000	3,532,461		10,941,005	79.2%
411 STAT DED - SELF	1,115,040		0	0			
451 FSG - GEN REGISTRATION FEES	38,966,659	22,341,373	16,375,453	1,900,019		40,616,845	104.2%
452 FSG - NON-RESIDENT FEES	154,500	95,017	67,141	5,557		167,715	108.6%
461 EDUCATIONAL ACTIVITIES/STATE GRANTS	143,033	86,010	29,842	22,397		138,249	96.7%
471 OTHER SOURCES - Other	2,553,539	661,846	1,203,764	180,556		2,046,166	80.1%



# UL System - Operating Data Report - Revenues

## Northwestern State University

Description	Available Budget	Fiscal Year-to-Date: 2019				Total Revenue To Date	
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
<b>Revenue</b>	<b>83,194,940</b>	<b>39,944,486</b>	<b>29,987,013</b>	<b>7,069,510</b>		<b>77,001,009</b>	92.6%
400 GENERAL FUND (DIRECT)	20,194,770	5,400,000	5,400,000	5,599,300		16,399,300	81.2%
411 STAT DED - SELF	1,300,807		0	0			
440 INTERAGENCY TRANSFERS	74,923		0	78,000		78,000	104.1%
451 FSG - GEN REGISTRATION FEES	60,352,468	33,987,432	24,269,003	1,257,627		59,514,062	98.6%
452 FSG - NON-RESIDENT FEES	545,567	407,748	184,887	(38,980)		553,655	101.5%
461 EDUCATIONAL ACTIVITIES/STATE GRANTS	16,801	1,432	4,583	7,501		13,516	80.4%
471 OTHER SOURCES - Other	709,604	147,874	128,540	166,062		442,476	62.4%

## Southeastern Louisiana University

Description	Available Budget	Fiscal Year-to-Date: 2019				Total Revenue To Date	
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
<b>Revenue</b>	<b>119,729,610</b>	<b>57,783,418</b>	<b>8,334,093</b>	<b>48,303,383</b>		<b>114,420,894</b>	95.6%
400 GENERAL FUND (DIRECT)	27,150,053	7,547,278	7,306,500	7,427,578		22,281,356	82.1%
411 STAT DED - SELF	2,061,293		0	0			
451 FSG - GEN REGISTRATION FEES	81,400,718	45,923,748	(82,479)	37,581,915		83,423,184	102.5%
452 FSG - NON-RESIDENT FEES	4,836,898	2,219,999	(6,239)	1,902,325		4,116,085	85.1%
461 EDUCATIONAL ACTIVITIES/STATE GRANTS	599,035	594,185	4,612	4,225		603,022	100.7%
471 OTHER SOURCES - Other	3,681,613	1,498,208	1,111,699	1,387,340		3,997,247	108.6%

## University of Louisiana at Lafayette

Description	Available Budget	Fiscal Year-to-Date: 2019				Total Revenue To Date	
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
<b>Revenue</b>	<b>175,399,574</b>	<b>68,657,859</b>	<b>52,091,776</b>	<b>17,839,143</b>		<b>138,588,778</b>	79.0%
400 GENERAL FUND (DIRECT)	45,619,806	12,307,801	12,012,128	12,159,966		36,479,895	80.0%
411 STAT DED - SELF	2,655,243		0	0			
440 INTERAGENCY TRANSFERS	185,000		185,000	0		185,000	100.0%
451 FSG - GEN REGISTRATION FEES	113,033,745	52,172,805	36,519,818	4,521,941		93,214,564	82.5%
452 FSG - NON-RESIDENT FEES	7,775,000	2,336,292	2,101,107	(284,299)		4,153,100	53.4%
471 OTHER SOURCES - Other	6,130,780	1,840,961	1,273,723	1,441,535		4,556,219	74.3%

## University of Louisiana at Monroe

Description	Available Budget	Fiscal Year-to-Date: 2019				Total Revenue To Date	
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
<b>Revenue</b>	<b>92,423,318</b>	<b>36,920,152</b>	<b>8,696,403</b>	<b>34,912,025</b>		<b>80,528,580</b>	87.1%
400 GENERAL FUND (DIRECT)	24,316,359	5,000,000	8,138,631	5,793,579		18,932,210	77.9%
411 STAT DED - SELF	1,879,249		0	0			
451 FSG - GEN REGISTRATION FEES	62,986,110	30,957,022	313,661	28,053,840		59,324,523	94.2%
452 FSG - NON-RESIDENT FEES	1,696,000	708,220	(145,602)	598,189		1,160,807	68.4%
461 EDUCATIONAL ACTIVITIES/STATE GRANTS	893,050	101,911	205,185	280,716		587,812	65.8%
471 OTHER SOURCES - Other	652,550	152,999	184,528	185,701		523,228	80.2%

# UL System - Operating Data Report - Revenues

## University of New Orleans

Description	Available Budget	Fiscal Year-to-Date: 2019				Total Revenue To Date	
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
<b>Revenue</b>	<b>97,943,280</b>	<b>40,394,262</b>	<b>6,789,702</b>	<b>34,416,857</b>		<b>81,600,821</b>	83.3%
400 GENERAL FUND (DIRECT)	25,648,910	6,471,620	6,392,430	6,623,821		19,487,871	76.0%
411 STAT DED - SELF	2,548,228		0	0			
451 FSG - GEN REGISTRATION FEES	60,423,374	32,262,689	165,307	26,188,062		58,616,058	97.0%
452 FSG - NON-RESIDENT FEES	3,004,062	1,331,047	(7,895)	982,000		2,305,152	76.7%
461 EDUCATIONAL ACTIVITIES/STATE GRANTS	468,100	123,085	48,851	44,772		216,708	46.3%
471 OTHER SOURCES - Other	5,850,606	205,821	191,009	578,202		975,032	16.7%

# UL System - Operating Data Report - Expenses/Expenditures

## Grambling State University

Description	Available Budget	Fiscal Year-to-Date: 2019				Total Expenses To Date	
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
<b>Expenditures by Function</b>	<b>47,664,736</b>	<b>9,617,234</b>	<b>12,576,899</b>	<b>13,024,948</b>		<b>35,219,081</b>	73.9%
510 INSTRUCTION	21,825,341	3,795,733	6,087,448	6,289,593		16,172,774	74.1%
511 RESEARCH	855	38	4,231	96		4,365	510.5%
513 ACADEMIC SUPPORT	2,848,619	564,129	676,805	725,652		1,966,586	69.0%
521 STUDENT SERVICES	2,380,168	490,094	483,951	536,338		1,510,383	63.5%
522 INSTITUTIONAL SUPPORT	8,738,150	1,974,657	3,028,007	1,842,304		6,844,968	78.3%
523 SCHOLARSHIPS & FELLOWSHIPS	2,867,160	1,538,688	28,676	1,355,361		2,922,725	101.9%
524 OPERATION & MAINT OF PLANT	7,245,803	1,253,895	2,267,781	2,275,604		5,797,280	80.0%
531 ATHLETICS	1,758,640		0	0			
<b>Expenditures by Object</b>	<b>47,664,736</b>	<b>9,617,233</b>	<b>12,576,901</b>	<b>13,024,947</b>		<b>35,219,081</b>	73.9%
611 SALARIES	25,144,338	4,831,897	6,538,018	6,530,033		17,899,948	71.2%
612 OTHER COMPENSATION	278,923	13,988	77,329	65,379		156,696	56.2%
613 RELATED BENEFITS	9,978,516	2,167,650	2,793,773	3,085,113		8,046,536	80.6%
621 TRAVEL	266,127	149,965	589,458	(42,809)		696,614	261.8%
622 OPERATING SERVICES	4,557,207	772,936	958,364	1,617,910		3,349,210	73.5%
623 SUPPLIES	536,959	64,696	166,509	151,543		382,748	71.3%
631 PROFESSIONAL SERVICES	1,808,737	33,488	1,072,326	146,724		1,252,538	69.2%
632 OTHER CHARGES/INTERAGENCY	4,782,101	1,560,651	53,479	1,382,742		2,996,872	62.7%
633 GENERAL ACQUISITIONS	311,828	21,962	157,560	27,203		206,725	66.3%
634 LIBRARY ACQUISITIONS	0		170,085	61,109		231,194	#Div/0!

