TAB	DESCRIPTION	ACTION
1	**BAHR – BOISE STATE UNIVERSITY – BEVERAGE SERVICES AGREEMENT – SWIRE COCA-COLA USA**	Action Item
2	**BAHR – UNIVERSITY OF IDAHO – MEAT SCIENCE INNOVATION CENTER – CONSTRUCTION AUTHORIZATION**	Action Item
3	**BAHR – LEWIS-CLARK STATE COLLEGE – FOOD SERVICES CONTRACT**	Action Item
4	**BAHR – LEWIS-CLARK STATE COLLEGE – PURCHASING POLICY**	Action Item
5	**IRSA – HIGHER EDUCATION RESEARCH COUNCIL REAPPOINTMENTS**	Action Item
6	**PPGA - DATA MANAGEMENT COUNCIL APPOINTMENT**	Action Item
7	**SDE - PINECREST ACADEMY OF LEWISTON NO. 618 TUITION WAIVER REQUEST**	Action Item

BOARD ACTION

I move to approve the consent agenda.

BOISE STATE UNIVERSITY

SUBJECT

Beverage Services Agreement with Swire Coca-Cola, USA

REFERENCE

April 2013	Idaho State Board of Education (Board) approved Beverage Services Agreement between Boise State University and Swire Coca-Cola, USA

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.C.2, V.I.3, and V.I.6.b.

BACKGROUND/DISCUSSION

Boise State University (BSU) issued a Request for Proposal ("RFP") on January 6, 2023 to solicit proposals for the university's Beverage Pouring Rights. Swire Coca-Cola's ("Coca-Cola") response was selected through competitive evaluation of three respondents, at which point contract negotiations commenced. At this time, BSU is requesting the Board's approval to enter into the attached Beverage Services Agreement with Coca-Cola for an initial term of five years with five additional one-year renewal terms, for a maximum term of ten years.

The agreement gives Coca-Cola nearly exclusive beverage pouring and provision rights and marketing and sponsorship rights in exchange for payments and other consideration. Key terms of the Agreement are summarized as follows:

Services

Coca-Cola will provide for purchase on campus all fountain and ready-to-drink beverages for board dining, retail, concessions, and vending, as well as cups, lids, and carbon dioxide, subject to few exceptions. Coca-Cola will provide the necessary products as well as related equipment and services.

Financial Commitments

Coca-Cola has agreed to pay or provide to Boise State University:

A. $10,000 annually for Scholarships;
B. $285,000 annually for Student Engagement;
C. $50,000 annually for Campus Sponsorship Rights.
D. $15,000 annually for Sustainability/Health and Wellness;
E. $30,000 annually for Campus Service Enhancement and Capital Projects;
F. $750,000 one-time payment in Year One for Athletics Capital Projects;
G. $150,000 annually, if/as this Agreement is extended for Agreement Years Six through Ten for Athletics Capital Projects;

H. $50,000 one-time payment in Year One for POWERADE Hydration Station Build-Out;
I. $300,000 annually for Athletics Marketing and Sponsorship Rights;
J. $60,000 annually in a fund for Student Engagement Programs;
K. $20,000 annually of Product Donations for Campus;
L. $20,000 annually of Product Donations for Athletics; and
M. $15,000 annually for POWERADE Sideline Fund.

Marketing and Sponsorship Rights
In addition to pouring rights, Coca-Cola will receive exclusive marketing and sponsorship rights such as signage, co-branding, promotions, and tickets and other hospitality rights to university functions including athletic events and other special events associated with the University.

IMPACT

BSU and Coca-Cola have established a long-term relationship that has been beneficial to the campus community as a whole and to Athletics specifically. The revenue generated from this agreement will be utilized to help fund expenses in excess of the university's appropriated funds budget, including offsetting inflationary pressures.

BSU projects revenue and in-kind donations of approximately $4.8M over the initial five-year term of the agreement and over $9.6M if all renewal options are exercised. The resulting commercial relationship between BSU and Coca-Cola benefits the university's community and the larger public's enjoyment and participation in various campus events.

ATTACHMENTS

Attachment 1 - Proposed Swire Coca-Cola Contract

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter the agreement with Swire Coca-Cola, USA for beverage services and to authorize the President or her designee to execute the agreement in substantial conformance to the form submitted to the Board in Attachment 1.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

Beverage Services Agreement Between
The Coca-Cola Company
Swire Pacific Holdings, Inc.
Boise State University

1. PARTIES

(A) The Coca-Cola Company, acting by and through its Coca-Cola North America division ("Company")

(B) Swire Pacific Holdings, Inc. d/b/a Swire Coca-Cola, USA ("Bottler")

(C) Boise State University ("University")

Each, individually, a "Party." Company and Bottler are collectively referred to as "Coca-Cola."

2. SCOPE OF AGREEMENT

University issued a Request for Proposals in respect of beverage services (RFP# DO23-040) in respect of which Coca-Cola was awarded the contract. This Beverage Services Agreement ("Beverage Services Agreement") and the Exhibits attached hereto comprise the entire agreement among the parties ("Agreement"). Except as provided herein, Coca-Cola will be the exclusive Beverage sponsor of the University, with Campus-wide Beverage availability rights, and on and off-Campus marketing rights. Bottler will have the exclusive right to operate Full Service Beverage Vending on Campus.

Any inconsistency between or among any of the above incorporated documents will be decided in the following order of precedence:

1) This Beverage Services Agreement
2) The Exhibits attached hereto and incorporated herein by this reference

3. TERM

The initial term of the Agreement will be for a period of five (5) years, commencing July 1, 2023 through June 30, 2028 unless sooner terminated in accordance with the provisions hereof (the "Initial Term"). At the expiration of the Initial Term, this Agreement may be automatically extended by one (1) year up to five (5) times (each a "Renewal Term" and collectively with the Initial Term, hereinafter referred to as the "Term"). With the exception of the final renewal period, the Agreement will automatically be renewed unless either the University or Coca-Cola receives written notice from the other not less than ninety (90) days prior to the expiration of such term or extension. For financial reporting purposes, the financial reporting year is a period of twelve (12) months commencing on July 1 of one year and ending on June 30 in the immediately succeeding year. The maximum duration of this Agreement, including initial term and extensions, shall be ten (10) years. During extension periods, all terms and conditions of this Agreement shall remain in effect unless expressly modified by mutual agreement of the Parties in writing for the Renewal Term.

4. DEFINITIONS

Certain capitalized words or phrases are used throughout this document. Such words or phrases have the meanings set forth in **EXHIBIT A**.

5. FEES / OTHER CONSIDERATION TO UNIVERSITY

(A) Scholarships. Coca-Cola shall pay University $10,000 annually during the Term to be used by University at University's sole discretion to pay for student scholarships or paid internship opportunities for students.

(B) Student Engagement Funds. Coca-Cola shall pay University $285,000 annually during the Term to be used by University for student clubs and organizations and other Student Affairs programs and initiatives.

(C) Campus Sponsorship Rights Fee. Coca-Cola shall pay University $50,000 annually during the Term as a campus marketing and sponsorship fee.

(D) Sustainability/Health and Wellness Fee. Coca-Cola will provide University $15,000 annually during the Term for which University provides Coca-Cola with a written report detailing how such amount was allocated and spent during the applicable year on sustainability and/or health and wellness programs.

(E) Campus Service Enhancement and Capital Projects Fees. Coca-Cola will pay University $30,000 annually during the Term to support University service enhancements and capital projects intended to increase sales and services, such as facilities refresh, remodel, technology upgrades, etc.

(F) Athletics Capital Projects and #WhatsNext Initiative Fee. Bottler shall make a one-time payment of $750,000 to University for Agreement Year One to be utilized by University Athletics for capital projects and the #WhatsNext Initiative. Bottler will make such payment within thirty (30) days of the date that this Agreement is fully executed contingent on receipt of an invoice from University to Bottler requesting such payment. Contingent on this Agreement being extended for Agreement Years Six through Ten, Bottler shall make a payment to University in each of those Agreement Years of $150,000 to be utilized by University Athletics for capital projects and the #WhatsNext Initiative. Such payments shall be contingent upon University providing an invoice to Bottler for each such payment.

(G) Hydration Station Build-Out. Coca-Cola shall make a one-time payment of $50,000 in Agreement Year One toward building out a hydration station area(s) in University Athletics on a timeline to be mutually agreed upon by Coca-Cola and University Athletics.

(H) Athletics Marketing and Sponsorship Rights Fee. Coca-Cola will pay the University $300,000 annually during the Term "Athletics Sponsorship Fees."

The above-referenced Fees will be due and payable within thirty (30) days after July 1st each Agreement Year; provided, however, the payment of these sums for Agreement Year One shall not be due and payable until thirty (30) days after the date of signature of this Agreement by all parties. University will provide an invoice to the Bottler for all such fees. Payment will be due within thirty (30) days of the date of the invoice.

(I) Campus Marketing Funds. Coca-Cola will budget and spend $60,000 annually for mutually-agreed on-Campus student engagement programs. The funds will be held in a fund managed by Coca-Cola for use toward marketing programs designed to promote and increase Beverage sales on Campus. All funds made available must be spent within the Agreement Year for which they are budgeted. Unused funds shall be forfeited.

(J) Campus Product Donations. Bottler will donate up to $20,000 of Company Beverages (valued at retail price) (with exact product selection to be mutually agreed to by Bottler and University, but excluding all dispensed products) annually for student and employee special events, but not for resale. Company Beverages will be provided upon University's request. In the event University does not request all complimentary Company Beverages by the end of each Agreement Year, any remaining complimentary Company Beverages shall be retained by Bottler with no further obligation.

(K) Athletics Product Donations. Bottler will donate up to $20,000 of Company Beverages (valued at retail price) (with exact product selection to be mutually agreed to by Bottler and University Athletics, but excluding all dispensed products) annually for use by University Athletics, but not for resale. Company Beverages will be provided upon University's request. In the event University Athletics does not request all complimentary Company Beverages by the end of each Agreement Year, any remaining complimentary Company Beverages shall be retained by Bottler with no further obligation.

(L) POWERADE Sideline Fund. Coca-Cola will make available $15,000 during each Agreement Year for materials and supplies (valued at retail price) with the POWERADE logo for use by University, such use to include, without limitation, use on the sidelines at University Athletics events. Such equipment and product may include, but is not limited to, 10 gallon coolers, 24 oz. clutch bottles, towels, POWERADE powder, and POWERADE cups and will be provided upon University's request. All funds made available may only be spent within the Agreement Year for which they are budgeted. Unused funds shall be forfeited.

(M) Campus Ambassadors. For so long as Coca-Cola runs a national campus ambassadors program during the Term, University will be included as a Campus Ambassadors campus and Coca-Cola will have provide (1) Campus Ambassador on the University Campus

The monies and other consideration set forth in this section constitute the full and complete consideration for all rights granted to Coca-Cola hereunder.

6. BEVERAGE RIGHTS OF COCA-COLA

(A) **Exclusive Beverage Availability Rights.** Coca-Cola will have exclusive Beverage availability rights, except as set forth herein, on the entire Campus at all times during the Term. University will make Company Beverages available for sale on Campus in all package forms, through fountain dispensing, coolers, kiosks, hawking, and vending, as well as through any other means agreed upon by Coca-Cola and University. University will use its reasonable, good faith efforts to maximize the sale and distribution of Company Beverages on Campus. At a minimum Company Beverages shall be widely available for purchase by consumers on the Campus, and will be sold and/or served as part of all meal plans provided to University students and/or others on the Campus. Coca-Cola shall consult with University on specific brand sets for various Campus locations.

(B) **Permitted Exceptions:**

(i) Company Beverages will be the only Beverages sold, served, distributed, sampled, or otherwise made available on Campus, provided however University may, on a non-exclusive basis, serve, sell or dispense the following Competitive Products (“Permitted Exceptions”) on Campus, provided that no Competitive Products are sold, vended, distributed, dispensed or otherwise served from Coca-Cola’s Equipment:

- Beverages used for academic research purposes, or other solely educational purposes. No advertising on Campus of such Beverages is permitted;

- Concentrated bases used as ingredients and as beverages for catering events (such as bulk lemonade, etc.). No advertising on Campus of such concentrated bases is permitted;

- Starbucks coffee and tea at the Starbucks located in the Student Union building on Campus and bottle/can Beverages served at this location. No advertising of such Starbucks Competitive Products on Campus or in association with the University is permitted;

- Juice freshly prepared on site and smoothies freshly prepared on site;
- Kombucha and boba, blended, and other tea drinks prepared on site;
- Fresh Milk (as defined herein);
- Fresh Brewed Coffee (as defined herein);
- Hot or iced tea freshly brewed on premise;
- Hot chocolate;
- Non-alcoholic, low-alcohol and alcoholic beer, wine and liquor;
- Bottled water branded only with University Marks provided at no cost to the campus community;
- Bottled office water (i.e. 5 gallons and above)
- Unbranded unfiltered water provided directly from the public water supply for immediate consumption (such as from a public water fountain.)

(ii) Permitted Exceptions, to the extent served or sold in cups, shall not be served or sold in Approved Cups.

(iii) Competitive Product Sales. University shall be permitted to sell other Competitive Products in bottle, box and can packaging only in no more than ten percent (10%) of the total Beverage refrigerated shelf space only at each of the current and future convenience store locations on Campus (i.e. Bronco Shop locations, Markets in the Interactive Learning Center, Wilk, Honors/Sawtooth Hall, and the Student Union). Competitive Products will not be made available in Coca-Cola's branded coolers. University must also carry in each convenience store location Coca-Cola's equivalent Company Beverage for each Competitive Product carried. For example, if Arizona Tea® is carried, Gold Peak® must also be carried. In no event shall any Beverages of PepsiCo be made available in this 10% space.

(iv) Trademark Visibility for Permitted Exceptions. University may display trademarks for Permitted Exceptions, on menus, menuboards, dispensing equipment, and coolers for the sole purpose to indicate availability, but no Permitted Exceptions will be marketed, advertised, or promoted, or sampled on Campus, or otherwise in connection with the University, the Campus or the University Marks, except as otherwise permitted herein.

(v) The private, personal consumption of Competitive Products by students, including student-athletes, employees, including coaches, campus visitors, and musicians, actors, comedians, or other entertainment personalities appearing and performing on the Campus is permitted.

(C) **Beverage Provision.** Company and/or Bottler will identify and provide, or offer to provide, at the University's option, all Company Beverages packaged, manufactured or distributed by or otherwise available (i.e., through contracts, partnerships, alliances, or other cooperative efforts). Coca-Cola shall provide a minimum of five (5) nationally branded products, including diet and non-caffeinated selections. The University and Coca-Cola will mutually agree on the final determination of the mix of branded products included on the shelf. The University reserves the right to specify which beverages shall be made available at particular locations on Campus.

(D) **Beverage Purchase Requirement**. University and its Concessionaires will comply with all applicable provisions of this Agreement, including purchasing their entire requirements for Company Beverages, cups, lids, and CO_2 (other than bulk CO2 in containers larger than 50 pounds) from Bottler and using Approved Cups (except for Permitted Exceptions), provided however that certain chilled juice brands may be delivered by Company or by a third-party distributor as shall be designated from time to time by Coca-Cola.

(E) **Beverage Pricing**

(i) To the extent University has self-operated beverage concessions, then University will purchase all Company Beverages at the prices listed in **EXHIBIT B.** If, during the Term, new Company Beverages are made available, then University and Coca-Cola shall negotiate pricing for such Company Beverages at such time.