## Louisiana Tech University

Description	Available Budget	Fiscal Year-to-Date: 2019				Total Expenses To Date	
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
<b>Expenditures by Function</b>	<b>132,492,323</b>	<b>33,182,764</b>	<b>36,298,286</b>	<b>33,949,107</b>		<b>103,430,157</b>	78.1%
510 INSTRUCTION	40,823,069	6,997,889	12,216,922	11,727,528		30,942,339	75.8%
511 RESEARCH	12,766,123	2,028,025	4,050,707	3,895,785		9,974,517	78.1%
512 PUBLIC SERVICE	131,251	35,874	28,674	28,823		93,371	71.1%
513 ACADEMIC SUPPORT	11,028,138	2,700,655	3,343,986	2,847,110		8,891,751	80.6%
521 STUDENT SERVICES	4,859,352	1,218,583	1,152,359	1,134,193		3,505,135	72.1%
522 INSTITUTIONAL SUPPORT	11,677,307	3,438,763	2,030,378	2,124,124		7,593,265	65.0%
523 SCHOLARSHIPS & FELLOWSHIPS	37,791,682	13,971,610	9,820,829	9,661,766		33,454,205	88.5%
524 OPERATION & MAINT OF PLANT	10,272,761	2,791,365	2,083,111	1,744,118		6,618,594	64.4%
531 ATHLETICS	3,142,640		1,571,320	785,660		2,356,980	75.0%
<b>Expenditures by Object</b>	<b>132,492,323</b>	<b>33,182,764</b>	<b>36,298,286</b>	<b>33,949,107</b>		<b>103,430,157</b>	78.1%
611 SALARIES	52,593,473	9,898,541	15,307,589	14,663,776		39,869,906	75.8%
612 OTHER COMPENSATION	1,739,094	184,794	482,765	395,998		1,063,557	61.2%
613 RELATED BENEFITS	24,109,047	4,336,741	6,049,040	5,986,266		16,372,047	67.9%
621 TRAVEL	583,050	98,840	178,866	153,851		431,557	74.0%
622 OPERATING SERVICES	6,802,883	2,241,947	1,633,761	1,161,892		5,037,600	74.1%
623 SUPPLIES	1,794,430	349,964	397,743	304,020		1,051,727	58.6%
631 PROFESSIONAL SERVICES	189,500	20,952	81,231	(8,055)		94,128	49.7%
632 OTHER CHARGES/INTERAGENCY	42,928,811	15,772,996	11,493,781	10,668,150		37,934,927	88.4%
633 GENERAL ACQUISITIONS	340,035	81,399	72,001	69,586		222,986	65.6%
634 LIBRARY ACQUISITIONS	1,412,000	196,590	601,509	553,623		1,351,722	95.7%

# UL System - Operating Data Report - Expenses/Expenditures

## McNeese State University

Description	Available Budget	Fiscal Year-to-Date: 2019				Total Expenses To Date	
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
<b>Expenditures by Function</b>	<b>68,339,340</b>	<b>17,978,511</b>	<b>13,758,009</b>	<b>17,260,427</b>		<b>48,996,947</b>	71.7%
510 INSTRUCTION	29,121,193	5,346,245	6,697,835	6,569,501		18,613,581	63.9%
511 RESEARCH	378,737		0	0			
513 ACADEMIC SUPPORT	5,537,971	1,509,239	1,240,773	1,275,365		4,025,377	72.7%
521 STUDENT SERVICES	4,060,998	806,522	850,671	846,519		2,503,712	61.7%
522 INSTITUTIONAL SUPPORT	9,444,989	2,955,167	2,417,275	2,734,479		8,106,921	85.8%
523 SCHOLARSHIPS & FELLOWSHIPS	6,592,152	3,577,931	450,589	2,400,994		6,429,514	97.5%
524 OPERATION & MAINT OF PLANT	5,907,697	1,291,525	1,148,463	1,067,708		3,507,696	59.4%
531 ATHLETICS	3,809,612	952,403	952,403	952,403		2,857,209	75.0%
532 OTHER	3,485,991	1,539,479	0	1,413,458		2,952,937	84.7%
<b>Expenditures by Object</b>	<b>68,339,340</b>	<b>17,978,511</b>	<b>13,758,009</b>	<b>17,260,427</b>		<b>48,996,947</b>	71.7%
611 SALARIES	32,166,209	6,672,031	7,598,450	7,629,696		21,900,177	68.1%
612 OTHER COMPENSATION	591,930	138,944	151,753	158,409		449,106	75.9%
613 RELATED BENEFITS	15,222,114	3,145,809	3,545,658	3,576,750		10,268,217	67.5%
621 TRAVEL	186,240	33,969	49,376	23,327		106,672	57.3%
622 OPERATING SERVICES	4,543,598	1,615,848	733,753	687,206		3,036,807	66.8%
623 SUPPLIES	762,138	133,708	113,864	108,839		356,411	46.8%
631 PROFESSIONAL SERVICES	331,209	48,169	48,669	78,343		175,181	52.9%
632 OTHER CHARGES/INTERAGENCY	14,241,255	6,072,884	1,425,160	4,948,034		12,446,078	87.4%
633 GENERAL ACQUISITIONS	198,022	50,907	63,216	39,823		153,946	77.7%
634 LIBRARY ACQUISITIONS	96,625	66,242	28,110	10,000		104,352	108.0%

## Nicholls State University

Description	Available Budget	Fiscal Year-to-Date: 2019				Total Expenses To Date	
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
<b>Expenditures by Function</b>	<b>56,751,166</b>	<b>13,494,215</b>	<b>13,955,356</b>	<b>15,420,682</b>		<b>42,870,253</b>	75.5%
510 INSTRUCTION	29,987,233	5,588,631	7,992,840	8,826,789		22,408,260	74.7%
511 RESEARCH	456,681	41,481	283,540	45,672		370,693	81.2%
513 ACADEMIC SUPPORT	5,871,611	1,267,723	1,427,515	1,171,307		3,866,545	65.9%
521 STUDENT SERVICES	3,573,209	766,547	813,622	868,941		2,449,110	68.5%
522 INSTITUTIONAL SUPPORT	7,247,523	2,486,857	1,687,350	1,934,378		6,108,585	84.3%
523 SCHOLARSHIPS & FELLOWSHIPS	3,093,295	1,600,442	99,313	1,261,417		2,961,172	95.7%
524 OPERATION & MAINT OF PLANT	5,776,816	1,742,397	1,024,191	1,308,172		4,074,760	70.5%
531 ATHLETICS	624,798		624,798	0		624,798	100.0%
532 OTHER	120,000	137	2,187	4,006		6,330	5.3%
<b>Expenditures by Object</b>	<b>56,751,166</b>	<b>13,494,215</b>	<b>13,955,356</b>	<b>15,420,682</b>		<b>42,870,253</b>	75.5%
611 SALARIES	29,788,063	6,613,601	7,739,219	8,830,239		23,183,059	77.8%
612 OTHER COMPENSATION	356,266	59,595	170,389	84,125		314,109	88.2%
613 RELATED BENEFITS	14,582,838	2,678,138	3,765,127	4,123,498		10,566,763	72.5%
621 TRAVEL	340,836	31,304	61,346	62,576		155,226	45.5%
622 OPERATING SERVICES	3,816,207	1,227,057	590,227	666,554		2,483,838	65.1%
623 SUPPLIES	1,154,393	188,621	266,369	225,660		680,650	59.0%
631 PROFESSIONAL SERVICES	187,054	9,844	72,199	46,264		128,307	68.6%
632 OTHER CHARGES/INTERAGENCY	6,077,202	2,630,572	995,846	1,334,111		4,960,529	81.6%
633 GENERAL ACQUISITIONS	38,786	19,660	23,154	12,370		55,184	142.3%
634 LIBRARY ACQUISITIONS	409,521	35,823	271,480	35,285		342,588	83.7%

# UL System - Operating Data Report - Expenses/Expenditures

## Northwestern State University

Description	Available Budget	Fiscal Year-to-Date: 2019				Total Expenses To Date	
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
<b>Expenditures by Function</b>	<b>83,194,940</b>	<b>25,272,799</b>	<b>17,298,825</b>	<b>22,966,876</b>		<b>65,538,500</b>	78.8%
510 INSTRUCTION	38,531,677	8,135,144	10,537,312	10,106,507		28,778,963	74.7%
511 RESEARCH	209,136	34,971	33,870	0		68,841	32.9%
512 PUBLIC SERVICE	72,262	28,876	12,913	14,167		55,956	77.4%
513 ACADEMIC SUPPORT	6,514,718	1,531,057	1,574,056	1,482,779		4,587,892	70.4%
521 STUDENT SERVICES	6,087,464	1,356,284	1,300,677	1,291,028		3,947,989	64.9%
522 INSTITUTIONAL SUPPORT	10,039,225	2,454,284	2,125,413	3,324,825		7,904,522	78.7%
523 SCHOLARSHIPS & FELLOWSHIPS	10,614,218	5,571,244	175,431	4,995,152		10,741,827	101.2%
524 OPERATION & MAINT OF PLANT	6,624,320	1,770,401	1,531,790	1,723,576		5,025,767	75.9%
531 ATHLETICS	4,324,803	4,324,803	0	0		4,324,803	100.0%
532 OTHER	177,117	65,735	7,363	28,842		101,940	57.6%
<b>Expenditures by Object</b>	<b>83,194,940</b>	<b>25,272,799</b>	<b>17,298,825</b>	<b>22,966,876</b>		<b>65,538,500</b>	78.8%
611 SALARIES	40,106,816	8,362,536	10,744,091	10,931,861		30,038,488	74.9%
612 OTHER COMPENSATION	708,873	127,533	243,478	149,619		520,630	73.4%
613 RELATED BENEFITS	18,425,036	3,760,361	4,440,482	4,493,729		12,694,572	68.9%
621 TRAVEL	394,645	87,024	120,699	120,185		327,908	83.1%
622 OPERATING SERVICES	6,400,768	2,455,529	1,041,769	1,345,385		4,842,683	75.7%
623 SUPPLIES	625,869	210,689	153,440	129,694		493,823	78.9%
631 PROFESSIONAL SERVICES	491,886	197,387	67,637	134,074		399,098	81.1%
632 OTHER CHARGES/INTERAGENCY	15,303,570	9,979,118	236,019	5,221,489		15,436,626	100.9%
633 GENERAL ACQUISITIONS	329,842	43,174	44,197	338,406		425,777	129.1%
634 LIBRARY ACQUISITIONS	407,635	49,448	207,013	102,434		358,895	88.0%

# UL System - Operating Data Report - Expenses/Expenditures

## Southeastern Louisiana University

Description	Available Budget	Fiscal Year-to-Date: 2019				Total Expenses To Date	
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
<b>Expenditures by Function</b>	<b>119,729,610</b>	<b>37,099,381</b>	<b>29,645,932</b>	<b>33,823,542</b>		<b>100,568,855</b>	84.0%
510 INSTRUCTION	58,541,101	15,217,675	16,122,511	16,513,511		47,853,697	81.7%
511 RESEARCH	438,837	105,758	117,168	109,878		332,804	75.8%
512 PUBLIC SERVICE	1,590,593	376,248	457,453	429,843		1,263,544	79.4%
513 ACADEMIC SUPPORT	12,061,112	2,535,802	3,509,150	2,849,090		8,894,042	73.7%
521 STUDENT SERVICES	6,574,810	1,864,512	1,703,796	1,752,549		5,320,857	80.9%
522 INSTITUTIONAL SUPPORT	14,084,265	4,369,559	3,300,961	3,280,286		10,950,806	77.8%
523 SCHOLARSHIPS & FELLOWSHIPS	11,120,514	7,389,259	19,329	5,934,680		13,343,268	120.0%
524 OPERATION & MAINT OF PLANT	12,394,067	4,105,639	2,770,807	2,809,080		9,685,526	78.1%
531 ATHLETICS	2,924,311	1,134,929	1,644,757	144,625		2,924,311	100.0%
<b>Expenditures by Object</b>	<b>119,729,610</b>	<b>37,099,381</b>	<b>29,645,932</b>	<b>33,823,542</b>		<b>100,568,855</b>	84.0%
611 SALARIES	61,949,086	15,853,096	17,011,202	17,327,834		50,192,132	81.0%
612 OTHER COMPENSATION	1,595,837	357,457	408,019	396,036		1,161,512	72.8%
613 RELATED BENEFITS	27,021,444	7,405,480	7,283,574	7,430,361		22,119,415	81.9%
621 TRAVEL	715,241	147,281	163,767	87,894		398,942	55.8%
622 OPERATING SERVICES	9,475,144	3,491,744	1,970,896	1,067,241		6,529,881	68.9%
623 SUPPLIES	1,686,666	406,310	331,638	349,291		1,087,239	64.5%
631 PROFESSIONAL SERVICES	1,114,904	169,415	443,854	427,872		1,041,141	93.4%
632 OTHER CHARGES/INTERAGENCY	15,506,590	9,051,657	1,858,362	6,236,176		17,146,195	110.6%
633 GENERAL ACQUISITIONS	618,398	172,636	149,700	458,503		780,839	126.3%
634 LIBRARY ACQUISITIONS	46,300	44,305	24,920	42,334		111,559	240.9%

## University of Louisiana at Lafayette

Description	Available Budget	Fiscal Year-to-Date: 2019				Total Expenses To Date	
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
<b>Expenditures by Function</b>	<b>175,399,574</b>	<b>55,412,075</b>	<b>45,497,268</b>	<b>49,028,474</b>		<b>149,937,817</b>	85.5%
510 INSTRUCTION	74,545,765	22,708,470	26,497,491	24,998,708		74,204,669	99.5%
511 RESEARCH	14,736,832	28,309	25,442	26,205		79,956	0.5%
512 PUBLIC SERVICE	185,000		0	0			
513 ACADEMIC SUPPORT	16,923,136	5,378,640	4,029,711	4,446,586		13,854,937	81.9%
521 STUDENT SERVICES	8,754,348	2,087,199	2,324,941	2,191,979		6,604,119	75.4%
522 INSTITUTIONAL SUPPORT	29,892,182	9,942,037	7,512,223	6,674,389		24,128,649	80.7%
523 SCHOLARSHIPS & FELLOWSHIPS	16,746,883	9,342,732	1,905,306	6,763,996		18,012,034	107.6%
524 OPERATION & MAINT OF PLANT	13,093,010	5,924,688	3,202,154	3,926,611		13,053,453	99.7%
532 OTHER	522,418		0	0			
<b>Expenditures by Object</b>	<b>175,399,574</b>	<b>55,412,075</b>	<b>45,497,268</b>	<b>49,028,474</b>		<b>149,937,817</b>	85.5%
611 SALARIES	100,554,288	25,450,236	29,112,342	27,548,227		82,110,805	81.7%
612 OTHER COMPENSATION	1,575,979	282,027	399,208	357,052		1,038,287	65.9%
613 RELATED BENEFITS	39,793,609	9,041,084	10,260,926	9,536,464		28,838,474	72.5%
621 TRAVEL	527,593	116,869	113,302	116,843		347,014	65.8%
622 OPERATING SERVICES	11,814,104	10,283,968	2,929,873	3,877,848		17,091,689	144.7%
623 SUPPLIES	1,682,129	405,701	413,783	267,018		1,086,502	64.6%
631 PROFESSIONAL SERVICES	924,558	111,718	249,164	225,108		585,990	63.4%
632 OTHER CHARGES/INTERAGENCY	17,884,749	9,593,116	1,978,072	7,004,464		18,575,652	103.9%
633 GENERAL ACQUISITIONS	85,250	127,356	40,424	90,780		258,560	303.3%
634 LIBRARY ACQUISITIONS	557,315		174	4,670		4,844	0.9%