(ii) To the extent University has a Concessionaire operating its facilities on Campus, and that Concessionaire has an agreement with Coca-Cola that describes the terms for Beverage pricing, equipment and service provided by Company to that Concessionaire, then such terms will apply to equipment and service and Concessionaire's pricing will be governed by the pricing listed in **Exhibit B**.

(iii) If during the Term University engages a different Concessionaire(s) to operate on Campus that does not have an agreement with Company that sets forth terms for pricing, equipment and/or service, then Coca-Cola will separately negotiate terms for Beverage prices, equipment and/or service with such Concessionaire; provided, however, that such separate terms shall not exceed the pricing as set forth in this Agreement and any subsequent agreed upon price increases.

(iv) If during the Term the University elects to self-operate beverage concessions, then University will purchase all Company Beverages at the prices listed in **EXHIBIT B.** If, during the Term, new Company Beverages are made available, then University and Coca-Cola shall negotiate pricing for such Company Beverages at such time.

(F) Special Promotional Events. During the Term, temporary signage (e.g., banners) for Competitive Products may be displayed on the Campus during Special Promotional Events (as defined in **Exhibit A**); provided, however, that (i) Coca-Cola's marketing, advertising, and promotional rights under this Agreement will not otherwise be affected during any such Special Promotional Event(s), (ii) no Competitive Products will be sold, distributed, dispensed, sampled, served, or otherwise made available during any such Special Promotional Event(s), (iii) unless contractually required, Blockage of any signage Coca-Cola may have on the Campus will not occur during any such Special Promotional Event(s), except for incidental Blockage due to the construction and/or placement of a person, stage or other structure necessary to and actually used during the Special Promotional Event(s), and (iv) all temporary signage for Competitive Products will be promptly removed from the Campus upon the conclusion of the Special Promotional Event(s). University may host up to three (3) Special Promotional Events per Agreement Year on Campus. University will provide Coca-Cola with no less than thirty (30) calendar days prior written notice of a Special Promotional Event, but failure to do so will not be a material breach of this Agreement.

(G) Competitive Product Advertising in Broadcasts and Print Materials. Notwithstanding the exclusive rights granted to Coca-Cola in this Agreement, University may (a) accept advertising for Competitive Products in The Arbiter or any other student or University publication; (b) accept advertising for Competitive Products in athletic or cultural event playbills or similar printed materials; and (c) allow Broadcasters to sell in-game spot advertising for Competitive Products, so long as the spots do not display or refer to the University Marks or otherwise associate the University, the Campus or the University Marks with Competitive Products through on-air mentions or on-screen images or text. Further, Broadcasters may incidentally refer to Competitive Products to the extent necessary to convey the association between a Competitive Product and a sporting event in which a University Team is competing (for example, a Bowl game half time show sponsored by a Competitive Product). The foregoing exceptions shall not be deemed to permit any association between any Competitive Product and the University or any Team in such a manner that the Competitive Product is held out as, or could reasonably be inferred to be, a sponsor of the University or any Team, or in any manner that constitutes Ambush Marketing.

7. MARKETING, PROMOTIONAL AND ADVERTISING RIGHTS OF COCA-COLA

(A) **Exclusive Marketing Rights.** Except as provided herein, Coca-Cola has exclusive marketing, advertising, and promotional rights with respect to

Beverages to market, advertise, and promote Company Beverages in association or connection with the University, the Campus (which for the avoidance of doubt includes the Athletic Facilities), and the University Marks (which for the avoidance of doubt includes the Athletic Marks). Coca-Cola's rights shall apply to television, radio, print, signage, outdoor, electronic, internet, mobile, wireless, and all other media, whether now or hereafter known. Coca-Cola's exercise of these marketing, advertising and promotional rights shall be subject to University's approval rights as set forth in Section 9.

(B) **Use of University Marks.** Coca-Cola will have a license to use the University Marks, on a royalty-free basis, for the purposes of marketing, advertising, or promoting Company and Company Beverages. Such license gives Coca-Cola the right to use the University Marks in or on all of Coca-Cola's advertising, promotional and packaging materials and activities, which include, for all purposes of this Agreement, in advertising, promotional and merchandising materials on:

- point-of-sale materials (e.g., pole signs, price signs/banners, display wraps, shelf-signs, stand ups, cooler clings) and vender fronts;
- cups, cup lids, vessels, cans, bottles, commemorative cans or bottles, can/bottle wraps and all other forms of primary and secondary packaging;
- television, radio, print, signage, outdoor, electronic, internet, mobile, digital, wireless, and all other media, whether now or hereafter known;
- beverage dispensing equipment including without limitation Coca-Cola interactive vending machines and Freestyle dispensers.

(C) **Customer Marketing Rights.** Subject to University approval as outlined in Section 9, Coca-Cola will have the right to undertake promotions regarding Company Beverages at or in connection with University, including joint promotions with Coca-Cola's retail customers in all channels of trade including without limitation:

- Grocery and retail;
- Convenience and "oil and gas" retailers;
- Mass merchandise;
- Drug retailers;
- Dollar/value stores;
- Quick serve and all other types of restaurants (including home-delivered pizza);
- Institutional and "at-work" foodservice operations;
- Video and music retailers;
- Movie theaters and indoor entertainment venues;
- Theme parks and outdoor attractions;
- Sports venues
- Airlines
- Hotels

and to use the University Marks for such purposes, including use with customers' Marks and branded products, provided no customers' Marks are used in such a way as to imply a sponsorship relationship between the customer and the University (unless one exists).

Coca-Cola's right to conduct Beverage promotions with retail customers takes priority over any exclusive marketing rights held by other University sponsors in the same retail channels (but only as to Beverage-related promotions). University has not, and shall not, during the Term enter into any agreement that would interfere with University's ability to reasonably approve Coca-Cola's customer marketing programs.

(D) **Designations.** Coca-Cola will have the right to refer to Coca-Cola or Company Beverages in any marketing, advertising, or promotional activity or material as a "sponsor of" or the "official" or "exclusive" Beverage of University, the Campus, or and University Athletics in accordance with the Designations, as defined in **EXHIBIT A**.

(E) **Sampling/Surveys.** Coca-Cola will have the right to sample and survey persons on Campus regarding Company Beverages or for other Beverage-related purposes, including, without limitation, at University home athletic events, and to survey persons on Campus regarding Company Beverages. Any such sampling or survey should be after prior approval of University and shall comply with any applicable laws and policies.

(F) **Trademarked Cups/Souvenir Cups.** All Company Beverages sold, distributed, or served on Campus in disposable vessels will be served in Approved Cups. If University desires to make available non-disposable souvenir cups, artwork requires Company approval but shall follow guidelines such that all collectible non-disposable souvenir cups will bear only Company or only Company and University trademarks exclusively with equal share of the exterior cup surface. Under no circumstances will trademarks other than University or Company appear on any souvenir cup.

(G) **Point-of-sale Materials.** Company Marks will be prominently displayed on all menu boards and all dispensing equipment at all foodservice/concession locations, and on all Company Beverage vending machines on Campus. Point-of-sale materials depicting Company Beverages, including translites and pictorials on dispensing equipment, will be clearly visible to the purchasing public at all foodservice and concession locations on Campus.

(H) **Sports Drink Sidelines Rights.** University will use cups, coolers and equipment featuring POWERADE® brand trademarks -- or if requested by Company, trademarks for any other Company Beverage -- on sidelines and players' benches, and in locker rooms for all intercollegiate athletic events on Campus. Company may also make such Company Beverages available for consumption by players, coaches and staff on the sidelines, player's benches, and in locker rooms.

(I) **Hawking Rights.** In the event that University decides to "hawk" products at events on Campus and subject to the Permitted Exceptions, University will sell Company Beverages using Company-trademarked materials, such as hawking trays, kiosks, themed mobile/push carts and themed umbrellas, if and to the extent provided by Coca-Cola. Company Beverages in 20-ounce bottles (or in such other packaging as Coca-Cola may reasonably determine from time to time) will be hawked in the stands when appropriate. This decision will be made by the University in consultation with Bottler and will generally be based on attendance and anticipated sales.

(J) **Licensed Merchandise.** Coca-Cola may create merchandise and promotional premiums bearing Marks of Company Beverages together with any of the approved University Marks. Coca-Cola will not pay any fees or royalties to University for this merchandise and promotional premiums, so long as it is distributed free of additional charge in connection with Company Beverages or sold at a subsidized price. All other merchandise and promotional premiums will be subject to royalty rates and other terms to be negotiated in good faith. University agrees that the following items shall not be deemed to be licensed merchandise and royalties will not apply in any circumstances to any of the following that bear University Marks: cups; vessels; cans, bottles, commemorative cans, bottles or cups; multipack wraps and all other forms of packaging; beverage dispensing equipment; and point-of-sale, advertising, merchandising or promotional materials; and Coca-Cola will have the right to produce or have its own third-party suppliers produce such items and will not be required to use University-licensed suppliers.

(K) **Internet Advertising.** University will acknowledge Coca-Cola’s sponsorship and Company Beverage availability on its Athletics website. If University places hyperlinks on its website, Company may place a hyperlink command from that site to an appropriate page of http://www.cocacola.com/ or other of Company’s websites. Company may also develop a special page advertising Company Beverages on University’s website.

(L) **Digital Content**. University will provide Coca-Cola with digital content, which may include, without limitation, video highlights of University events, audio content of University theme songs, and screensavers for Coca-Cola to replicate and use as promotional premiums, including for use as rewards in Coca-Cola’s loyalty program or other similar program. University will provide such digital content free-of-charge to the extent it is owned by the University, and University will assist Company in clearing any other third-party rights that may be required for such use, and will refresh the digital offerings periodically.

8. EXCLUSIVE ASSOCIATION; NO COMPETITIVE BEVERAGES

Subject to the exceptions set forth herein, both parties recognize and agree that the intention of this Agreement is that the rights and licenses granted to Coca-Cola under this Agreement are exclusive with respect to Beverages.

(A) **No Association with Competitive Products.** Except where otherwise provided herein, no Competitive Products will be associated with University, the Campus, University Athletics, or the University Marks, on or off-Campus, whether through advertising, promotions or otherwise, including, without limitation, on any University-authorized internet or web site and University shall not permit Competitive Beverages to be sold, dispensed, served, distributed, sampled or otherwise made available anywhere on Campus. University's participation in third party controlled events that may have a Competitive Product as a sponsor or participant in such event and occur locally off-campus on the property of a third party shall not be a violation of this Agreement provided that University is not represented at the event in such a way as to imply a sponsorship relationship between University and such Competitive Product (for example, a festival hosted by a non-profit in downtown Boise in which University is a partner, sponsor, or vendor and Competitive Product is available at such event or Competitive Product is also a sponsor of such event).

(B) **Steps to Stop Ambush Marketing.** Except as otherwise permitted herein, University will take all reasonable steps necessary or appropriate to stop third parties from associating Competitive Products with University. Coca-Cola recognizes and accepts that the Campus is a publicly accessible space and University, while it will use best efforts to control activities or third parties, is unable to prevent all activities from occurring. Once aware of any such third party activities, if any third party, including University's media partners, conferences, bowls and others with whom University has ongoing relationships, tries without Coca-Cola's consent to associate Competitive Products with University, the Campus or the University Marks, or tries to suggest, by statement or implication or otherwise, that Competitive Products are so associated, University will take reasonable steps to stop this "ambush marketing" and to protect Coca-Cola's rights herein. These steps must include the following, as circumstances warrant:

(i) Notify Company of persistent third party attempts to promote or distribute Competitive Products on Campus;

(ii) Request cessation of such activity in writing to the violating party (e.g., via a cease and desist letter) in respect of the same; and

(iii) Provide reasonable cooperation to Company in the event that Company elects to pursue legal recourse against the offending third party.

Any Party learning of ambush marketing will promptly notify the other Parties of this activity.

(C) **Third Party Compliance.** University will require that all third parties operating on the Campus of the University, including without limitation retailers, foodservice operators, vending companies, and concessionaires with Beverage operations on Campus, to comply with all applicable provisions of the Agreement, as applicable.

(D) **No Third-Party Beverage Promotions.** Except as otherwise permitted herein, University will not grant any third party the right to conduct promotions involving Beverages or Beverage containers, cups, lids, or straws, including promotions that relate primarily to non-Beverage items but involve a Beverage, on a branded or unbranded basis, as a purchase requirement or promotional fulfillment. This provision applies even if the promotion involves a Company Beverage, unless Coca-Cola participates in the promotion.

(E) **NCAA and Intercollegiate Athletic Conference Promotional Programs:** The University reserves the right to participate in promotional programs involving (i) intercollegiate athletic conference corporate partners (which may include a Competitive Product) when the program includes all institutions in University's athletic conference, currently the Mountain West, and (ii) other intercollegiate leagues, conferences or organizations (such as an esports league or tournament), when the promotional program includes all institutions in the applicable league, conference or organization. In the event that the University participates in a NCAA championship event or other post-season event, the University reserves the right to participate in promotional programs coordinated by corporate partners of the NCAA in which all event participants are featured (and which may include a Competitive Product). In the event that the University participates in a College Football Playoff game or other post-season bowl game, tournament or other similar event, the University reserves the right to participate in a promotion with the corporate partners of said event if all event participants are involved (and which may include a Competitive Product).

9. UNIVERSITY'S RIGHT OF PRIOR APPROVAL

University will have the right to approve in advance (i) the concept for any promotional activity with respect to University that will utilize the University Marks, and (ii) any materials created by Coca-Cola that incorporate any of the University Marks. University will cooperate with Coca-Cola's activities, on and off-Campus, designed to promote Coca-Cola's sponsorship association with University, the Campus and the University Marks. University will not unreasonably withhold, condition or delay approval of such intended uses of the University's marks.

Requests for approval should be provided to both Trademark and Licensing (licensing@boisestate.edu) and Campus Services (campusservices@boisestate.edu) with a copy to Athletics if applicable. Provided that a request is made accordingly, University will have ten (10) business days from receipt to respond to any written submission by Coca-Cola. If University fails to respond within that time period, then Coca-Cola's submission will be deemed automatically approved by University. If the University disapproves any concepts or materials submitted by Coca-Cola, the University shall provide Coca-Cola with written reasons as to why such concepts or materials were disapproved and how the concepts or materials can be altered to meet University's approval. University may withhold approval for the following reasons:

(i) University's determination that University Marks have been used incorrectly in a technical sense (such as improper color or trademark nonconformity); or

(ii) University's reasonable determination that Coca-Cola's proposed promotional activity or use of University Marks will reflect negatively on University.

Notwithstanding the foregoing, University agrees that it may not withhold approval of a submission that includes Coca-Cola and University names or marks solely because the submitted material will be displayed or available at the location of a customer who is not also a sponsor of University.

Coca-Cola will have the right to use any concepts or materials approved by University within the preceding twelve (12) month period.

10. SIGNAGE AND MEDIA / ADVERTISING

Throughout the Term, University will provide Coca-Cola, as consideration for the fees described in Section 5 above and at no additional cost to Coca-Cola, the signage and media/advertising rights as provided in **EXHIBIT C**. Further, the parties agree that:

(A) The text, graphics, and artwork for Coca-Cola's signage will be developed, created and produced by Coca-Cola, at Coca-Cola's sole cost. University will pay all costs for the physical production, installation, repair and maintenance of signage identified in **EXHIBIT C**, except that Coca-Cola will pay the cost of installing any replacement panels used to modify Coca-Cola's initial advertising message or graphics. University will repair any malfunction, damage or destruction to the panels or supporting structures within a commercially reasonable period.

(B) The text, graphics, and artwork for Coca-Cola's print advertising will be developed, created and produced by Coca-Cola, at Coca-Cola's sole cost.

(C) **No Obstructions**. University agrees it will not block nor permit Blockage by any third party of Coca-Cola's signage on Campus. This includes Blockage during the Broadcast of any Team game or other Campus event. University will require third parties to comply with this provision in all new or renewed agreements involving rights to Broadcast Team games or other Campus events, or otherwise photograph the Campus.

(D) **Illuminated Signage.** University will supply the required electricity for all of Coca-Cola's approved lighted signs and advertising panels -- including lighted concession advertising -- that advertise or promote Company Beverages. All these signs and panels must be fully illuminated at all events during which any signs in the same facility are illuminated.

(E) **Access to Signage.** At all reasonable times, University will provide Coca-Cola access to its signage to replace, remove, or modify it.

11. ENTERTAINMENT / HOSPITALITY / TICKETS TO COCA-COLA

(A) Throughout the Term, University will provide Coca-Cola, as consideration for the fees described in Section 5 above and at no additional cost to Coca-Cola, tickets and hospitality rights to University functions, athletic events involving University Athletics, and other special events associated with University as provided in **EXHIBIT D**.

(B) University will make its athletic coaches available for charitable and promotional events mutually agreed upon by University and Coca-Cola.

12. EQUIPMENT AND SERVICE

(A) **Fountain.** To the extent that any fountain Beverage dispensing equipment leased from Company under this Agreement is located on premises that are self-operated by University, Company will provide certain fountain Beverage dispensing equipment for use on Campus, and maintenance/repair service for such equipment, under the following terms and conditions:

Fountain Equipment. Company will lease to University without charge during the Term, Company approved dispensing equipment reasonably necessary to enable University to dispense a quality fountain Beverage. No Freestyle, Costa Coffee, Dasani Purefill, or ICEE® equipment, ice makers or water filters will be provided. All equipment provided by Company will at all times remain the property of Company and is subject to the terms and conditions of Company's lease agreement (the "Lease"), but no lease payment will be charged. The Lease terms are attached as **EXHIBIT E** and are a part of the Agreement. If there is a conflict between the terms and conditions of the Lease and this Agreement, the terms and conditions of this Agreement shall govern.

Notwithstanding the foregoing, in the event that Freestyle, Costa Coffee, Dansani Purefill or other similar style equipment will be made available to University, such equipment will be the subject of a separate agreement between the parties and fees may apply.

(i) All fountain equipment must be like new which serves high quality fountain beverage in accordance with Company's existing standards and no less than the service it has provided University previously. All fountain equipment must have ice dispensing capability. The equipment shall remain fully functional and dependable for the term of the Agreement.

(ii) The University may request the replacement of fountain equipment that is no longer serviceable in the University's opinion. The Company agrees to consult in good faith with the University concerning the replacement of fountain equipment that the University reasonably believes to be unserviceable. The Company and the University will determine all equipment placements and replacements based on mutually agreed upon parameters of service incidence, operational needs and physical appearance.

(iii) All fountain dispensers shall be equipped with locks and/or shut-off valves at no cost to the University and shall be fitted with a stainless steel, vented, double check valve backflow. If University requires separate backflow prevention devices are required for compliance with local health and safety codes, these shall be supplied by the University or its Concessionaire and installed by a licensed plumber. Annual inspections will also be at University's expense.

(iv) All racks, tubing, hook ups from the stubbed out lines provided by the University will be the responsibility of the Company and provided at no cost to the University.

(v) All fountain dispensers must be equipped with separate water supply shut off.

(vi) The syrup for use in the fountain equipment shall be provided in two and a half (2 ½) or five (5) gallon bags in a box. An alternative specification requires University approval.

To the extent that fountain Beverage dispensing equipment leased from Company under this Agreement is located on premises that are owned, controlled or managed by a Concessionaire of University or other persons not a party to this Agreement ("Concessionaires"), University will include provisions in its agreements with such Concessionaires that recognize that the equipment is owned by Company and that obligates the Concessionaires to honor the terms and conditions of the Lease.

(B) **Fountain Service:** Company (or Bottler) will provide at no charge regular mechanical repair reasonably needed for fountain Beverage dispensing equipment. Any removal, remodel, relocation or reinstallation of dispensing equipment, flavor changes, summerize/winterize, line changes, or service necessitated by damage or adjustments to the equipment resulting from misuse, abuse, failure to follow operating instructions, service by unauthorized personnel, unnecessary calls (equipment was not plugged in, CO_2 or fountain syrup container was empty), or calls that are not the result of mechanical failure (collectively "Special Service Calls"), are not considered regular service and will not be provided free of charge. Charges for Special Service Calls will be charged at Company's (or Bottler's) then current rate and will be invoiced on a monthly basis. Charges will include labor, travel time, parts, and administrative costs.

(C) **Bottle/Can Equipment.** Bottler will provide certain Beverage vending equipment and other cold-drink equipment (such as coolers) free-of-charge for use on Campus, and maintenance/repair service for such equipment, under the following terms and conditions:

(i) Bottler currently has eighty-eight (88) vending machines located on Campus. University will have the right to approve new physical locations, but will not unreasonably withhold its approval. At no time shall the total number of vending machines on Campus fall below eighty-eight (88) machines. All equipment will be subject to the terms of the Bottler's equipment placement agreement, attached as **EXHIBIT F** and made a part of the Agreement, and shall supersede any subsequent equipment placement agreement accepted during the Term by any University employee or agent acting within the scope of this Agreement. If there is a conflict between the terms of the equipment placement agreement and this Agreement or any subsequent equipment placement agreement accepted by a University employee during the course of this Agreement, this Agreement shall govern.

(ii) Vending equipment shall have card readers; Card readers will be owned by Bottler. Cost of installation and maintenance of these card readers will be the responsibility of Bottler. Any other technology or support associated with the reader program will be the responsibility of University.

(iii) University represents and warrants that electrical service on Campus is proper and adequate for the installation of Bottler's equipment.

(iv) Bottler will follow mutually agreed procedures for stocking all vending equipment, providing refunds, and documenting sales.

(D) **Vending Service.** Bottler agrees that:

(i) It shall use best commercial efforts to ensure that all equipment provided hereunder is Energy Star compliant and is subject to University approval.

(ii) It will consult with the University before modifying existing equipment to incorporate new technologies. Bottler and the University will mutually agree to the installation of new equipment that contains new technological features not contained on the current equipment.

(iii) It shall observe all applicable University policies and procedures including parking regulations and will comply with University's procedure for requesting visitor or affiliate status, as applicable, available here https://www.boisestate.edu/vpfa-university-forms/request-affiliate-visitor-access-form-help/. Bottler is required to purchase parking permits for all vehicles servicing the University. Parking fines and fees are the Bottler's responsibility. Bottler is to service machines and equipment provided hereunder from loading docks and designated service areas only.

(iv) It shall require employees to wear easily recognized uniforms, which are suitable to the job function to be performed, and which easily and appropriately identify the Bottler and the employees' name(s).

(v) It shall prohibit the furnishing, by the Bottler, of free or discounted vended products to University employees or personnel, or to customers as a direct operating expense applicable to sales or commissions under this Agreement.

(vi) It shall service vending machines only during normal building hours. The University will notify the Bottler of any changes in building hours due to vacations, holidays, semester beaks, etc. The University may issue keys or ID entry cards as deemed appropriate for servicing vending machines, at Bottler's expense. The Bottler will be responsible for ensuring the security and appropriate use of these keys. Bottler is to inform Campus Services, Administrative Assistant, when the individual staff member is no longer working/assigned to Boise State for security purposes. All ID entry cards or keys must be returned to Boise State upon reassignment or termination.

(vii) It will accept sole responsibility regarding theft or damage to its equipment unless damage is due to misuse by University or its Concessionaire. University will exercise its security measures in regard to the Bottler's equipment.

(E) With respect to any equipment leased at a charge or loaned without charge by Company or Bottler to University, University:

(i) acknowledges all equipment provided by Company or Bottler under this Agreement will at all times remain the property of Company and Bottler;

(ii) will, upon the owner's request, execute UCC financing statements or other documents evidencing proper ownership of the equipment;

(iii) will refrain from removing equipment from its location on Campus without first securing the written consent of the equipment's owner;

(iv) will refrain from encumbering the equipment or permitting any attachment to it without the authorization of the equipment's owner;

(v) will take reasonable care to protect and secure all equipment provided by Company or Bottler consistent with the measures University employs to protect its own equipment;

(vi) will reimburse Company for any loss of or damage to Company-provided equipment, except for reasonable wear and tear or damage due to equipment malfunction; and

(vii) will reimburse Bottler for any loss of or damage to Bottler-provided drink equipment, except for reasonable wear and tear or damage due to equipment malfunction.

Neither Company nor Bottler will be liable to University or Concessionaire for damages of any kind arising out of delays in providing service to equipment on Campus.

13. REPRESENTATIONS, WARRANTIES, AND COVENANTS

13.1 By University. University represents, warrants, and covenants to Coca-Cola the following:

(A) Authority. It has full power and authority to enter into this Agreement and to grant Coca-Cola the rights described in it.

(B) Binding Obligation. It has obtained all necessary approvals for its execution, delivery, and performance of the Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.

(C) Right to License Marks. It has the exclusive right to license the University Marks.

(D) Tax-Exempt Status. It is a state institution generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. All Beverages purchased hereunder are solely for University's use and will not be resold or otherwise made available to any third party other than its Concessionaire who sells or distributes Beverages.

(E) No Conflicting Agreements.

(i) It has not entered into, and during this Agreement's Term will not enter into, either of the following:

(a) any agreement that would prevent University from complying with this Agreement; or

(b) any agreement granting rights that are in conflict with the exclusive rights granted to Coca-Cola under this Agreement.

(ii) It will require third party contractors, as applicable, (possible examples include concessionaires, third-party food-service operators, vending companies, licensing agents, and Broadcasters) to comply with the relevant provisions of this Agreement.

13.2 By Coca-Cola. Each of Company and Bottler, solely as to itself, represents, warrants, and covenants to University the following:

(A) Authority. It has the full power and authority to enter into this Agreement.

(B) Binding Obligation. It has obtained all necessary approvals for its execution, delivery, and performance of this Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.

(C) No Conflicting Agreements. It has not entered into, and during the Term will not enter into, any other agreement that would prevent it from complying with this Agreement.

14. TERMINATION

(A) In addition to any other legal or equitable remedy, University will have the right to terminate this Agreement upon forty-five (45) days' written notice to Company and Bottler at any time if:

(i) Either Company or Bottler fails to make any payment due under this Agreement, and if such default continues uncured for the forty-five day period; or

(ii) Either Company or Bottler breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period.

(iii) If the Agreement is terminated pursuant to clause (i) or (ii) of this Section 14, University, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

(B) In addition to any other legal or equitable remedy, Coca-Cola will have the right to terminate this Agreement upon forty-five (45) days' written notice to University at any time if:

(i) University breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period; or

(ii) University's right to convey any of the promotional and Beverage availability rights contained in this Agreement expire or are revoked; or

(iii) Any material component of the Campus is closed for a period of more than one hundred twenty (120) days, whether or not such closure is due to a cause beyond the reasonable control of University. For the purposes of the Parties' agreement, the term "material component" shall refer to a major campus facility, program, or operation, the existence of which formed a substantial basis for Coca-Cola's bid. Examples include, without limitation, Albertsons Stadium, Extra Mile Arena, the Men's Football and Basketball programs, Campus Housing, and University Dining Services. A "material component" shall not include any facility, program, or operation which, by itself (i.e., when not combined with other programs, facilities, or operations), did not provide a material basis for Coca-Cola's bid, or which, if eliminated, does not result in a material reduction in Beverage sales when compared to the same period 12 months earlier. Without limiting the foregoing, "material components" shall specifically not include (a) facilities, programs, or operations which, by their nature, or by virtue of normal and customary operations, trends or uses, close or substantially close for protracted periods of time, such as during the summer, (b) facilities, programs or operations which are sold or transferred and not further used by the University, (c) academic programs which are eliminated or transferred to another institution, (d) facilities that are temporarily or permanently closed for demolition, remodeling, abatement, or improvements, if programs normally housed in such facilities are relocated either permanently or temporarily to another location on Campus pending completion of such activities, (e) normal periods of reduced usage or non-use of certain facilities (e.g., Albertsons Stadium during the Spring or Summer), (f) any facility leased by the University, and (g) any athletic program that may be eliminated, other than Men's football and basketball.

(C) Upon termination of this Agreement for any reason provided under this Section 14, University will refund the unearned portion of all fees payable by Coca-Cola under the Agreement (collectively, the **"Annual Fees"**) with respect to the Agreement Year in which termination occurs. The Annual Fees for each Agreement Year will be deemed "earned" pro rata on a daily basis during such Agreement Year, up to the date of termination or, if earlier, the date of any breach hereunder by University. Coca-Cola, upon termination pursuant to this Section 14, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

(D) If any material component of the Campus is closed for more than thirty (30) consecutive days, but less than ninety (90) consecutive days, Coca-Cola may extend the Term for a corresponding period, whether or not such closure is due to a cause beyond the reasonable control of University.

(E) If (i) any of the rights granted to Coca-Cola herein are materially restricted or limited during the Term; (ii) any material component of the Campus is closed, (iii) the volume of Company Beverage sold to the University decreases for any reason in any twelve month period by 15% or more over the prior twelve month period;; or (iv) the Football Team fails to play all of its scheduled home games on the Campus for a period of more than thirty (30) consecutive days during its scheduled season (whether or not such failure to play is due to a cause beyond the reasonable control of University, including a strike or other work stoppage), then in addition to any other remedies available to Coca-Cola, Coca-Cola may elect, at its option, to adjust the Annual Fees to be paid to University for the then remaining portion of the Term (and University will pay to Coca-Cola a pro rata refund of any prepaid amounts) to reflect the diminution of the value of rights granted hereunder to Coca-Cola. In the event Coca-Cola elects to exercise its right to such adjustment and refund, University may, at its option, within ten (10) days following receipt of notice of any adjustment, notify Coca-Cola of its disagreement with the amount of the adjustment. The Parties will then attempt in good faith to resolve the disagreement over such adjustment. If the Parties cannot, after good faith negotiations, resolve the matter, Coca-Cola may terminate this Agreement.

(F) The Parties acknowledge that the rights granted to Coca-Cola herein are special, unique and extraordinary, and are of peculiar value, the loss of which cannot be fully compensated by damages in an action at law or any application of other remedies described herein. As a result, University acknowledges and agrees that, in addition to any other available remedies, in the event of a material limitation of any of Coca-Cola's rights hereunder, Coca-Cola will be entitled to seek and obtain equitable relief, including an injunction requiring University to comply fully with its obligations under this Agreement.

15. AUDITING AND ACCOUNTING

(A) The Bottler will operate on its own credit, with no advance payments from the University.