# UL System - Operating Data Report - Expenses/Expenditures

## University of Louisiana at Monroe

Description	Available Budget	Fiscal Year-to-Date: 2019				Total Expenses To Date	
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
<b>Expenditures by Function</b>	<b>92,423,318</b>	<b>23,517,317</b>	<b>23,765,010</b>	<b>27,029,305</b>		<b>74,311,632</b>	80.4%
510 INSTRUCTION	37,407,726	5,632,009	10,745,707	11,534,925		27,912,641	74.6%
511 RESEARCH	4,519,149	1,125,735	1,119,576	1,137,328		3,382,639	74.9%
512 PUBLIC SERVICE	150,638	39,606	40,279	44,452		124,337	82.5%
513 ACADEMIC SUPPORT	5,452,160	1,437,300	1,145,528	1,319,658		3,902,486	71.6%
521 STUDENT SERVICES	4,614,570	1,062,883	1,186,111	1,193,623		3,442,617	74.6%
522 INSTITUTIONAL SUPPORT	13,222,231	3,444,062	3,551,058	3,197,956		10,193,076	77.1%
523 SCHOLARSHIPS & FELLOWSHIPS	14,250,364	7,574,679	1,218,070	5,576,363		14,369,112	100.8%
524 OPERATION & MAINT OF PLANT	7,564,916	2,290,325	3,026,342	1,725,746		7,042,413	93.1%
531 ATHLETICS	5,197,017	866,170	1,732,339	1,299,254		3,897,763	75.0%
532 OTHER	44,547	44,548	0	0		44,548	100.0%
<b>Expenditures by Object</b>	<b>92,423,318</b>	<b>23,517,317</b>	<b>23,765,010</b>	<b>27,029,305</b>		<b>74,311,632</b>	80.4%
611 SALARIES	42,467,498	7,789,876	11,336,246	12,682,135		31,808,257	74.9%
612 OTHER COMPENSATION	811,510	177,189	228,711	167,197		573,097	70.6%
613 RELATED BENEFITS	18,879,038	3,740,614	5,120,662	5,592,731		14,454,007	76.6%
621 TRAVEL	604,590	84,824	150,586	94,615		330,025	54.6%
622 OPERATING SERVICES	6,635,987	2,593,370	3,011,853	788,671		6,393,894	96.4%
623 SUPPLIES	1,389,633	285,988	413,381	305,226		1,004,595	72.3%
631 PROFESSIONAL SERVICES	934,761	146,217	178,785	308,817		633,819	67.8%
632 OTHER CHARGES/INTERAGENCY	19,714,168	8,514,334	3,075,553	6,902,989		18,492,876	93.8%
633 GENERAL ACQUISITIONS	590,733	70,507	237,584	144,595		452,686	76.6%
634 LIBRARY ACQUISITIONS	395,400	114,398	11,649	42,329		168,376	42.6%

## University of New Orleans

Description	Available Budget	Fiscal Year-to-Date: 2019				Total Expenses To Date	
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
<b>Expenditures by Function</b>	<b>97,943,280</b>	<b>24,691,605</b>	<b>21,512,857</b>	<b>27,714,223</b>		<b>73,918,685</b>	75.5%
510 INSTRUCTION	36,815,466	8,418,004	9,307,787	9,057,561		26,783,352	72.8%
511 RESEARCH	4,454,519	914,187	1,209,257	1,702,529		3,825,973	85.9%
512 PUBLIC SERVICE	90,099	175	0	0		175	0.2%
513 ACADEMIC SUPPORT	12,989,180	2,687,998	2,517,391	2,927,189		8,132,578	62.6%
521 STUDENT SERVICES	6,936,722	1,789,736	1,950,791	1,757,837		5,498,364	79.3%
522 INSTITUTIONAL SUPPORT	17,771,620	4,138,440	2,895,233	3,922,215		10,955,888	61.6%
523 SCHOLARSHIPS & FELLOWSHIPS	7,241,035	4,469,084	110,445	3,707,351		8,286,880	114.4%
524 OPERATION & MAINT OF PLANT	11,644,639	2,273,981	3,521,953	4,639,541		10,435,475	89.6%
<b>Expenditures by Object</b>	<b>97,943,280</b>	<b>24,691,605</b>	<b>21,512,857</b>	<b>27,714,223</b>		<b>73,918,685</b>	75.5%
611 SALARIES	44,693,648	10,063,424	11,228,892	10,720,906		32,013,222	71.6%
612 OTHER COMPENSATION	3,386,332	735,408	948,363	783,378		2,467,149	72.9%
613 RELATED BENEFITS	17,524,267	4,152,953	4,315,276	5,008,550		13,476,779	76.9%
621 TRAVEL	360,217	19,792	39,922	129,029		188,743	52.4%
622 OPERATING SERVICES	13,329,682	2,900,905	3,062,694	4,890,690		10,854,289	81.4%
623 SUPPLIES	3,906,787	759,268	533,111	1,083,458		2,375,837	60.8%
631 PROFESSIONAL SERVICES	1,954,207	443,067	1,072,041	(105,732)		1,409,376	72.1%
632 OTHER CHARGES/INTERAGENCY	11,391,653	5,469,234	124,400	4,599,116		10,192,750	89.5%
633 GENERAL ACQUISITIONS	239,204	17,637	39,806	238,598		296,041	123.8%
634 LIBRARY ACQUISITIONS	1,157,283	129,917	148,352	366,230		644,499	55.7%

## UL System - 3rd Quarter Comparison Fiscal 2019

Description	2017	2018	2019	FY 18 to 19
<b>Revenue</b>	<b>754,293,775</b>	<b>749,642,925</b>	<b>763,928,102</b>	<b>1.9%</b>
GENERAL FUND (DIRECT)	170,969,615	164,905,670	168,388,701	2.1%
STAT DED - SELF	0	0	0	
STAT DED - Higher Education Initiatives Fund	0	0	0	
STAT DED - Calcasieu Parish Fund	1,112,062	960,793	1,344,264	39.9%
FEDERAL APPROPRIATIONS	0	0	0	
INTERAGENCY TRANSFERS	185,000	78,000	263,000	237.2%
FSG - GEN REGISTRATION FEES	514,133,479	534,256,329	546,661,908	2.3%
FSG - NON-RESIDENT FEES	50,748,557	30,827,869	26,817,029	(13.0%)
EDUCATIONAL ACTIVITIES/STATE GRANTS	3,770,811	3,904,637	4,206,517	7.7%
OTHER SOURCES - Other	13,374,251	14,709,627	16,246,683	10.4%
<b>Expenditures by Function</b>	<b>652,744,742</b>	<b>670,620,759</b>	<b>694,791,927</b>	<b>3.6%</b>
INSTRUCTION	277,956,814	284,047,017	293,670,276	3.4%
RESEARCH	16,069,184	17,305,463	18,039,788	4.2%
PUBLIC SERVICE	1,461,889	1,476,758	1,537,383	4.1%
ACADEMIC SUPPORT	53,275,205	55,972,506	58,122,194	3.8%
STUDENT SERVICES	30,926,341	32,826,631	34,782,286	6.0%
INSTITUTIONAL SUPPORT	82,421,646	86,472,366	92,786,680	7.3%
SCHOLARSHIPS & FELLOWSHIPS	109,749,987	109,901,934	110,520,737	0.6%
OPERATION & MAINT OF PLANT	61,499,999	62,769,242	65,240,964	3.9%
ATHLETICS	16,642,648	17,142,180	16,985,864	(0.9%)
OTHER	2,741,027	2,706,662	3,105,755	14.7%
<b>Expenditures by Object</b>	<b>652,744,741</b>	<b>670,620,757</b>	<b>694,791,927</b>	<b>3.6%</b>
SALARIES	306,878,024	312,788,721	329,015,994	5.2%
OTHER COMPENSATION	7,826,167	7,888,160	7,744,143	(1.8%)
RELATED BENEFITS	123,812,868	134,231,472	136,836,810	1.9%
TRAVEL	2,013,502	2,670,822	2,982,701	11.7%
OPERATING SERVICES	56,013,961	58,121,463	59,619,891	2.6%
SUPPLIES	7,637,753	8,049,408	8,519,532	5.8%
PROFESSIONAL SERVICES	4,110,985	4,008,039	5,719,578	42.7%
OTHER CHARGES/INTERAGENCY	137,947,481	137,185,264	138,182,505	0.7%
GENERAL ACQUISITIONS	1,786,297	1,576,339	2,852,744	81.0%
GENERAL ACQUISITIONS/MAJOR REPAIRS	269,955	465,635		
LIBRARY ACQUISITIONS	4,447,748	3,635,434	3,318,029	(8.7%)