(B) All records relating to payments made or the provision of goods or services under this Agreement must be retained by the Bottler, and accessible to the University for a minimum of five (5) previous years plus the current Agreement year. The University reserves the right to audit during regular business hours upon at least three (3) business days' notice any aspect of the performance of the Agreement. Bottler shall keep full timely and accurate records in accordance with generally accepted accounting practices (GAAP).

(C) The books, records, documents, and accounting procedures and practices of the Bottler relevant to this Agreement shall be subject to examination by the University and/or State of Idaho officials during regular business hours upon at least three (3) business days' notice. The Bottler shall:

(i) Provide the University and/or its auditor's reasonable facilities for the examination, copying and audit of the books and records at the location where the records are kept in the ordinary course of business.

(ii) Make such returns and reports as are reasonably required or necessary to evaluate Bottler's performance under this Agreement.

(iii) Attend and answer under oath all lawful inquiries related to the Bottler's performance under the beverage services contract.

(iv) Produce and exhibit such books and records, related to this Agreement or the Bottler's performance under this Agreement, as may be desired to be inspected at the location where the records are kept in the ordinary course of business.

(v) In all things related to this Agreement, cooperate with the University and/or its auditors in the performance of its duties.

(D) Bottler shall inform the University of the schedule of independent audits of the Coca-Cola's records and operations, if any. The University shall receive a report of any findings that materially affect the University.

(E) The University is on a monthly business cycle with a fiscal year of July 1 through June 30. Bottler shall supply financial data according to this cycle as well as special annual reports and analysis covering its operations under the Agreement no later than July 31 following the end of the fiscal year. All reports shall be provided to the University via an electronic means and in Microsoft Excel spreadsheet format or other mutually acceptable media.

(F) Upon request of the University, the Bottler shall meet with the University and review each operating statement, explain deviations, discuss problems, and mutually agree on courses of action, to improve the results of the required services included in this Agreement. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected in the next period statement.

(G) Cash shortages from vending machines provided pursuant to the terms of this Agreement are the responsibility of the Bottler.

(H) Annual Sales and Marketing Report. University shall meet Bottler no less than once annually in the fall to discuss status of the current marketing proposal including sales by location, sales trends compared to prior years, marketing plans for upcoming years, discuss areas that are in need of improvements, equipment location plans, etc.

16. MISCELLANEOUS PROVISIONS

16.1 Entire Agreement. This Agreement, together with any other exhibits referenced herein, (i) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous oral or written agreement between the parties regarding such subject matter, and (ii) may be amended or modified only by a written instrument signed by a duly authorized agent of each party. This Agreement does not invalidate or amend any other agreement between University and Coca-Cola (or between affiliates of University and Coca-Cola) with respect to other subject matter.

16.2 Modification. This Agreement can be modified or changed only by a written instrument signed by all parties.

16.3 Retained Rights. This Agreement does not give any party any interest in or the right to use the trademarks of another party except as specifically authorized in this Agreement. Even if use of a party's trademarks is specifically authorized, the trademarks remain solely that party's property, and no joint ownership can arise because of the other party's use under this Agreement.

16.4 Compliance with Laws, Regulations and Permits. Each of Company and Bottler shall comply with all applicable Federal, State, and local laws, ordinances, rules and regulations relating to the performance of this Agreement. Each of Company and Bottler shall secure all licenses and permits necessary to perform its obligations hereunder. Each of Company and Bottler shall be fully responsible for complying with all requirements, conditions, and rules relating to any such permits or licenses and fully and solely liable for all violations of the law, or of any permit or licensing requirements, that may occur in connection with any work or services furnished by it and its subcontractors.

16.5 Equal Opportunity; Nondiscrimination. Each of Company and Bottler shall comply, and shall require all subcontractors to comply, with all applicable state and federal laws, including but not limited to nondiscrimination and anti-harassment laws and policies. Each of Company and Bottler represents and agrees that it will not, in the performance of this Agreement by itself or its subcontractors, engage in discrimination or harassment against any individual on the basis of that person's race, ethnicity, color, national origin, religion, age, sex, gender, sexual orientation, gender identity, gender expression, pregnancy, physical or mental disability, veteran status, genetic information, or any other status protected under federal, state, local law or University policy.

16.6 Subcontracting. In the event Company or Bottler engages a subcontractor to perform all or any portion of its obligations hereunder, Company or Bottler will provide prior written notice to University notifying University of the subcontractor and nature of services provided by such subcontractor. University shall have the right to approve or reject any subcontractor in its reasonable discretion. Company or Bottler shall ensure the subcontractor complies with all applicable terms and conditions of this Agreement.

16.7 Public Records. The University is a public agency. Records relating to the University's business are public records. Proposals are public records and will be available for inspection and copying by any person upon completion of the RFP process. The University further agrees to provide timely notice to Coca-Cola of all requests for public records that call for the production of Coca-Cola's confidential documents, including without limitation, its Proposal, this Agreement, any associated financial or operational terms, and all other materials that would reasonably be considered confidential.

16.8 Confidentiality of Information. In the course of performing their obligations under the Agreement, 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, signage, surveys and studies, management guidelines, procedures, operating manuals and software, and confidential financial and procurement details, 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) to the extent disclosure is required under applicable law, including public records laws of the state of Idaho (Sections 74-101 through 74-126, Idaho Code). 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.

16.8 Liability and Indemnification.

(A) Bottler Indemnification Obligations. Bottler shall defend, indemnify, and hold Company and University, including the State of Idaho and State Board of Education, harmless from and against all claims, suits, liabilities, costs, and expenses incurred by either of them, including reasonable attorney's costs and fees related to (i) Bottler's material breach of this Agreement, and (ii) for injury to, including death of, persons (whether they be third persons or employees of any of the parties hereto) or any loss of or damage to property in any manner arising from the negligence of Bottler, its employees, and agents in the course of their duties to Bottler.

(B) Company Indemnification Obligations. Company shall defend, indemnify, and hold University, including the State of Idaho and the State Board of Education, and Bottler harmless from and against all claims, suits, liabilities, costs, and expenses, including reasonable attorney's costs and fees, related to (i) Company's material breach of this Agreement, (ii) for injury to, including death of, persons (whether they be third persons or employees of any of the parties hereto) or any loss of or damage to property in any manner arising from the negligence of Company, its employees and agents in the course of their duties to Company, and (iii) all claims, demands, or litigation alleging that any copyright or trademark of Company violates or infringes on trademarks, tradenames, copyrights, or other proprietary rights, provided that such tradenames, trademarks, or copyrights have been used in the exact manner provided by Company.

(C) University's Responsibility for Wrongful and Negligent Acts. The University acknowledges and agrees it is responsible for negligent or wrongful acts committed by the University or by its employees or agents arising out performance under the terms of this Agreement, and that the University may be found liable to persons injured by any such individual wrongful act or acts, including liability to Coca-Cola and each of its officers, directors, agents, and employees, provided, however the University shall at no time be liable for more than the pro rata share of the total damages awarded in favor of a claimant that is directly attributable to the negligent or otherwise wrongful acts or omissions of the University or its employees. University's liability for negligent or wrongful acts is governed by the Idaho Tort Claims Act (the "Act"), Idaho Code, §§ 6-901 – 6-929, including limitations of liability to no more than

$500,000 for any one occurrence or accident, as set forth in the Act and may be further limited by other provisions of state law. The University is a public institution and, as such, the University's liability is at all times limited as required by Idaho law, including the Idaho State Constitution, the Act, and Idaho Code Title 59, Chapter 10,. Any provision of this Agreement shall be void to the extent such provision violates applicable laws. Without limiting the foregoing, nothing in this Agreement shall be deemed to constitute a waiver by University of any privilege, protection, or immunity otherwise afforded it under the Idaho Constitution, the Act, or any other applicable law or a waiver of its sovereign immunity, which is hereby expressly retained.

(D) Exception. No party's indemnification obligations hereunder shall apply to any loss or damage to the extent caused by the acts, omissions or negligence of the party seeking to be indemnified.

(E) Indemnification Procedures. Whenever any party entitled to indemnification (the "Indemnified Party") pursuant to the previous paragraphs receives notice of any potential claim which may be subject to indemnity, such party shall promptly notify the party obligated to indemnify (the "Indemnifying Party"). The Indemnifying Party shall have the obligation to assume the defense of such claim by counsel designated by it and reasonably acceptable to the Indemnified Party, provided that the Indemnifying Party shall not settle or compromise any such claim, or consent to the entry of any judgment, without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld. The Indemnified Party, its affiliates, employees and representatives, shall fully cooperate with and timely assist the Indemnifying Party with the defense of such claim. If the Indemnifying Party fails to assume the defense of such claim as soon as reasonably possible, in any event prior to the earlier of twenty (20) days after receipt of notice of the claim or five (5) days before the date an answer to a complaint or similar initiation of legal proceeding shall be due, the Indemnified Party shall have the right to undertake, at the Indemnifying Party's expense, the compromise or settlement of any such claim on behalf of and at the risk and expense of the Indemnifying Party.

16.9 Relationship of the Parties. The Parties understand and agree that each is an independent contractor engaged in the operation of its own respective business, that neither Party shall be considered to be the agent, master, or servant of the other Party for any purpose whatsoever and that neither has any general authority to enter into any contract, assume any obligations, or to make any warranties or representations on behalf of the other. It is mutually understood and agreed that employees of Coca-Cola are not nor shall they be deemed to be employees of University and that employees of University are not nor shall they be deemed to be employees of Coca-Cola. Coca-Cola's employees performing any Services or otherwise performing work on University property are present and serving solely as Coca-Cola's employees or subcontractors and shall not be deemed University employees for any purpose. Nothing in this Agreement shall create, nor be deemed to create, an employment relationship between University and any Coca-Cola employee.

16.10 Insurance.

(A) Coca-Cola shall, at its own cost and expense, acquire and maintain during the Term of this Agreement, with carriers having an AM Best Rating of A-VII or better, sufficient insurance to adequately protect the respective interests of the parties. Specifically, Coca-Cola must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then, coverage can be obtained on a claims-made basis with a three (3) year tail following the termination or expiration of this Agreement:

(i) Commercial General Liability including, but not limited to, premises-operations, broad form property damage, products /completed operations, independent contractors, personal injury and advertising injury and liability assumed under an insured contract with limits of at least $5,000,000 per occurrence and $5,000,000 general aggregate and $5,000,000 Products/Completed Operations Aggregate;

(ii) Commercial Automobile Liability insurance for any owned, non-owned, hired, or borrowed automobile used in the performance of University and Coca-Cola's obligations under this Agreement is required in the minimum amount of $1,000,000 combined single limit;

(iii) Statutory Workers' Compensation Insurance and Employer's Liability Insurance in the minimum amount of $1,000,000 each employee by accident, $1,000,000 each employee by disease and $1,000,000 aggregate by disease with benefits afforded under the laws of the state or country in which the services are to be performed;

(iv) Property Insurance. Property Insurance on an "All Risk" Basis with replacement cost coverage for property and equipment of others in the care, custody, and control of University is required to be maintained by University.

(B) Coca-Cola shall endeavor to provide thirty (30) days written notice of any cancellation, non-renewal, termination, or reduction in coverage. Insurance as outlined above shall be primary and non-contributory coverage. University and Coca-Cola will be solely responsible for any deductible or self-insured retention. The above insurance limits may be achieved by a combination of primary and umbrella/excess policies.

(C) Coca-Cola shall include University on its Commercial General Liability and Commercial Automobile Liability policies, as an "Additional Insured" as required by written Agreement and evidenced on a certificate of insurance. University shall be included as a "Loss Payee" on Company's Property policy, and shall be evidenced on a certificate of insurance. Upon execution of this Agreement and annually upon the anniversary date(s) of the insurance policy's renewal date(s), Coca-Cola will provide to University a Certificate of Insurance evidencing compliance with the insurance requirements set forth above.

(D) University shall maintain, at all times applicable hereto, comprehensive liability insurance in such amounts as are prescribed by Idaho Code section 6-924 (not less than $500,000). University's liability coverage is self-funded by the State of Idaho and administered by the State of Idaho Risk Management Program pursuant to the terms of the Act.

(E) The stipulated limits of coverage will not be construed as a limitation of any potential liability to any Party. Failure to request evidence of insurance is not a waiver of any Party's obligation to obtain the required insurance.

16.11 Release, Discharge, or Waiver. A Party's release, discharge, or waiver of any of this Agreement's terms or conditions is effective only if in writing and signed by that Party. A Party's specific waiver does not constitute a waiver by that Party of any earlier, concurrent or later breach or default. No waiver occurs if a Party either fails to insist on strict performance of this Agreement's terms or pays or accepts money under this Agreement with knowledge of a breach.

16.12 Severability. If any portion of this Agreement is severed, that is, held indefinite, invalid, or otherwise unenforceable, the rest of this Agreement continues in full force. But if the severance of a provision affects a Party's rights, the severance does not deprive that Party of its available remedies, including the right to terminate this Agreement.

16.13 Assignment.

(A) **By University.** Because this Agreement is for rights unique to University, none of University's rights or obligations may be assigned, by operation of law or otherwise, without Coca-Cola's prior written consent. Any assignment that violates the terms of this provision is void.

(B) **By Coca-Cola.** Company and/or Bottler may assign all or part of its rights and obligations under this Agreement to any licensed Company bottler, Company or any of Company's subsidiaries.

16.14 Survival. To the extent permitted by Idaho law, the terms and provisions hereof, and all documents being executed hereunder, including, without limitation, the representations and warranties, a party's obligations (if any) to provide refunds, survive the expiration or termination of this Agreement.

16.15 Notices. Any notice or other communication under this Agreement must be in writing and must be sent by registered mail or by an overnight courier service (such as Federal Express) that provides a confirming receipt. A copy of the notice must be sent by fax when the notice is sent by mail or courier. Notice is considered duly given when it is properly addressed and deposited (postage prepaid) in the mail or delivered to the courier. Unless otherwise designated by the parties, notice must be sent to the following addresses:

(A) Notice to Company.

The Coca-Cola Company,
acting by and through its Coca-Cola North America division
One Coca-Cola Plaza
Atlanta, Georgia 30313
Attention: Vice President, Strategic Marketing Finance and Business Affairs

Copy to: Group Counsel, Coca-Cola North America
legaldocuments@coca-cola.com

(B) Notice to Bottler.

Swire Pacific Holdings, Inc.
12634 South 265 West
Draper, Utah 84020
Attention: President
Fax: 801-816-5435

Copy to: Swire Legal Department
Same address

(C) Notice to University.

Boise State University
Attn: Associate Vice President, Campus Services
Attn: the University Contract Administrator, Dining Operations
1910 University Drive
Boise, Idaho 83725
Email: campusservices@boisestate.edu

Copy to: Boise State University
Attention: General Counsel
1910 University Drive
Boise, Idaho 83707
Email: contracts@boisestate.edu

16.16 External Factors and Considerations.

(A) Appropriations Clause. The University's obligations and liabilities hereunder are subject to the appropriation of funds from the State of Idaho, which appropriation shall be in the State of Idaho's sole discretion, from revenues legally available to the University for each Fiscal Year during the Term. For purposes of this agreement, the University's Fiscal Year shall be July 1 through June 30, hereafter "Fiscal Year." As such, this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho or the

University beyond the term of any particular appropriation of funds by the Idaho State Legislature as may exist from time to time. University reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the University to continue such payments, or requires any return or "give-back" of funds required for the University to continue payments, or if the Executive Branch of the State of Idaho mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the Parties hereto shall thereupon cease within ten (10) calendar days after notice to Coca-Cola.

(B) Compliance with Governor's Executive Order. In the event any provision of this Agreement shall cause the University to be in violation of any of the Governor of Idaho's Executive Orders, then this Agreement shall be revised, as mutually agreed upon by the Parties, such that the University can comply with the Governor of Idaho's Executive Orders.

(C) Certifications. University is prohibited by state law from entering into certain contractual agreements. Each of Company and Bottler hereby certifies that (i) it is not currently engaged in, and will not for the duration of the Agreement, as amended from time to time, engage in, a boycott of goods or services from Israel or territories under its control; and (ii) it is not currently owned or operated by the government of China and will not for the duration of the Agreement be owned or operated by the government of China.

16.17 Force Majeure. No Party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases Company or Bottler, as the case may be, shall notify University promptly in writing of any cause for delay and University concurs that the delay was beyond the control and without the fault or negligence of such entity. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of Company's or Bottler's finances shall not be a Force Majeure.

16.18 Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts; each of which shall be deemed an original, and together shall constitute a binding agreement upon the Parties and be considered one document. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature, for this Agreement, means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures.

16.19 Headings. All headings are for reference purposes only and must not affect the interpretation of this Agreement.

16.20 References. All references to "days" in this Agreement mean calendar days, unless business days are expressly stated. All references to "including" mean "including without limitation".

16.21 Governing Law and Forum. This Agreement is governed by and must be interpreted under Idaho law, without giving effect to any applicable conflict or choice-of-law provisions. Any legal proceeding related to this Agreement shall be instituted in the courts of Ada County, Idaho, and Coca-Cola hereby irrevocably agrees to submit to the jurisdiction of such courts

(Signature Page to Follow)

The Coca-Cola Company, acting by and through its Coca-Cola North America division

By: ______________________________
Print Name: ______________________
Title: _____________________________

Boise State University

By: ______________________________
Print Name: ______________________
Title: _____________________________

Swire Pacific Holdings, Inc.

By: _____________________________
Print Name: _____________________
Title: __________________________

EXHIBIT A
DEFINITIONS

Certain capitalized words or phrases are used throughout this document. Such words or phrases have the following meanings:

1. "Agreement Year" means each twelve-month period during the Term commencing on July 1 and ending on June 30.

2. "Approved Cups" means those certain cups designated or approved by Company bearing Company trademarks or Company and University trademarks on 100% of the exterior cup surface.

3. "Athletic Facilities" means all of University's athletic facilities and surrounding grounds, including without limitation, Albertson's Stadium, Bleymaier Football Center, ExtraMile Arena, Arguinchona Basketball Complex, Boas Soccer Complex, Huber Field and Ed Jacoby Track at Dona Larsen Park, Bronco Gym and all associated press boxes, players' benches and locker rooms but does not include areas and facilities where only intramural sports are conducted.

4. "Athletic Marks" means the Marks of University Athletics and the Athletic Facilities. Examples of Athletic Marks includes team names, uniforms, logos and emblems.

5. "Beverages" means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling, marketing or packaging. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-Cups® pods and all other beverage bases from which Beverages can be made and brands and products of water purification and beverage making systems (e.g. Brita®, Soda Stream®, Keurig®), are deemed to be included in this definition. For the avoidance of doubt "flavor enhancers", "liquid water enhancers", drinking water dispensing systems and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages.

6. "Blockage" means the alteration, dimming, or obscuring of advertising for whatever reason, including by electronic manipulation or the electronic insertion of virtual signage for Competitive Products. "Blocked" has a corresponding meaning.

7. "Broadcaster" means any person or entity that for any business purpose broadcasts, distributes, prints, syndicates, televises, or publishes by any means (including electronically via the internet or wireless devices) any photograph, film, videotape, or other recording or rendering of all or part of the Campus, any University Team game, or any other Campus event. "Broadcast" has a corresponding meaning.

8. "Campus" means the area of the main campus and other real property in the city of Boise that the University may own or operate during the Term, whether currently existing or built or acquired during the Term (including without limitation all academic buildings,

branded or unbranded food service outlets, vending locations, Athletic Facilities, auditoriums, theatres, housing and medical facilities, convenience stores, retail outlets, and areas and facilities where intramural sports are conducted) and which are operated by or directly in conjunction with the University or over which University has management control. "Campus" includes the Parkcenter Drive building owned by University (known as the Ron and Linda Yanke Family Research Park).

9. "Company Beverages" means Beverages (i) manufactured, distributed, or marketed by Company; or (ii) sold under trademarks or brand names owned or controlled by or licensed for use by Company, provided, however, that the term "Competitive Beverages" does not include alcohol beverage products.

10. "Competitive Products" means all Beverages that are not Company Beverages, and any products or entities, whether or not Beverages, marketed under Beverage trademarks that are not Company Marks (e.g., "Gatorade Energy Bars," "PepsiCo").

11. "Concessionaire(s)" means University's third party food and beverage concessionaires.

12. "Designations" means (1) "Official Soft Drink [or Juice, Tea, Sports Drink, etc.] of Boise State University"; (2) "Official Soft Drink [or Juice, Tea, Sports Drink, etc.] of "the Broncos;" and (3) "Official Sponsor of the Boise State Broncos"**.**

13. "Fresh Milk" means that liquid taken from female mammals for human consumption, and which may be pasteurized, homogenized, and/or have calcium and/or vitamins A and D added. Fresh Milk shall not include milk to which sweeteners, flavorings, fruit juice, carbonation, protein, minerals, vitamins (other than vitamins A and D), whey, caseins, cultures, tea, coffee or other ingredients have been added. Fresh Milk does not include liquids that may be commonly described as "milk" but which do not meet the preceding definition of "Fresh Milk," such as coconut milk/water or "Muscle Milk."

14. "Fresh Brewed Coffee" means ground or unground roasted coffee beans or a beverage brewed in multi-cup coffee makers from the ground or unground roasted coffee beans prepared on-premise and served hot or cold for immediate consumption.

15. "Full Service Beverage Vending" means that Bottler will place vending machines on the Campus, stock the vending machines and collect all proceeds from the sale of Company Beverages through such vending machines.

16. "Mark" means, with respect to any party, any trademark, trade name, service mark, design, logo, slogan, symbol, mascot, character, identification, or other proprietary design now or in the future owned, licensed, or otherwise controlled by that party.

17. "NCAA" means the National Collegiate Athletic Association.

18. "Special Promotional Events" means and is limited to sporting events, concerts, theatrical or comedic performances, conventions, trade shows, and/or other events occurring on the Campus and having a duration of three (3) or less days. Each of the above also must meet the following additional requirements: (a) the event must be sponsored by a

manufacturer, distributor, or marketer of Competitive Products under a sponsorship agreement with the owner or operator of the subject event (e.g., the NCAA or University's intercollegiate athletics conference, a concert or theatrical production company, or a trade show or convention production company), but not with University or its agents; (b) it must be conducted on a statewide, regional or national basis; and (c) the sponsorship agreement referred to above must require on-site advertising for such Competitive Products. University will provide Coca-Cola with prior written notice of each event which University intends to designate as a Special Promotional Event; and also will use its best efforts to provide such written notice to Coca-Cola at least thirty (30) calendar days prior to the subject event.

19. "Team" or "Team(s)" means all intercollegiate athletic teams associated with the University.

20. "University Marks" means any and all Marks owned or controlled by University, including all marks of the University and the Campus. University Marks shall include all Athletic Marks. Examples of University Marks include the University's name, logo and emblems.

21. "University Athletics" means the University Athletic department, all University intercollegiate athletic teams and events, University varsity athletic coaches, and the University Athletic Director.

EXHIBIT B
Product Pricing*

Prices to University:

Fountain Products:

For any University self-operated locations pricing to University for fountain syrups shall be Company's national account pricing and is subject to change from time to time. For the avoidance of doubt, pricing to any Concessionaire for locations operated by a Concessionaire shall be pricing as set forth in Company's agreement with such Concessionaire.

Price increases for national account fountain syrup pricing become effective January 1st of each calendar year. Price increases will be proposed by November 15 in each calendar year. Increases in pricing to Concessionaires is governed by each Concessionaire's agreement with Company.

Bottle/Can Products*:

Pricing to University:

Sparkling Soft Drinks	Price	Case Count	Unit Price
Sparkling (Can) - 12Z	$ 15.91	2/12pk (24/cs)	$ 0.66
Sparkling (Can) - 7.5Z	$ 15.91	24/cs	$ 0.66
Sparkling (Glass) - 8Z	$ 31.32	24/cs	$ 1.31
Sparkling (Import Glass) - 355ML	$ 30.60	24/cs	$ 1.28
Sparkling (Import Glass) - 500ML	$ 35.16	24/cs	$ 1.47
Sparkling (PET) - 12Z 8pk	$ 21.79	3/8pk (24/cs)	$ 0.91
Sparkling (PET) - 1L	$ 23.04	12/cs	$ 1.92
Sparkling (PET) - 20Z	$ 29.54	24/cs	$ 1.23
Sparkling (PET) - 2L	$ 17.38	8/cs	$ 2.17
Water	**Price**	**Case Count**	**Unit Price**
AHA - 12Z	$ 17.89	3/8pk (24/cs)	$ 0.75
AHA - 16Z	$ 22.24	24/cs	$ 0.93
BODYARMOR - 1L	$ 22.02	12/cs	$ 1.84
BODYARMOR - 700ML	$ 33.61	24/cs	$ 1.40
Dasani - .5L 24pk **	$ 8.00	24/cs	$ 0.33
Dasani - 12Z	$ 15.02	3/8pk (24/cs)	$ 0.63
Dasani - 1L	$ 16.95	12/cs	$ 1.41
Dasani - 20Z	$ 25.61	24/cs	$ 1.07
smartwater - 1L	$ 23.15	12/cs	$ 1.93
smartwater - 20Z	$ 33.06	24/cs	$ 1.38
smartwater - 700ML	$ 36.21	24/cs	$ 1.51

Topo Chico - 12Z	$ 27.95	24/cs	$ 1.16
Sports Drinks	**Price**	**Case Count**	**Unit Price**
BODYARMOR - 16Z	$ 20.28	12/cs	$ 1.69
BODYARMOR - 28Z	$ 25.49	15/cs	$ 1.70
POWERADE - 20Z **	$ 24.00	24/cs	$ 1.00
POWERADE - 28Z	$ 22.72	15/cs	$ 1.89
POWERADE PowerWater - 20Z	$ 15.40	12/cs	$ 1.28
Rejuvenate	**Price**	**Case Count**	**Unit Price**
Core Power - 14Z **	$ 20.00	12/cs	$ 1.67
Core Power Elite - 14Z **	$ 26.00	12/cs	$ 2.17
Fairlife Milk - 14Z	$ 19.46	12/cs	$ 1.62
Dunkin Coffee - 13.7Z	$ 27.24	12/cs	$ 2.27
Gold Peak - 18.5Z	$ 21.01	12/cs	$ 1.75
Minute Maid - 10Z	$ 23.75	24/cs	$ 0.99
Minute Maid - 12Z	$ 37.19	24/cs	$ 1.55
Aguas Frescas - 16Z 24CT	$ 31.05	24/cs	$ 1.29
Mixer - 1L	$ 23.04	12/cs	$ 1.92
Peace Tea - 23Z	$ 11.79	12/cs	$ 0.98
vitaminwater - 20Z	$ 19.51	12/cs	$ 1.63
vitaminwater - 32Z	$ 31.67	15/cs	$ 2.11
Energy	**Price**	**Case Count**	**Unit Price**
Full Throttle - 16Z	$ 45.16	24/cs	$ 1.88
Monster - 15.5/16Z	$ 45.16	24/cs	$ 1.88
Monster Java - 15Z	$ 27.11	12/cs	$ 2.26
NOS - 16Z 24ct	$ 45.16	24/cs	$ 1.88
Reign - 16Z	$ 22.58	12/cs	$ 1.88
Monster Import 550ml	$ 32.65	12/cs	$ 2.72
Cups/Lids/CO2	**Price**	**Case Count**	**Unit Price**
16.5 oz Cups	$ 71.46	1000/cs	$ 0.07
21 oz Cup	$ 79.38	1000/cs	$ 0.08
24 oz Cup	$ 93.87	1000/cs	$ 0.09
32 oz Cup	$ 61.43	480/cs	$ 0.13
44 oz Cup	$ 79.98	480/cs	$ 0.17
12/24 oz SOLO Lid	$ 50.59	2000/cs	$ 0.03
32 oz SOLO Lid	$ 47.32	960/cs	$ 0.05
44 oz SOLO Lid	$ 61.43	960/cs	$ 0.06
21 oz Compostable Paper Cup	$ 106.05	500/cs	$ 0.21
32 oz Compostable Paper Cup	$ 87.55	500/cs	$ 0.18
16/21 Compostable Lid	$ 58.73	960/cs	$ 0.06
32 Compostable Lid	$ 50.66	960/cs	$ 0.05
20 lb. CO2	$ 25.12		
35 lb. CO2	$ 35.08		

50 lb. CO2	$ 35.08		
** Discounted price is for consumption Only and does not qualify against budget for			
In-Kind products donations.			