# UL System - 3rd Quarter Comparison

## Grambling State University

Description	2017	2018	2019	FY 18 to 19
<b>Revenue</b>	<b>40,463,625</b>	<b>38,877,834</b>	<b>39,120,054</b>	<b>0.6%</b>
GENERAL FUND (DIRECT)	10,989,554	9,251,531	9,110,058	(1.5%)
STAT DED - SELF	0	0	0	
STAT DED - Higher Education Initiatives Fund	0	0	0	
STAT DED - Calcasieu Parish Fund	0	0	0	
FEDERAL APPROPRIATIONS	0	0	0	
FSG - GEN REGISTRATION FEES	23,167,633	24,307,488	24,307,920	0.0%
FSG - NON-RESIDENT FEES	2,648,422	2,742,563	2,785,770	1.6%
EDUCATIONAL ACTIVITIES/STATE GRANTS	2,180,278	2,268,469	2,526,071	11.4%
OTHER SOURCES - Other	1,477,738	307,783	390,235	26.8%
<b>Expenditures by Function</b>	<b>33,292,560</b>	<b>34,208,054</b>	<b>35,219,081</b>	<b>3.0%</b>
INSTRUCTION	15,247,426	15,465,122	16,172,774	4.6%
RESEARCH	38,687	257	4,365	1,598.4%
PUBLIC SERVICE	0	485	0	(100.0%)
ACADEMIC SUPPORT	1,750,394	1,806,676	1,966,586	8.9%
STUDENT SERVICES	1,659,073	1,610,268	1,510,383	(6.2%)
INSTITUTIONAL SUPPORT	6,416,767	6,896,388	6,844,968	(0.7%)
SCHOLARSHIPS & FELLOWSHIPS	2,591,567	2,854,598	2,922,725	2.4%
OPERATION & MAINT OF PLANT	5,588,646	5,574,260	5,797,280	4.0%
ATHLETICS	0	0	0	
OTHER	0	0	0	
<b>Expenditures by Object</b>	<b>33,292,560</b>	<b>34,208,052</b>	<b>35,219,081</b>	<b>3.0%</b>
SALARIES	16,967,976	17,311,320	17,899,948	3.4%
OTHER COMPENSATION	171,266	135,043	156,696	16.0%
RELATED BENEFITS	7,715,940	7,731,775	8,046,536	4.1%
TRAVEL	308,568	730,668	696,614	(4.7%)
OPERATING SERVICES	3,155,293	3,190,858	3,349,210	5.0%
SUPPLIES	514,533	395,892	382,748	(3.3%)
PROFESSIONAL SERVICES	1,334,773	1,356,834	1,252,538	(7.7%)
OTHER CHARGES/INTERAGENCY	2,681,248	2,963,632	2,996,872	1.1%
GENERAL ACQUISITIONS	104,236	49,220	206,725	320.0%
LIBRARY ACQUISITIONS	338,727	342,810	231,194	(32.6%)

# UL System - 3rd Quarter Comparison

## Louisiana Tech University

Description	2017	2018	2019	FY 18 to 19
<b>Revenue</b>	<b>121,543,179</b>	<b>115,766,749</b>	<b>117,967,557</b>	<b>1.9%</b>
GENERAL FUND (DIRECT)	23,805,425	21,591,621	22,113,013	2.4%
STAT DED - SELF		0	0	
STAT DED - Higher Education Initiatives Fund		0	0	
STAT DED - Calcasieu Parish Fund		0	0	
FEDERAL APPROPRIATIONS		0	0	
FSG - GEN REGISTRATION FEES	76,564,780	81,520,102	83,520,508	2.5%
FSG - NON-RESIDENT FEES	18,813,857	9,993,061	9,710,392	(2.8%)
EDUCATIONAL ACTIVITIES/STATE GRANTS	93,723	149,124	121,139	(18.8%)
OTHER SOURCES - Other	2,265,394	2,512,841	2,502,505	(0.4%)
<b>Expenditures by Function</b>	<b>106,702,375</b>	<b>102,112,101</b>	<b>103,430,157</b>	<b>1.3%</b>
INSTRUCTION	29,042,100	29,994,371	30,942,339	3.2%
RESEARCH	8,660,286	9,526,543	9,974,517	4.7%
PUBLIC SERVICE	94,509	99,422	93,371	(6.1%)
ACADEMIC SUPPORT	7,478,098	7,605,464	8,891,751	16.9%
STUDENT SERVICES	3,290,879	3,259,394	3,505,135	7.5%
INSTITUTIONAL SUPPORT	7,234,438	7,024,646	7,593,265	8.1%
SCHOLARSHIPS & FELLOWSHIPS	41,779,859	35,985,673	33,454,205	(7.0%)
OPERATION & MAINT OF PLANT	6,765,226	6,259,466	6,618,594	5.7%
ATHLETICS	2,356,980	2,357,122	2,356,980	0.0%
OTHER		0	0	
<b>Expenditures by Object</b>	<b>106,702,375</b>	<b>102,112,101</b>	<b>103,430,157</b>	<b>1.3%</b>
SALARIES	36,517,535	37,872,165	39,869,906	5.3%
OTHER COMPENSATION	1,039,772	964,860	1,063,557	10.2%
RELATED BENEFITS	14,904,642	15,688,840	16,372,047	4.4%
TRAVEL	306,504	366,098	431,557	17.9%
OPERATING SERVICES	4,757,972	4,187,889	5,037,600	20.3%
SUPPLIES	1,146,387	966,264	1,051,727	8.8%
PROFESSIONAL SERVICES	133,529	77,781	94,128	21.0%
OTHER CHARGES/INTERAGENCY	46,331,628	40,434,920	37,934,927	(6.2%)
GENERAL ACQUISITIONS	316,677	268,161	222,986	(16.8%)
LIBRARY ACQUISITIONS	1,247,729	1,285,123	1,351,722	5.2%

# UL System - 3rd Quarter Comparison

## McNeese State University

Description	2017	2018	2019	FY 18 to 19
<b>Revenue</b>	<b>57,770,204</b>	<b>58,811,549</b>	<b>60,790,429</b>	<b>3.4%</b>
GENERAL FUND (DIRECT)	12,645,209	12,534,983	12,643,993	0.9%
STAT DED - SELF		0	0	
STAT DED - Higher Education Initiatives Fund		0	0	
STAT DED - Calcasieu Parish Fund	1,112,062	960,793	1,344,264	39.9%
FEDERAL APPROPRIATIONS		0	0	
FSG - GEN REGISTRATION FEES	40,200,240	42,409,127	44,124,244	4.0%
FSG - NON-RESIDENT FEES	3,402,284	2,372,621	1,864,353	(21.4%)
EDUCATIONAL ACTIVITIES/STATE GRANTS		0	0	
OTHER SOURCES - Other	410,409	534,025	813,575	52.3%
<b>Expenditures by Function</b>	<b>46,856,716</b>	<b>48,185,516</b>	<b>48,996,947</b>	<b>1.7%</b>
INSTRUCTION	17,770,679	18,471,314	18,613,581	0.8%
RESEARCH		0	0	
PUBLIC SERVICE		0	0	
ACADEMIC SUPPORT	4,033,357	4,115,775	4,025,377	(2.2%)
STUDENT SERVICES	2,465,981	2,567,115	2,503,712	(2.5%)
INSTITUTIONAL SUPPORT	7,330,403	7,677,064	8,106,921	5.6%
SCHOLARSHIPS & FELLOWSHIPS	6,091,347	6,352,989	6,429,514	1.2%
OPERATION & MAINT OF PLANT	3,627,667	3,579,920	3,507,696	(2.0%)
ATHLETICS	2,827,066	2,836,533	2,857,209	0.7%
OTHER	2,710,216	2,584,806	2,952,937	14.2%
<b>Expenditures by Object</b>	<b>46,856,716</b>	<b>48,185,516</b>	<b>48,996,947</b>	<b>1.7%</b>
SALARIES	21,388,161	21,829,703	21,900,177	0.3%
OTHER COMPENSATION	410,408	410,416	449,106	9.4%
RELATED BENEFITS	9,653,715	10,293,356	10,268,217	(0.2%)
TRAVEL	104,641	78,484	106,672	35.9%
OPERATING SERVICES	2,763,722	2,893,921	3,036,807	4.9%
SUPPLIES	372,867	341,833	356,411	4.3%
PROFESSIONAL SERVICES	206,687	199,989	175,181	(12.4%)
OTHER CHARGES/INTERAGENCY	11,675,411	11,784,870	12,446,078	5.6%
GENERAL ACQUISITIONS	118,756	218,282	153,946	(29.5%)
LIBRARY ACQUISITIONS	162,348	134,662	104,352	(22.5%)

# UL System - 3rd Quarter Comparison

## Nicholls State University

Description	2017	2018	2019	FY 18 to 19
<b>Revenue</b>	<b>51,387,039</b>	<b>52,085,120</b>	<b>53,909,980</b>	<b>3.5%</b>
GENERAL FUND (DIRECT)	11,287,388	10,590,157	10,941,005	3.3%
STAT DED - SELF	0	0	0	
STAT DED - Higher Education Initiatives Fund	0	0	0	
STAT DED - Calcasieu Parish Fund	0	0	0	
FEDERAL APPROPRIATIONS	0	0	0	
FSG - GEN REGISTRATION FEES	36,772,290	39,306,071	40,616,845	3.3%
FSG - NON-RESIDENT FEES	1,383,262	171,995	167,715	(2.5%)
EDUCATIONAL ACTIVITIES/STATE GRANTS	127,204	98,423	138,249	40.5%
OTHER SOURCES - Other	1,816,895	1,918,474	2,046,166	6.7%
<b>Expenditures by Function</b>	<b>40,181,102</b>	<b>41,155,519</b>	<b>42,870,253</b>	<b>4.2%</b>
INSTRUCTION	20,078,844	21,409,365	22,408,260	4.7%
RESEARCH	352,937	355,595	370,693	4.2%
PUBLIC SERVICE	0	0	0	
ACADEMIC SUPPORT	3,917,344	4,016,895	3,866,545	(3.7%)
STUDENT SERVICES	2,125,525	2,203,688	2,449,110	11.1%
INSTITUTIONAL SUPPORT	5,679,103	5,781,373	6,108,585	5.7%
SCHOLARSHIPS & FELLOWSHIPS	3,329,773	2,725,714	2,961,172	8.6%
OPERATION & MAINT OF PLANT	3,677,016	3,651,131	4,074,760	11.6%
ATHLETICS	1,006,932	1,006,932	624,798	(38.0%)
OTHER	13,628	4,826	6,330	31.2%
<b>Expenditures by Object</b>	<b>40,181,102</b>	<b>41,155,519</b>	<b>42,870,253</b>	<b>4.2%</b>
SALARIES	21,503,105	21,798,682	23,183,059	6.4%
OTHER COMPENSATION	198,863	267,485	314,109	17.4%
RELATED BENEFITS	9,335,732	10,513,415	10,566,763	0.5%
TRAVEL	115,886	180,940	155,226	(14.2%)
OPERATING SERVICES	2,063,770	2,013,747	2,483,838	23.3%
SUPPLIES	556,542	619,710	680,650	9.8%
PROFESSIONAL SERVICES	141,266	209,119	128,307	(38.6%)
OTHER CHARGES/INTERAGENCY	5,916,673	5,068,924	4,960,529	(2.1%)
GENERAL ACQUISITIONS	19,514	140,519	55,184	(60.7%)
LIBRARY ACQUISITIONS	329,751	342,978	342,588	(0.1%)

# UL System - 3rd Quarter Comparison

## Northwestern State University

Description	2017	2018	2019	FY 18 to 19
<b>Revenue</b>	<b>70,383,797</b>	<b>75,202,417</b>	<b>76,923,009</b>	<b>2.3%</b>
GENERAL FUND (DIRECT)	15,970,429	15,724,788	16,399,300	4.3%
STAT DED - SELF		0	0	
STAT DED - Higher Education Initiatives Fund		0	0	
STAT DED - Calcasieu Parish Fund		0	0	
FEDERAL APPROPRIATIONS		0	0	
FSG - GEN REGISTRATION FEES	53,215,757	58,530,315	59,514,062	1.7%
FSG - NON-RESIDENT FEES	601,932	548,716	553,655	0.9%
EDUCATIONAL ACTIVITIES/STATE GRANTS	13,804	16,751	13,516	(19.3%)
OTHER SOURCES - Other	581,875	381,847	442,476	15.9%
<b>Expenditures by Function</b>	<b>57,232,688</b>	<b>61,265,608</b>	<b>65,538,500</b>	<b>7.0%</b>
INSTRUCTION	25,834,321	27,140,680	28,778,963	6.0%
RESEARCH	210,853	118,611	68,841	(42.0%)
PUBLIC SERVICE	57,159	49,825	55,956	12.3%
ACADEMIC SUPPORT	4,410,059	4,446,177	4,587,892	3.2%
STUDENT SERVICES	3,684,693	3,852,592	3,947,989	2.5%
INSTITUTIONAL SUPPORT	6,784,926	7,361,566	7,904,522	7.4%
SCHOLARSHIPS & FELLOWSHIPS	8,271,334	9,654,575	10,741,827	11.3%
OPERATION & MAINT OF PLANT	4,019,342	4,477,499	5,025,767	12.2%
ATHLETICS	3,863,481	4,090,590	4,324,803	5.7%
OTHER	96,520	73,493	101,940	38.7%
<b>Expenditures by Object</b>	<b>57,232,688</b>	<b>61,265,608</b>	<b>65,538,500</b>	<b>7.0%</b>
SALARIES	27,245,617	28,434,118	30,038,488	5.6%
OTHER COMPENSATION	477,017	546,969	520,630	(4.8%)
RELATED BENEFITS	11,252,699	12,122,830	12,694,572	4.7%
TRAVEL	182,758	244,303	327,908	34.2%
OPERATING SERVICES	4,313,492	4,695,946	4,842,683	3.1%
SUPPLIES	366,642	433,918	493,823	13.8%
PROFESSIONAL SERVICES	365,087	367,682	399,098	8.5%
OTHER CHARGES/INTERAGENCY	12,424,995	13,954,311	15,436,626	10.6%
GENERAL ACQUISITIONS	280,436	114,662	425,777	271.3%
LIBRARY ACQUISITIONS	323,945	350,869	358,895	2.3%