Pricing to University Concessionaires:

Sparkling Soft Drinks	Price	Case Count	Unit Price
Sparkling (Can) - 12Z	$ 15.91	2/12pk (24/cs)	$ 0.66
Sparkling (Can) - 7.5Z	$ 15.91	24/cs	$ 0.66
Sparkling (Glass) - 8Z	$ 31.32	24/cs	$ 1.31
Sparkling (Import Glass) - 355ML	$ 30.60	24/cs	$ 1.28
Sparkling (Import Glass) - 500ML	$ 35.16	24/cs	$ 1.47
Sparkling (PET) - 12Z 8pk	$ 21.79	3/8pk (24/cs)	$ 0.91
Sparkling (PET) - 1L	$ 23.04	12/cs	$ 1.92
Sparkling (PET) - 20Z	$ 29.54	24/cs	$ 1.23
Sparkling (PET) - 2L	$ 17.38	8/cs	$ 2.17
Water	**Price**	**Case Count**	**Unit Price**
AHA - 12Z	$ 17.89	3/8pk (24/cs)	$ 0.75
AHA - 16Z	$ 22.24	24/cs	$ 0.93
BODYARMOR - 1L	$ 22.02	12/cs	$ 1.84
BODYARMOR - 700ML	$ 33.61	24/cs	$ 1.40
Dasani - .5L 24pk	$ 19.21	24/cs	$ 0.80
Dasani - 12Z	$ 15.02	3/8pk (24/cs)	$ 0.63
Dasani - 1L	$ 16.95	12/cs	$ 1.41
Dasani - 20Z	$ 25.61	24/cs	$ 1.07
smartwater - 1L	$ 23.15	12/cs	$ 1.93
smartwater - 20Z	$ 33.06	24/cs	$ 1.38
smartwater - 700ML	$ 36.21	24/cs	$ 1.51
Topo Chico - 12Z	$ 27.95	24/cs	$ 1.16
Sports Drinks	**Price**	**Case Count**	**Unit Price**
BODYARMOR - 16Z	$ 20.28	12/cs	$ 1.69
BODYARMOR - 28Z	$ 25.49	15/cs	$ 1.70
POWERADE - 20Z	$ 30.25	24/cs	$ 1.26
POWERADE - 28Z	$ 22.72	15/cs	$ 1.89
POWERADE PowerWater -20Z	$ 15.40	12/cs	$ 1.28
Rejuvenate	**Price**	**Case Count**	**Unit Price**
Core Power - 14Z	$ 35.53	12/cs	$ 2.96
Core Power Elite - 14Z	$ 37.89	12/cs	$ 3.16

Fairlife Milk - 14Z	$ 19.46	12/cs	$ 1.62
Dunkin Coffee - 13.7Z	$ 27.24	12/cs	$ 2.27
Gold Peak - 18.5Z	$ 21.01	12/cs	$ 1.75
Minute Maid - 10Z	$ 23.75	24/cs	$ 0.99
Minute Maid - 12Z	$ 37.19	24/cs	$ 1.55
Aguas Frescas - 16Z 24CT	$ 31.05	24/cs	$ 1.29
Mixer - 1L	$ 23.04	12/cs	$ 1.92
Peace Tea - 23Z	$ 11.79	12/cs	$ 0.98
vitaminwater - 20Z	$ 19.51	12/cs	$ 1.63
vitaminwater - 32Z	$ 31.67	15/cs	$ 2.11
Energy	**Price**	**Case Count**	**Unit Price**
Full Throttle - 16Z	$ 45.16	24/cs	$ 1.88
Monster - 15.5/16Z	$ 45.16	24/cs	$ 1.88
Monster Java - 15Z	$ 27.11	12/cs	$ 2.26
NOS - 16Z 24ct	$ 45.16	24/cs	$ 1.88
Reign - 16Z	$ 22.58	12/cs	$ 1.88
Monster Import 550ml	$ 32.65	12/cs	$ 2.72
Cups/Lids/CO2	**Price**	**Case Count**	**Unit Price**
16.5 oz Cups	$ 71.46	1000/cs	$ 0.07
21 oz Cup	$ 79.38	1000/cs	$ 0.08
24 oz Cup	$ 93.87	1000/cs	$ 0.09
32 oz Cup	$ 61.43	480/cs	$ 0.13
44 oz Cup	$ 79.98	480/cs	$ 0.17
12/24 oz SOLO Lid	$ 50.59	2000/cs	$ 0.03
32 oz SOLO Lid	$ 47.32	960/cs	$ 0.05
44 oz SOLO Lid	$ 61.43	960/cs	$ 0.06
21 oz Compostable Paper Cup	$ 106.05	500/cs	$ 0.21
32 oz Compostable Paper Cup	$ 87.55	500/cs	$ 0.18
16/21 Compostable Lid	$ 58.73	960/cs	$ 0.06
32 Compostable Lid	$ 50.66	960/cs	$ 0.05
20 lb. CO2	$ 25.12		
35 lb. CO2	$ 35.08		
50 lb. CO2	$ 35.08		

*All prices are per standard physical case and exclusive of taxes, deposits, handling fees, and recycling fees.

All bottle/can and ancillary prices may be adjusted on an annual basis. Price increases will be communicated by November 15 of each Agreement Year and become effective on July 1 of each Agreement Year. If the parties are unable to reach an agreement regarding price increases, increases shall not exceed 4% of the previous Agreement Year’s prices.

If during the Term University elects to self-operate any or all of its food service locations, Bottler will extend to University the pricing and terms then in effect with respect to the

Concessionaire operating those locations, including the same schedule and amount of price increases as detailed above for bottle/can and ancillary products.

Bottler may increase prices above 4%, but in no case more than the Producer Price Index (PPI) (unless documentation of the actual cost increase in excess of PPI is provided), if there is a significant (i) increase in a component of the cost of goods, manufacture or delivery of the Bottler Bottle/Can Beverages; (ii) increase in taxes, deposits and other government related fees; or (iii) marketplace changes introduced by new government regulation or changes in the law that negatively impact Bottler’s costs.

EXHIBIT C
Signage and Other Advertising

(A) **Signage** - Coca-Cola will receive the following signage on Campus:

Football signage:
- Broadway facing signage displayed year round 7 X 14
- North Video Board- Digital Rotation
- Ribbon board rotational
- Video board feature- current program is Caught Red Handed (all home football games) subject to change if Coca-Cola and University elect to add new program

Basketball signage:
- Main videoboard- major digital
- Main board/center hung rotational
- Ribbon board rotational- East/West ribbon board
- Video board feature- Current program is Caught Red Handed 4 men's & 4 women's home games

Additional signage (Media and Press Conference):
- Home and away post-game press conferences, including but not limited to, televised post-game press conferences in all sports and athletic department news press conferences
- Coca-Cola will allow one (1) additional sponsor on media back drop as long as Coca-Cola approves the design before print and additional sponsor is not of a competitive nature
- Company Beverage (of Coca-Cola's choice) to be displayed at all post game media press conferences and University Athletics announcements

Olympic Sport signage:
- Soccer- scoreboard signage (permanent or digital)
- Softball- Videoboard rotating digital logo inclusion

(B) **Print Advertising** - Annually during the Term, Coca-Cola will receive the following print advertising in publications associated with University:

- Football Game program- Full page detail ad in all football game programs 8.5 X 11
- Basketball Game program- Full page detail ad in all basketball game programs 8.5 X 11

(C) **Internet Advertising**

University Athletics Website:

- University Athletics website rotating logo- logo impression rotated on bottom portion of official University Athletics website

(D) Radio Advertising

Football and Basketball on the Bronco Radio Network for each live game broadcast:
- Live game ID’s
- Opening billboards
- Closing billboards
- One :30 spot pre-game
- Two :30 spot in-game
- One :30 spot post-game
- Two live reads

Football & Basketball Coaches Radio Show
- Live ID’s
- One :30 spot

Post Season Radio:
- Extended season radio (post-season) to be included at an additional per game rate with additional invoicing (if Coca-Cola chooses to purchase post-season radio inventory for any particular season)

(E) Additional Inventory:

<u>Men’s and Women’s Basketball Game Entitlement/Sponsorship</u>:
- One (1) game for each men’s and women’s basketball to include logo on program, game match-up in-game digital, giveaway opportunities, game ball recognition, and additional tickets up to fifty (50).

(F) Athletics Capital Projects:

- If the remodeling of the North End Zone project is completed during the Term of this Agreement, and University decides to include concession space, Coca-Cola will receive dedicated concession space with Coca-Cola’s branding visible. Space and design will be mutually agreed upon by University Athletics, Bronco Sports Properties & Coca-Cola
- Coca-Cola will also have opportunity to upgrade its North End Zone ticket locations by purchasing premium seating in the newly remodeled North End Zone or alternatively, to have Coca-Cola’s current one hundred (100) north end zone season tickets re-allocated in the remodeled North End Zone, exact locations to be mutually agreed upon, but in no event in a less desirable location than in the current North End Zone

(G) Lyle Smith Society Membership: Each Agreement Year Coca-Cola shall receive Lyle Smith Society membership and benefits commensurate with those made available to the $500,000 donor level.

EXHIBIT D
Tickets/Hospitality

(A) University will provide Coca-Cola with the following tickets and entertainment/hospitality privileges free of charge, during each Agreement Year:

Football:

- One hundred (100) football season tickets in Section 129
- One hundred (100) football season tickets in the North End Zone
- Fifty (50) additional tickets to one home football game
- Four (4) parking passes to all football home games
- Four (4) Bronco Athletic Association ("BAA") pre-game sideline passes for all home football games
- Two (2) BAA football parking-tailgate passes for all home football games
- Two (2) VIP reserved parking passes through club seat program for all home football games
- Eight (8) club seats, Stueckle Sky Center for all home football games
- Six (6) BAA memberships, including all benefits that come with such memberships
- Two (2) spots reserved on a team charter plane to be a TBD away football game

Basketball:

- Four (4) parking passes to all men's basketball home games

Basketball and Football VIP Season Tickets:

- Twenty (20) VIP season tickets to Boise State home football games
- Twenty (20) VIP season tickets to Boise State home men's basketball games

Merchandise:

- Boise State Bronco athletic merchandise with a value of One Thousand Five Hundred Dollars ($1,500.00) to be used for promotional purposes
- Autographed merchandise (head football coach signed footballs, etc.) in the amount to be mutually agreed upon between Coca-Cola and University but at a minimum in an amount comparable to prior years

(B) In addition, Coca-Cola will have the right to purchase the following tickets and entertainment/hospitality privileges at face or rate card value, during each Agreement Year:

- Coca-Cola will be entitled to purchase bowl game or post season tournament tickets at face retail value for any sport in which a University Athletic team is participating, including, without limitation, up to (20) football bowl game seats and four (4) men's basketball tournament seats.

EXHIBIT E

COCA-COLA NORTH AMERICA FOUNTAIN EQUIPMENT LEASE AGREEMENT

1. **LEASE AGREEMENT AND TERM**. The Coca-Cola Company, through its Coca-Cola North America division, ("Company") hereby leases to the account identified on the attached Sponsorship Agreement ("Lessee") all fountain beverage dispensing equipment provided to Lessee (the "Equipment"), subject to the terms and conditions set forth in this Lease Agreement. Each piece of Equipment is leased commencing on its installation date (the "Commencement Date"). Company may remove any piece of Equipment for any reason upon thirty (30) days prior written notice to Lessee. If this Lease is terminated with respect to any piece of Equipment for any reason, other than Company removing a piece of Equipment without cause under this section, prior to 100 months from the Commencement Date for that piece of Equipment unless Lessee has terminated the Sponsorship Agreement for an uncured breach by Company or unless a concessionaire has assumed the Lease Agreement, Lessee will pay Company the actual cost of removal of that Equipment, as well as the unamortized portion of the costs of (i) installation, (ii) non-serialized parts (e.g., pumps, racks and regulators) and other ancillary equipment, (iii) remanufacturing, and (iv) standard shipping and handling charges. The terms of this Lease will continue in effect with respect to each piece of Equipment until the Equipment has been removed from Lessee's premises and will survive the expiration or termination of the Sponsorship Agreement. Company agrees that it will not charge Lessee for any removals or reinstallations of equipment removed and relocated due to remodeling on campus if Lessee agrees to store Company's equipment on campus until the equipment can be reinstalled in new locations.
2. **TITLE TO THE EQUIPMENT**. Title to the Equipment is, and will at all times remain, vested in Company. Lessee will have no right, title, or interest in or to the Equipment, except the right to quiet use of the Equipment in the ordinary course of its business as provided in this Lease. THE PARTIES AGREE, AND LESSEE WARRANTS, THAT THE EQUIPMENT IS, AND WILL AT ALL TIMES REMAIN, PERSONAL PROPERTY OF COMPANY NOTWITHSTANDING THAT THE EQUIPMENT OR ANY PART THEREOF MAY NOW BE, OR HEREAFTER BECOME, IN ANY MANNER AFFIXED OR ATTACHED TO, OR EMBEDDED IN, OR PERMANENTLY RESTING UPON, REAL PROPERTY OR IMPROVEMENTS ON REAL PROPERTY
3. **USE OF EQUIPMENT**. Lessee agrees that the Equipment will be used to dispense only Company Beverages.
4. **WARRANTY DISCLAIMER**: LESSEE ACKNOWLEDGES THAT COMPANY IS NOT A MANUFACTURER OF THE EQUIPMENT AND THAT COMPANY HAS MADE NO REPRESENTATIONS OF ANY NATURE WHATSOEVER PERTAINING TO THE EQUIPMENT OR ITS PERFORMANCE, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES RELATING TO THE DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR ITS PERFORMANCE, OR ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, OR ANY WARRANTY WITH RESPECT TO PATENT RIGHTS, IF ANY, PERTAINING TO THE EQUIPMENT. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES, OR DAMAGES OF ANY NATURE WHATSOEVER, RESULTING FROM THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATIONS, SERVICE OR USE OF ANY EQUIPMENT OR OTHERWISE.
5. **MAINTENANCE AND REPAIRS**. Lessee's sole recourse against Company with respect to service provided by Company or its agents to the Equipment is that Company will correct any defective workmanship at no additional charge to Lessee, provided that Company is given prompt notification of any defective workmanship. Company shall not be otherwise liable for negligent acts or omissions committed in regard to maintenance or repair of the Equipment and Company assumes no responsibility for incidental, consequential or special damages occasioned by such negligent acts or omissions.
6. **RISK OF LOSS**. All risk of loss, including damage, theft or destruction, to each item of Equipment will be borne by Lessee. No such loss, damage, theft or destruction of Equipment, in whole or in part, will impair the obligations of Lessee under this Lease, all of which will continue in full force and effect.
7. **DEFAULT AND REMEDIES**. The failure of Lessee to comply with any provision of this Lease, and the failure of Lessee to remedy, cure, or remove such failure within ten (10) days after receipt of written notice thereof from Company shall constitute a "Default." Upon the occurrence of any Default or at any time thereafter, Company may terminate this Lease as to any or all items of Equipment, may enter Lessee's premises and retake possession of the Equipment at Lessee's expense, and will have all other remedies at law or in equity for breach of this Lease.
8. **LIQUIDATED DAMAGES**. If Lessee is unable or unwilling to return the Equipment to Company in good working order, normal usage wear and tear excepted, at the expiration or termination of the Lease, Lessee shall pay as liquidated damages the total of: (i) the value of Company's residual interest in the Equipment, plus (ii) all tax indemnities associated with the Equipment to which Company would have been entitled if Lessee had fully performed this Lease, plus (iii) costs, interest, and attorneys' fees incurred by Company due to Lessee's violation of Section 2 or its failure to return the Equipment to Company, minus (iv) any proceeds or offset from the release or sale of the Equipment by Company.
9. **OTHER TERMS**. Lessee acknowledges and agrees to comply with all equipment manufacturers' specifications and product dispensing and preparation instructions and specifications. No failure by Company to exercise and no delay in exercising any of Company's rights hereunder will operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or of any other rights. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF IDAHO.

EXHIBIT F

Bottler Equipment Placement Agreement

SWIRE COCA-COLA, USA

In consideration of the placement of Equipment by Bottler, we agree to the following conditions:

1. Installation and Operation. Bottler shall deliver and install the equipment described herein (the “Equipment”) at the location specified herein and Customer shall use the Equipment only at such location. Customer at its expense, shall provide all necessary service connections. Customer hereby guarantees that (a) no logo, advertisement or other indication of Bottler’s ownership of the Equipment shall be obstructed. defaced or removed and no other logo or advertisement shall be attached to the Equipment (b) in the event the Equipment contains an illuminated sign. Customer shall keep such signs illuminated at all times, and (c) the Equipment shall not be obstructed. moved or removed without the prior written consent of the Bottler.

2. Full Service. If Full Service is checked on the front of this agreement Customer agrees to permit Bottler to place the Equipment on Customer’s premises. Bottler shall stock the Equipment and shall collect all proceeds from the sale of Beverages. This Equipment will be used by Customer in the resale of products purchased only from the Bottler.

3. Rental. If Rent is checked on the front of this Agreement, Bottler hereby rents the Equipment to the Customer and Customer agrees to pay a monthly rental. Bottler may change the rental rate charged under this Agreement by sending notice of such change to Customer at its present address. Customer may terminate this Agreement as set forth herein if it objects to such change.

4. Ownership. Bottler is and at all times shall remain the exclusive owner of the Equipment. Nothing in this Contract will be construed as granting Customer any interest in the Equipment. Customer shall protect Bottler’s title and keep the Equipment free from all claims. liens. and encumbrances. Bottler agrees to supply and deliver all of the products stored in or sold through the Equipment and customer agrees to purchase from Bottler and store in or sell through the Equipment only products supplied by Bottler.

5. Maintenance and Repair. Bottler agrees to provide reasonable service and maintenance for the Equipment during the term hereof. Customer shall allow Bottler to enter its premises for the purpose of inspection or performance of such maintenance and repair. or necessary replacement or return of the Equipment.

6. Effective Date and Length. This agreement will become effective on the installation date. or the date signed by Customer if no installation date is shown.

7. Default. In the event Customer violates this agreement, or whenever the Bottler reasonably determines its Equipment is in jeopardy or that further extension of credit to Customer is unwarranted. the Bottler may declare this Agreement terminated. Customer agrees that in the event of any contingency such as bankruptcy. receivership or assignment for the benefit of credit by Customer, the Bottler may immediately enter the premises and take possession of its Equipment.

8. Disclaimer of Warranties. Customer acknowledges that Bottler is not the manufacturer of the Equipment. BOTTLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES AS TO THE FITNESS, MERCHANTABILITY, DESIGN, CONSTRUCTION, CONDITION. SPECIFICATIONS. OR PERFORMANCE OF THE EQUIPMENT. Customer accepts no warranties and expressly waives any implied warranties as to the fitness. merchantability. design. construction. condition. specification or performance of the Equipment Bottler shall not be liable to Customer for any claims based upon or arising out of lost profits or prospective profits. loss of product or consequential or incidental damages in any way relating to the installation. uses or operation of the Equipment.

9. Liability and Costs. Customer hereby assumes liability for any and all damage to. normal wear and tear excepted. or loss of the Equipment. Customer shall pay any taxes which may be imposed on the Equipment by any taxing authority. In the event of a default by Customer under this Agreement, Customer shall be liable for reasonable attorney’s fees and other costs incurred by Bottler in enforcing its rights hereunder by Irrigation or otherwise.

10. INTENTIONALLY OMITTED.

11. Loss and Damage Customer is responsible for all loss or damage to the vending and dispensing machines leased hereunder. Customer shall maintain during the term of this contract and for one year thereafter. at its own cost and expense.

12. Termination. Either party may terminate this Agreement upon any or no cause upon 10 days written notice to the other. Customer agrees that upon termination, Bottler shall have the right to remove the Equipment.

13. Miscellaneous. This Agreement shall not be assignable by Customer without the prior written consent of the Bottler. This constitutes the entire Agreement between the parties and may be amended only in a writing signed by both parties. NO modification or waiver shall be enforceable unless in writing and signed by the party against whom enforcement is sought.

14. Foreign Product. Any product other than Bottler’s product found in Equipment is cause for termination of this Agreement.

UNIVERSITY OF IDAHO

SUBJECT

Request for Bid, Award, and Construction authorization; proposed Meat Science and Innovation Center, University of Idaho (UI), Moscow, Idaho.

REFERENCE:

August 2019	Idaho State Board of Education (Board) approved the UI Six-Year Capital Improvement Plan
April 2020	Idaho State Board of Education (Board) approved Planning and Design authorization

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedure, Section V.K.1, and Sections V.K.3.

BACKGROUND/DISCUSSION

This is a request to authorize bid, award, and construction of a new Meat Science and Innovation Center Facility. The new facility will support the on-going needs of faculty in the College of Agricultural and Life Sciences (CALS) and of the meat science and livestock management industries in the state of Idaho. The proposed facility will be on the UI's main campus in Moscow.

The new facility will replace an aging and inadequate facility now on the Moscow campus. It will be state-of-the-art, and USDA inspected and certified. It will support teaching, research, and outreach across all aspects of the meat science industry, from harvest to packaging. The facility will provide students with experiential learning opportunities, and it will support research opportunities spanning multiple disciplines, including materials and system science, genetics, microbiology, biochemistry, and livestock management. It will also be the new home to Vandal Brand Meats.

The project is consistent with the strategic goals and objectives of UI and is fully consistent with UI's strategic plan, specifically:

- This project supports the growth of scholarly research activity in the Agricultural Sciences. It provides support for creative research into solutions to the issues and concerns of the meat science and livestock management industries within the State of Idaho.

- This project enhances and supports collaboration with the meat science and livestock management industries within the State of Idaho. The project is supported by leaders and stakeholders within the State of Idaho such as Agri Beef and the Idaho Cattle Association.

IMPACT

The anticipated full project cost is $14,100,000, based upon the most recent estimate of construction cost prepared by the Design Architect, Castellaw Kom Architects, Lewiston, Idaho at the conclusion of the Schematic Design Phase, and as reviewed and verified by the Construction Manager/General Contractor, Ginno Construction, Coeur d'Alene, Idaho in March, 2023. Funding will come from a combination of gifts and donations, college and central university funds, and State of Idaho Permanent Building (PBF) Funds. Fundraising efforts are currently underway, donations and pledges totaling $4,900,000 are secured to date.

This request is for authorization to complete design, bid, award, and construct the proposed Meat Science and Innovation Center Facility.

The immediate fiscal impact of this effort is to fund Planning and Design costs of approximately $14,100,000 based upon actual design contracts and costs to date, other planning necessities such as site survey and geotechnical investigation, estimated construction costs, and reasonable and prudent construction and project contingency allowances.

Overall Project **Funding**		**Estimate Budget**	
State		A/E & Consultant Fees:	$ 1,454,250
FY2024 PBF:	$ 3,000,000	Survey & Testing Fees:	32,000
FY2025 PBF Req:	2,350,000	Construction	10,578,920
Federal (Grant):		Construction Cont.	528,950
Other (UI)		Owner Cost & Fixed	
University (CALS):	2,450,000	Equip:	1,141,800
Central Reserves:	1,400,000		
Gifted Funds:	4,900,000	Project Cont.	364,080
Total	$ 14,100,000	Total	$ 14,100,000

ATTACHMENTS

Attachment 1 – Capital Project Tracking Sheet

STAFF COMMENTS AND RECOMMENDATIONS

When the Board approved planning and design for this project in April 2020, the projected total cost was $7,650,000 ($6,650,000 in gifts and donations and $1,000,000 from CALS). The submitted project budget now includes 4.9M in gifted funds and $2.45M from CALS. The project budget also assumes $2.35M as part of UI's FY25 Permanent Building Fund request.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to implement the Bid, Award, and Construction phases of the proposed Meat Science and Innovation Center Facility, with a projected total cost of $14,100,000, as described in the materials submitted to the Board. Bid, Award, and Construction authorization is provided at $14,100,000, including the authority to execute all necessary and requisite consulting and vendor contracts to fully implement the Planning and Design phases of the project.

Moved by__________ Seconded by___________ Carried Yes_____ No_____

Office of the Idaho State Board of Education
Capital Project Tracking Sheet
As of June, 2023

History Narrative

1 **Institution/Agency:** University of Idaho **Project:** Capital Project Authorization Request, Bid, Award, Construction Phases, Proposed Meat Science and Innovation Center Facility, University of Idaho, Moscow, Idaho.

2 **Project Description:** A Capital Project to provide for the planning, programming, design, and construction of a project to design and construct a proposed Meat Science and Innovation Center Facility on the Moscow campus of the University of Idaho.

3 **Project Use:** The new Meat Science and Innovation Center Facility will replace an aging and inadequate facility now on the Moscow campus. It will be state-of-the-art, and USDA inspected and certified. It will support teaching, research and outreach across all aspects of the meat science industry, from harvest to packaging. The facility will provide students with experiential learning opportunities, and it will support research opportunities spanning multiple disciplines, including materials and system science, genetics, microbiology, biochemistry and livestock management. It will also be the new home to Vandal Brand Meats.

4 **Project Size:** Approx. 12,750 gsf at the end of the Schematic Design Phase. Reduced from 17,500 gsf at the conclusion of the Programming Phase.

5

		Sources of Funds				Use of Funds*			
6–8	**Project Cost History:**	**PBF**	**ISBA**	**Other**	**Total Sources**	**Planning**	**Use of Funds Const**	**Other****	**Total Uses**
9	Initial Cost of Project. Planning, Programming and Design Phase Authorization Request. April 2020	$ -	$ -	$ 7,650,000	$ 7,650,000	$ 693,100	$ 5,776,200	$ 1,180,700	$ 7,650,000
10									
11	**History of Revisions:**								
12	Revised Cost of Project. Bid, Award, and Construction Phase Authorization Request. June 2023	$ 5,350,000	$ -	$ 1,100,000	$ 6,450,000	$ 793,150	$ 5,331,670	$ 325,180	$ 6,450,000
13									
14	**Total Project Costs**	$ 5,350,000	$ -	$ 8,750,000	$ 14,100,000	$ 1,486,250	$ 11,107,870	$ 1,505,880	$ 14,100,000

15 * Figures quoted are for the Total Project Cost.

16 ** Owner's Costs, Fixed Equipment, & Project Contingency,

17

				|-------------------- Other Sources of Funds--------------------|				
18–19	**History of Funding:**	**PBF**	**ISBA**	**Institutional Funds (Gifts/Grants)**	**Student Revenue**	**Other*****	**Total Other**	**Total Funding**
20	Initial Cost of Project. Planning, Programming and Design Phase Authorization Request. April 2020	$ -	$ -	$ 6,650,000	$ -	$ 1,000,000	$ 7,650,000	$ 7,650,000
21	Revised Cost of Project. Bid, Award, and Construction Phase Authorization Request. June 2023	$ 5,350,000	$ -	$ (1,750,000)	$ -	$ 2,850,000	$ 1,100,000	$ 6,450,000
22								
23							-	-
24	Total	$ 5,350,000	$ -	$ 4,900,000	$ -	$ 3,850,000	$ 8,750,000	$ 14,100,000

25 *** UI College of Agricultural and Life Sciences, Central Reserves

LEWIS-CLARK STATE COLLEGE

SUBJECT
Approval of food services contract with Sodexo

REFERENCE
This is a new contract, which continues a business relationship with Sodexo to provide food services (resident dining, catering, retail, and concessions).

APPLICABLE STATUTE, RULE, OR POLICY
Idaho State Board of Education Governing Policies & Procedures, Section V.I.3a

BACKGROUND/DISCUSSION
Lewis-Clark State College (LCSC) food services operations have been outsourced to Sodexo for many years with the most recent contract awarded in 2020. The college opted to issue an RFP rather than exercise its option to renew. The college hosted three offerors, including Sodexo, for an on-campus visit and, in the end, received and evaluated two proposals. After a subsequent question-and-answer session with each offeror, a committee comprised of key constituents scored Sodexo's proposal higher than the other. On April 26, 2023, the offerors were notified of the outcome. The proposed contract begins July 1, 2023 and continues through June 30, 2026, with an option to renew for seven (7) additional years for a total potential term of ten (10) years.

IMPACT
Approval of the contract is projected to generate $531,000 in funding for capital investment, facility enhancement, and equipment/maintenance plus $21,000 in in-kind catering in the first three years. In addition, commissions on retail food sales (e.g., coffee shops), catering, meal plans, and concessions are projected to generate approximately $60,000 in the first three years based on historical statistics.

The expected total revenue if all seven renewals are exercised is projected to be $2,000,000 (capital investments, facility enhancements, and equipment) plus $70,000 in in-kind catering. Commissions for the full ten-year contract are forecasted to be $646,575.

ATTACHMENTS
Attachment 1 – Proposed Contract
Attachment 2 – RFP

BOARD STAFF COMMENTS AND RECOMMENDATIONS
Staff recommends approval.

BOARD ACTION

I move to approve the request by Lewis-Clark State College to enter into a contract for up to 10 years (three-year contract with seven optional renewals) for campus food services with Sodexo with an estimated revenue impact of $2,716,575 if the full ten-year contract is exercised.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

MANAGEMENT AGREEMENT

This Management Agreement ("Agreement"), is entered into as of this May 9, 2023, by and between LEWIS-CLARK STATE COLLEGE, an educational institution ("Client"), and SODEXO AMERICA, LLC, a Delaware limited liability company ("Sodexo"). Sodexo and Client shall be known individually as a "Party" and collectively as the "Parties." The Parties agree as follows:

ARTICLE I
PURPOSE OF THIS AGREEMENT

1.1 Purpose of Agreement. This Agreement sets forth the terms and conditions upon which Client provides Sodexo the exclusive right to manage and operate the Services for Client's students, faculty, staff, employees, visitors and guests at the Premises.

1.2 Independent Sodexo. Sodexo shall be an independent contractor and shall retain control over its employees and agents. Nothing in this Agreement shall be deemed to create a partnership, agency, joint venture or landlord-tenant relationship.

1.3 Previous Agreements. Client and Sodexo entered into an agreement dated July 23, 2020, and subsequent amendments (collectively, the "Previous Agreement"), concerning the scope of Services to be provided by Sodexo as set forth in Section 1.1 herein. This Agreement supersedes the Previous Agreement and any and all other previous agreements relating to the subject matter as specified in Section 1.1 herein. Notwithstanding the foregoing, any invoiced and unpaid amounts due to Sodexo under the Previous Agreement shall remain due and payable.

ARTICLE II
DEFINITIONS

2.1 Accounting Period. A period of a calendar month, twelve (12) of which shall constitute an accounting year.

2.2 Catering. Food and beverage service for meetings, conferences, dinners, parties and other functions requested by Client or a third party.

2.3 Charge. A fee established by Sodexo for goods or services provided by Sodexo.

2.4 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 Service.

2.5 Food Service. The preparation, service and sale of food, beverages, goods, merchandise and other items at the Premises as hereinafter set forth. Food Service shall include the following: Resident Dining Program, Retail Program, Catering, Concessions, Conference Meals as hereinafter described.

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

2.7 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 six tenths percent (.6%) 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.

2.8 Net Sales. Gross Sales excluding sales tax and other applicable taxes.

2.9 Premises. Client's Services facilities located at 500 8th Avenue, Lewiston, Idaho 83501.

2.10 Services. Food Service as further defined in this Agreement.

2.11 Smallwares. Dishware, glassware, flatware, utensils and similar items used in the Food Service.

2.13 Dining Area. Any area throughout the entire first floor of the Student Union Building/Center for Student Leadership, as well as all adjacent outdoor spaces where food or beverage is served or consumed.

ARTICLE III
TERM AND TERMINATION

3.1 Term. The term of this Agreement is three (3) years("Initial Term"), commencing on July 01, 2023 ("Commencement Date") and continuing through June 30, 2026, and shall have the option to renew for seven (7) one (1) year periods and shall continue thereafter until terminated by either Party as hereinafter provided.

Client and Sodexo agree to participate in Expectations Sessions throughout the term of this Agreement with a minimum of one (1) per contract year.

3.2 Termination for Cause.

A. If either Party breaches a material provision hereof ("Cause"), the non-breaching Party shall give the other Party 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, the Party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either Party at law or in equity.

B. In addition to all other rights set forth herein, either Party may terminate this Agreement, without prior notice, should any of the following events occur:

1. The filing of a petition pursuant to which an adjudication of

bankruptcy is entered by either Party or the parent corporation of either Party; or the entry of an order, judgment or decree by a court of competent jurisdiction, on the application of a creditor, adjudicating either Party or the parent corporation of either Party as insolvent or approving a petition seeking reorganization or appointing a receiver or an assignee for benefit of creditors, trustee or liquidator; or

2. The consent to an involuntary petition in bankruptcy or the failure to vacate, within sixty (60) days from the date of entry thereof, any order approving an involuntary petition by either Party or the parent corporation of either Party.