# UL System - 3rd Quarter Comparison

## Southeastern Louisiana University

Description	2017	2018	2019	FY 18 to 19
<b>Revenue</b>	<b>108,974,578</b>	<b>113,379,406</b>	<b>114,420,894</b>	<b>0.9%</b>
GENERAL FUND (DIRECT)	22,173,880	22,342,720	22,281,356	(0.3%)
STAT DED - SELF		0	0	
STAT DED - Higher Education Initiatives Fund	0	0	0	
STAT DED - Calcasieu Parish Fund		0	0	
FEDERAL APPROPRIATIONS		0	0	
FSG - GEN REGISTRATION FEES	78,030,825	81,483,504	83,423,184	2.4%
FSG - NON-RESIDENT FEES	5,462,123	4,751,936	4,116,085	(13.4%)
EDUCATIONAL ACTIVITIES/STATE GRANTS	497,206	555,712	603,022	8.5%
OTHER SOURCES - Other	2,810,544	4,245,534	3,997,247	(5.8%)
<b>Expenditures by Function</b>	<b>90,271,757</b>	<b>95,755,002</b>	<b>100,568,855</b>	<b>5.0%</b>
INSTRUCTION	43,171,372	45,200,177	47,853,697	5.9%
RESEARCH	318,508	317,461	332,804	4.8%
PUBLIC SERVICE	1,150,363	1,228,753	1,263,544	2.8%
ACADEMIC SUPPORT	7,376,069	8,036,045	8,894,042	10.7%
STUDENT SERVICES	4,548,583	4,881,926	5,320,857	9.0%
INSTITUTIONAL SUPPORT	9,331,295	10,232,485	10,950,806	7.0%
SCHOLARSHIPS & FELLOWSHIPS	12,552,891	13,128,467	13,343,268	1.6%
OPERATION & MAINT OF PLANT	8,823,365	9,730,377	9,685,526	(0.5%)
ATHLETICS	2,999,311	2,999,311	2,924,311	(2.5%)
OTHER		0	0	
<b>Expenditures by Object</b>	<b>90,271,757</b>	<b>95,755,002</b>	<b>100,568,855</b>	<b>5.0%</b>
SALARIES	44,493,943	47,082,457	50,192,132	6.6%
OTHER COMPENSATION	1,033,234	1,076,435	1,161,512	7.9%
RELATED BENEFITS	19,069,873	20,952,401	22,119,415	5.6%
TRAVEL	301,617	316,073	398,942	26.2%
OPERATING SERVICES	6,778,958	7,544,717	6,529,881	(13.5%)
SUPPLIES	1,130,120	1,081,788	1,087,239	0.5%
PROFESSIONAL SERVICES	271,538	291,655	1,041,141	257.0%
OTHER CHARGES/INTERAGENCY	16,341,133	16,844,968	17,146,195	1.8%
GENERAL ACQUISITIONS/MAJOR REPAIRS	269,955	465,635		
GENERAL ACQUISITIONS			780,839	
LIBRARY ACQUISITIONS	581,386	98,873	111,559	12.8%

# UL System - 3rd Quarter Comparison

## University of Louisiana at Lafayette

Description	2017	2018	2019	FY 18 to 19
<b>Revenue</b>	<b>137,134,346</b>	<b>135,533,430</b>	<b>138,403,778</b>	<b>2.1%</b>
GENERAL FUND (DIRECT)	33,969,103	33,843,419	36,479,895	7.8%
STAT DED - SELF		0	0	
STAT DED - Higher Education Initiatives Fund		0	0	
STAT DED - Calcasieu Parish Fund		0	0	
FEDERAL APPROPRIATIONS		0	0	
FSG - GEN REGISTRATION FEES	93,204,291	92,746,315	93,214,564	0.5%
FSG - NON-RESIDENT FEES	7,175,776	5,463,701	4,153,100	(24.0%)
EDUCATIONAL ACTIVITIES/STATE GRANTS		0	0	
OTHER SOURCES - Other	2,785,176	3,479,995	4,556,219	30.9%
<b>Expenditures by Function</b>	<b>135,052,839</b>	<b>146,128,701</b>	<b>149,937,817</b>	<b>2.6%</b>
INSTRUCTION	73,715,545	73,595,650	74,204,669	0.8%
RESEARCH	494,503	348,291	79,956	(77.0%)
PUBLIC SERVICE		0		
ACADEMIC SUPPORT	13,125,841	14,627,760	13,854,937	(5.3%)
STUDENT SERVICES	5,705,610	6,278,338	6,604,119	5.2%
INSTITUTIONAL SUPPORT	21,534,829	21,580,491	24,128,649	11.8%
SCHOLARSHIPS & FELLOWSHIPS	8,646,869	17,299,764	18,012,034	4.1%
OPERATION & MAINT OF PLANT	11,829,642	12,398,407	13,053,453	5.3%
ATHLETICS		0	0	
OTHER		0	0	
<b>Expenditures by Object</b>	<b>135,052,839</b>	<b>146,128,701</b>	<b>149,937,817</b>	<b>2.6%</b>
SALARIES	80,105,493	78,249,526	82,110,805	4.9%
OTHER COMPENSATION	1,029,413	1,113,715	1,038,287	(6.8%)
RELATED BENEFITS	26,319,499	29,987,831	28,838,474	(3.8%)
TRAVEL	254,585	312,377	347,014	11.1%
OPERATING SERVICES	15,256,457	16,382,143	17,091,689	4.3%
SUPPLIES	1,317,018	1,145,288	1,086,502	(5.1%)
PROFESSIONAL SERVICES	540,996	490,566	585,990	19.5%
OTHER CHARGES/INTERAGENCY	9,864,357	18,166,911	18,575,652	2.2%
GENERAL ACQUISITIONS	345,246	279,875	258,560	(7.6%)
LIBRARY ACQUISITIONS	19,775	469	4,844	932.8%

# UL System - 3rd Quarter Comparison

## University of Louisiana at Monroe

Description	2017	2018	2019	FY 18 to 19
<b>Revenue</b>	<b>80,198,069</b>	<b>79,641,206</b>	<b>80,528,580</b>	<b>1.1%</b>
GENERAL FUND (DIRECT)	18,708,334	18,912,455	18,932,210	0.1%
STAT DED - SELF	0	0	0	
STAT DED - Higher Education Initiatives Fund		0	0	
STAT DED - Calcasieu Parish Fund		0	0	
FEDERAL APPROPRIATIONS		0	0	
FSG - GEN REGISTRATION FEES	57,853,645	58,166,370	59,324,523	2.0%
FSG - NON-RESIDENT FEES	2,503,000	1,442,847	1,160,807	(19.5%)
EDUCATIONAL ACTIVITIES/STATE GRANTS	713,687	645,691	587,812	(9.0%)
OTHER SOURCES - Other	419,403	473,843	523,228	10.4%
<b>Expenditures by Function</b>	<b>68,104,824</b>	<b>70,997,675</b>	<b>74,311,632</b>	<b>4.7%</b>
INSTRUCTION	25,378,508	26,237,354	27,912,641	6.4%
RESEARCH	2,587,434	3,400,728	3,382,639	(0.5%)
PUBLIC SERVICE	121,379	96,058	124,337	29.4%
ACADEMIC SUPPORT	3,776,965	3,652,897	3,902,486	6.8%
STUDENT SERVICES	3,098,225	3,124,346	3,442,617	10.2%
INSTITUTIONAL SUPPORT	9,176,650	10,142,623	10,193,076	0.5%
SCHOLARSHIPS & FELLOWSHIPS	13,093,872	13,305,807	14,369,112	8.0%
OPERATION & MAINT OF PLANT	7,239,343	7,142,633	7,042,413	(1.4%)
ATHLETICS	3,588,878	3,851,692	3,897,763	1.2%
OTHER	43,569	43,537	44,548	2.3%
<b>Expenditures by Object</b>	<b>68,104,823</b>	<b>70,997,675</b>	<b>74,311,632</b>	<b>4.7%</b>
SALARIES	28,419,618	30,181,534	31,808,257	5.4%
OTHER COMPENSATION	522,970	574,597	573,097	(0.3%)
RELATED BENEFITS	12,854,521	13,487,125	14,454,007	7.2%
TRAVEL	304,679	334,431	330,025	(1.3%)
OPERATING SERVICES	6,904,167	6,897,029	6,393,894	(7.3%)
SUPPLIES	919,547	990,639	1,004,595	1.4%
PROFESSIONAL SERVICES	599,352	539,193	633,819	17.5%
OTHER CHARGES/INTERAGENCY	16,801,847	17,267,332	18,492,876	7.1%
GENERAL ACQUISITIONS	442,910	398,635	452,686	13.6%
LIBRARY ACQUISITIONS	335,211	327,160	168,376	(48.5%)



# UL System - 3rd Quarter Comparison

## University of New Orleans

Description	2017	2018	2019	FY 18 to 19
<b>Revenue</b>	<b>86,253,938</b>	<b>80,267,214</b>	<b>81,600,821</b>	<b>1.7%</b>
GENERAL FUND (DIRECT)	21,420,293	20,113,996	19,487,871	(3.1%)
STAT DED - SELF		0	0	
STAT DED - Higher Education Initiatives Fund		0	0	
STAT DED - Calcasieu Parish Fund		0	0	
FEDERAL APPROPRIATIONS		0	0	
FSG - GEN REGISTRATION FEES	55,124,018	55,787,037	58,616,058	5.1%
FSG - NON-RESIDENT FEES	8,757,901	3,340,429	2,305,152	(31.0%)
EDUCATIONAL ACTIVITIES/STATE GRANTS	144,909	170,467	216,708	27.1%
OTHER SOURCES - Other	806,817	855,285	975,032	14.0%
<b>Expenditures by Function</b>	<b>75,049,881</b>	<b>70,812,583</b>	<b>73,918,685</b>	<b>4.4%</b>
INSTRUCTION	27,718,019	26,532,984	26,783,352	0.9%
RESEARCH	3,405,976	3,237,977	3,825,973	18.2%
PUBLIC SERVICE	38,479	2,215	175	(92.1%)
ACADEMIC SUPPORT	7,407,078	7,664,817	8,132,578	6.1%
STUDENT SERVICES	4,347,772	5,048,964	5,498,364	8.9%
INSTITUTIONAL SUPPORT	8,933,236	9,775,730	10,955,888	12.1%
SCHOLARSHIPS & FELLOWSHIPS	13,392,475	8,594,347	8,286,880	(3.6%)
OPERATION & MAINT OF PLANT	9,929,752	9,955,549	10,435,475	4.8%
ATHLETICS		0	0	
OTHER	(122,906)	0	0	
<b>Expenditures by Object</b>	<b>75,049,881</b>	<b>70,812,583</b>	<b>73,918,685</b>	<b>4.4%</b>
SALARIES	30,236,576	30,029,216	32,013,222	6.6%
OTHER COMPENSATION	2,943,223	2,798,640	2,467,149	(11.8%)
RELATED BENEFITS	12,706,248	13,453,899	13,476,779	0.2%
TRAVEL	134,265	107,448	188,743	75.7%
OPERATING SERVICES	10,020,130	10,315,213	10,854,289	5.2%
SUPPLIES	1,314,097	2,074,076	2,375,837	14.5%
PROFESSIONAL SERVICES	517,756	475,220	1,409,376	196.6%
OTHER CHARGES/INTERAGENCY	15,910,189	10,699,396	10,192,750	(4.7%)
GENERAL ACQUISITIONS	158,521	106,985	296,041	176.7%
LIBRARY ACQUISITIONS	1,108,876	752,490	644,499	(14.4%)

**UNIVERSITY OF LOUISIANA SYSTEM  
Auxiliary Financial Report**

As of the Quarter Ended March 31, 2019

	Beginning Fund Balance	Year-to-Date Revenues	Projected/ Additional Revenues	Total Expected Revenues	Year-to-Date Expenses	Projected/ Additional Expenses	Total Expected Expenses	Mandatory Net Transfers In (Out) w/Projections	Current Yr. Operating Surplus (Deficit)	Non-Mandatory Net Transfers In (Out) w/Projections	Current Change in Fund Balance	Athletic & Consolidated Fund Balance
Athletics	(\$15,574,084)	\$30,931,732	\$50,513,634	\$81,445,366	\$92,786,136	\$20,539,342	\$113,325,478	\$6,158,362	(\$25,721,750)	\$24,727,733	(\$994,017)	(\$16,568,101)
Contracted Services**		42,656,195	4,230,961	46,887,156	30,580,550	8,696,957	39,277,507	(2,678)	7,606,971	(\$306,047)	7,300,924	
Dining Services (self-op'ed)												
Student Housing (self-op'ed)		74,822,017	4,376,234	79,198,251	39,895,238	8,617,375	48,512,613	(21,886,922)	8,798,716	(\$2,216,819)	6,581,897	
Married Student Housing		796,303	227,940	1,024,243	167,752	289,316	457,068	(14,131)	553,044	(\$6,240)	546,804	
Bookstore (self-operated)		7,103,600	2,043,360	9,146,960	6,473,684	2,148,276	8,621,960		525,000		525,000	
Student Center/Union		8,233,533	1,863,422	10,096,955	5,750,012	2,532,782	8,282,794	(13,904)	1,800,257	(\$870,781)	929,476	
Post Office		320,815	55,685	376,500	222,127	192,873	415,000		(38,500)		(38,500)	
Student Health Center		3,737,307	741,663	4,478,970	2,850,449	1,500,433	4,350,882		128,088	(\$12,622)	115,466	
Vending		23,835	2,165	26,000		100	100		25,900		25,900	
Card Services / Card ID		5,254,072	(3,215,694)	2,038,378	1,448,006	839,020	2,287,026		(248,648)	(\$6,693)	(255,341)	
Recreation / Wellness		6,585,414	588,304	7,173,718	3,734,126	1,128,937	4,863,063	(1,100,000)	1,210,655	(\$137,570)	1,073,085	
Print Shop		598,071	327,615	925,686	646,675	232,316	878,991		46,695	(\$12,585)	34,110	
Power Plant/Utilities/ Telecommunications		5,689,996	2,018,422	7,708,418	5,313,292	2,088,677	7,401,969	(449,953)	(143,504)	(\$10,780)	(154,284)	
Auxiliary Mgmt Overhead (Accting, utilities, etc.)		374,882	38,025	412,907	3,781,642	1,135,925	4,917,567	(350,004)	(4,854,664)	(\$5,447,835)	(10,302,499)	
Intramural and Other (explain in attachmt)		8,229,549	3,627,719	11,857,268	7,812,061	5,186,680	12,998,741	(325,000)	(1,466,473)	\$416,580	(1,049,893)	
Total (excluding Athletics)	65,943,520	164,425,589	16,925,821	181,351,410	108,675,614	34,589,667	143,265,281	(24,142,592)	13,943,537	(8,611,392)	5,332,145	71,275,665
Grand Total	\$50,369,436	\$195,357,321	\$67,439,455	\$262,796,776	\$201,461,750	\$55,129,009	\$256,590,759	(\$17,984,230)	(\$11,778,213)	\$16,116,341	\$4,338,128	\$54,707,564