3.3 Termination without Cause. Either Party may terminate this Agreement, in whole or in part, at any time, without Cause, upon no less than sixty (60) days' prior written notice to the other Party.

3.4 Effect of Termination. Commencing with the date notice of termination is issued by either Party and continuing through Sodexo's final day of operations, the following provisions shall apply:

A. All outstanding amounts shall immediately become due and payable.

B. Client shall pay Sodexo in full each week for Services performed during the prior week. Such payments shall be made no later than Friday of the week succeeding the week in which the Services are provided. In the event Client fails to timely make any payment required herein, Sodexo may immediately cease providing the Services.

C. In the event this Agreement is terminated or expires, Sodexo shall not be responsible for the provision of Services scheduled to occur after the termination or expiration of this Agreement. Client shall fulfill, or shall cause the successor contractor to fulfill, Sodexo's obligations under any contracts with a third party for Catering and for services engaged by Sodexo related to the provision of Catering after the termination or expiration of this Agreement. Client shall indemnify, to the extent permitted by Idaho law, Sodexo from any liability relating to Catering scheduled after Sodexo's final day of operation under this Agreement.

ARTICLE IV
SERVICES TO BE PERFORMED

4.1 Services. Sodexo shall provide the Services for Client as hereinafter set forth.

4.2 Resident Dining Program. The following meal plans selected by Client shall be available to resident dining, commuter and faculty/staff patrons:

Resident Dining Plans:

Meal Plan 1 19 Meals + $125 Flex
Meal Plan 2 12 Meals + $200 Flex
Meal Plan 3 9 Meals + $225 Flex

Students living in Clark Hall, Talkington Hall, the Education houses and

Clearwater Hall are required to purchase a meal plan. Freshmen or other first time Client students living in College Place for the 2023-2024 Academic Year will also be required to purchase a meal plan. Starting in 2024-2025 Academic Year, all College Place residents will be required to purchase a meal plan. Students living in Parrish Hall or any other campus residences location may purchase resident meal plans as well.

Commuter Meal Plans:

Warrior Block 60 meal swipes
Red Block 25 meal swipes
Blue Block 10 meal swipes

Students living off-campus, or any faculty or staff member, can purchase commuter meal plans to get great meals at The Marketplace for Breakfast, Brunch, Lunch, or Dinner

Unused Flex shall roll over from the Fall semester to the Spring semester, provided that the meal plan participant purchases a meal plan for the Spring semester. Any unused Flex remaining at the end of the spring semester shall be forfeited and shall be for Sodexo's account.

Client grants Sodexo the exclusive right to provide Client with meals related to meal plans, debit card points, and flex points for Client to resell to its students, faculty and staff at a specified rate per meal or daily rate.

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

1. Sodexo may limit resident dining patrons to one (1) portion of each food item and two (2) beverages the first time through the serving line. Resident dining patrons who do not exit the dining area may return to the serving line or other designated areas for seconds. Alternative Dining Areas may be designated upon agreement with both parties for special occasions.

2. All food obtained by resident dining patrons from the serving line must be consumed within the Dining Areas as defined in 2.13

B. Serving Style. Except for variations agreed to by both Parties, all resident dining meals shall be served cafeteria-style. Sodexo encourages occasional variations from this style, provided that planning and implementation of variations are coordinated with Sodexo in advance.

C. Menus and Prices. Sodexo shall recommend prices to be charged for food and beverages served in the resident dining facilities, and shall prepare menus and establish quantities and portions to be served. Sodexo shall notify client a minimum of fourteen (14) days in advance of menu price changes and coordinate with Client to communicate to campus. Signage shall be updated to reflect changes in prices prior to the date of the menu price change.

D. Special Diets. Sodexo shall supply any medically required special diets for resident dining patrons when prescribed and approved in writing by a qualified medical provider and upon recommendation of the Client Accessibility Services Sodexo will accommodate at no additional charge special dietary restrictions associated with resident dining patrons' religious practices.

E. Client and Sodexo shall meet periodically to review service solutions for resident dining students and work together to solution for groups, specifically the Schweitzer Career Tech Center

4.3 Retail Program. Sodexo shall provide retail products at the Premises and at such other locations as Client and Sodexo shall agree.

A. Retail and Concession Prices. The initial prices charged by Sodexo for food and other products served by Sodexo in the retail and concessions 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. No less than annually, and no more than once per quarter in the fiscal year, Sodexo shall adjust pricing to reflect the increase in the CPI-Food away from Home.

B. Catering Functions. Prices for Catering functions, including but not limited to Client or third party functions, shall be established by mutual agreement of the Parties. Sodexo shall be responsible for collection of amounts due for Catering functions. Sodexo shall prepare and submit invoices to individuals or groups served by Sodexo at Catering functions, which invoices shall provide for payment to Sodexo.

C. Exclusive Rights and Exceptions. Sodexo will have exclusive rights to cater events on the Client's campus in Lewiston, except at the P1FCU Activity Center, the President's Residence and the Center for Arts & History. Additional exceptions to this exclusivity are:

a. Food/snacks/beverages for regular meetings of Associated Students of Lewis-Clark State College (ASLCSC), Residence Life and recognized student organizations where the public is not invited. Sodexo is encouraged to offer a low-cost service that may meet this need and keep this business (and good will) on campus. The exclusion only applies to catering valued under $100 as priced by the current catering menu.

b. Birthday cakes/goodies/snacks provided by college faculty or staff members for other faculty or staff members in their office area.

c. Refreshments and food sold at annual events, i.e., Art under the Elms, Dogwood Festival, ASLCSC Christmas Craft Fair, NAIA World Series, held on campus.

d. Groups will comply with Health Department regulations as well as Fire Code.

e. Special order cakes (wedding, anniversary, birthday, etc.) for receptions where Sodexo is providing other services (punch, etc.). If Sodexo is proposing a significant baking option, this exception may be waived upon proven ability to produce a quality product.

f. Brown bag lunches brought into meetings by individuals, not a sponsoring group.

g. Instructional program events in which food is prepared and served by program students as a requirement for an instructional course. The instructional course will not compete for campus catering business and may not sell food, whether prepared or not prepared, or provide catering services to the campus community. Exceptions to this policy must be approved by the Vice President for Student Affairs in coordination with Sodexo.

h. Campus entities operating under these exemptions assume responsibility for compliance with applicable regulations and codes.

i. Sodexo may determine the process for documenting these exemptions in collaboration with client.

ARTICLE V
EMPLOYEES

5.1 Sodexo Employees. Sodexo shall recruit, hire, train, supervise, direct, and, if necessary, discipline, transfer and discharge management and non-management employees working in the Services. All personnel employed by Sodexo shall at all times and for all purposes be solely in the employment of Sodexo. Sodexo shall provide management employees to supervise all Food Service employees. Uniforms provided by Sodexo to its employees will display the Client's official logo in a manner agreed upon by Sodexo and the Client. Sodexo employees will be required to wear this uniform during all campus catered events, in concessions, and in all retail locations. Sodexo employees must purchase parking passes if they opt to park on college property.

5.2 Sodexo Non-management Employees. All non-management Food Service employees shall be Sodexo employees and shall be compensated directly by Sodexo. Sodexo shall consider Client's employee policies and practices when establishing policies and practices for Sodexo employees.

5.3 Personnel Obligations. Sodexo shall be solely responsible for all personnel actions and claims arising out of injuries occurring on the job regarding employees on its payroll. Sodexo shall withhold all applicable federal, state and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation, and shall file all required documents and forms.

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

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

In addition, Sodexo affirms that it is an affirmative action employer. With respect to this Section 5.5, Sodexo shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, Executive Order 11246; Rehabilitation Act of 1973; Vietnam Era Veterans Readjustment Assistance Act of 1974; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

ARTICLE VI
PREMISES, SANITATION, EQUIPMENT, MAINTENANCE AND INVENTORIES

6.1 Client's Facility Obligations. Client shall be responsible to provide Premises and equipment for the Services, including but not limited to, kitchen equipment, furnished office space, fire extinguishing equipment, and a safe or other secured location for the temporary holding of funds. Client shall also be responsible to provide at the Premises: electricity, gas, water and other utilities, ventilation, security service, telephone service (including installation), broadband internet access, pest extermination and control, window cleaning (including power washing as necessary and in conjunction with window cleaning scheduled for the Student Union Building/Center for Student Leadership), new equipment (excluding Vending equipment), replacement of inoperable or worn equipment (excluding Vending equipment), maintenance and repairs, refuse removal, painting and decorating. In compliance with Client IT policy, protocols and standards, Client will provide standard network connectivity necessary to operate time and attendance applications. Client shall also be responsible for payment of real and personal property taxes on all Client's property. Sodexo shall be responsible for telephone local and long distance telephone billings.

6.2 Condition of Premises and Equipment. The Premises and equipment provided by Client for use in the Services operation shall be in working condition and maintained by Client 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 Client and shall be at the Client's expense. Client agrees to indemnify Sodexo, to the extent permitted by Idaho law, against any liability or assessment, including related interest and penalties, arising from Client's breach of the aforementioned obligations, and Client 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.

6.3 Sanitation. Client shall be responsible for any costs involved in setting up and cleaning the Premises for functions not managed by Sodexo. 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:

A. Food Preparation, Storage and Serving Areas. Sodexo shall be responsible for housekeeping and sanitation in food preparation, food cooking, storage, concessions, ancillary food services locations where Sodexo is the food service provider or caterer, and serving areas, including equipment in such areas. This includes giving immediate attention to food and liquid spills, and other messes, in all aforementioned areas. Sodexo shall promptly notify client of major spills/messes that may require a deeper cleaning or cause damage to facilities. Client shall clean walls above shoulder height, ceilings, ceiling fixtures, air ducts and hood vent systems (per local ordinance).

B. Customer Dining and Traffic Areas. Sodexo shall clean the tops of tables and seats of chairs and wipe up spillage and breakage, immediately when it occurs in dining and serving areas during serving periods. Unless otherwise provided in this Section, Client shall be responsible for housekeeping and sanitation in customer traffic areas, at most daily, outside of serving periods, including, but not limited to, dining areas and floors in front of serving counters, which shall include annual floor maintenance of floors

C. Refuse. Sodexo shall transport refuse from all food service areas to designated collection areas. During high traffic periods, such as special events and weekends, and as needed, refuse receptacles shall be emptied when at capacity and as frequently as needed in order to prevent overflow.

D. All Sodexo employees will be required to adhere to the hygiene standards set forth in Sodexo's employee handbook while discharging their duties. This includes complying with related federal, state, and local standards related to food handling.

6.4 Equipment.

A. Food Service Equipment. Sodexo and Client have inventoried Client's Food Service equipment. Client and Sodexo shall execute a written inventory of all such equipment, which inventory shall be attached hereto as Exhibit B. Upon termination of this Agreement, Sodexo shall surrender such inventory of equipment to Client. Client will perform scheduled equipment maintenance and report any required services for Sodexo to incorporate into their Daily Use Maintenance. Sodexo is responsible for adequately training staff on the daily use and maintenance of equipment and is responsible for equipment repairs or replacement resulting from Sodexo employee negligence and or inadequate training.

B. Capital Equipment. Except for Sodexo's Investment set forth in Section

7.7, Client shall provide capital equipment as required for the Services. In the event Client requests Sodexo to purchase equipment on Client's behalf for Client's facility, any equipment purchases made pursuant to this Section shall be billed at the price quoted by Sodexo and paid by Client separate from the financial arrangement detailed in Article VII.

C. Equipment Failure. If Client's dish machine equipment becomes inoperative, requiring substituted use of disposables in lieu of reusable items, for reason’s other than Sodexo’s negligence, Client shall reimburse Sodexo for such disposables, at Invoiced Amount, which shall be at cost replacement value of disposables, until such time as the dish machine equipment is again operative. If electrical or equipment failure causes loss of refrigerated or frozen products, Client shall reimburse Sodexo for such loss, based on Invoiced Amount, which shall be at cost replacement value of refrigerated or frozen products.

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

6.6 Daily Use Maintenance. Sodexo shall perform manufacturer’s recommended daily maintenance on equipment as directed by Client. Client shall provide Sodexo with written copies of the required daily maintenance. Sodexo shall clean all equipment daily or more frequently as needed.

6.7 Inventory of Smallwares and Expendable Equipment. Sodexo shall provide and own the inventory of Smallwares and Expendable Equipment. Upon termination or expiration of this Agreement, Client may purchase from Sodexo, or may cause the successor contractor to purchase from Sodexo, any remaining inventory at Invoiced Amount.

6.8 Inventories of Food, Beverages, Goods and Supplies. Sodexo shall purchase and own inventories of food, beverages, goods, merchandise and supplies. Upon termination or expiration of this Agreement, Client shall purchase from Sodexo, or shall cause the successor contractor to purchase from Sodexo, any remaining inventory at Invoiced Amount. Any inventory purchases and/or transfers from Client shall be (i) at the sole discretion of Sodexo, (ii) only of merchandise that is useable and reasonably necessary for the provision of the Food Service, and (iii) only of merchandise that is free of contamination and disease.

6.9 Vehicle. Sodexo shall provide a vehicle for use in the Food Service. Sodexo shall be responsible for the vehicle's gas, oil, maintenance, and repair, and automobile liability insurance. Sodexo must purchase a parking pass for any and all Sodexo vehicles that will be parked on Client’s property.

6.10 Meal Program Identification System. Client shall be responsible for all costs related to the student id card system, including hardware, software, and on-going supplies.

Sodexo shall be responsible for providing POS equipment and software at primary serving locations (Marketplace, Jitterz, Doks, athletics, etc.) and paying the associated annual software maintenance fee to connect to Client’s student id card system as well as any food service-related software for patrons.

ARTICLE VII
FINANCIAL ARRANGEMENTS

7.1 Unit Fund. Sodexo shall provide and own a reasonable amount as a petty cash fund. Any amounts remaining in such fund upon termination or expiration of this Agreement shall be retained by Sodexo.

7.2 Dining Program.

A. Resident Dining Rates. The following resident dining daily rates shall be in effect for the 2023-2024 academic year:

Meal Plan 1 (19 meals per week plus $125 flex per semester)	$17.00
Meal Plan 2 (12 Meals per week plus $200 flex per semester)	$15.00
Meal Plan 3 (9 Meals per week plus $225 flex per semester)	$12.75

1. Rates for the above Meal Plans are based on a required minimum of two hundred twenty-three (223) meal plan days for each academic year, and a required minimum average number of meal plan participants of three hundred (321 for each academic year Meal plan days will commence and terminate on a schedule agreed upon by Sodexo and Client. Meal plans will be tallied by Day 10 of the Fall and Spring terms. Students who are excused from having a meal plan due to Sodexo's inability to accommodate specific religious or medical needs will not be counted and, thus, the required minimum average will be lowered by the number of students who could not be accommodated.

Client shall be invoiced for the actual number of Meal Plan participants or the required minimum average number of meal plan participants, whichever is greater, based on the required minimum number of meal plan days. If the actual number of Meal Plan participants is less than the required minimum average, Client shall be invoiced at the Meal Plan 2 rate.

B. Commuter Faculty/Staff Dining Rates. The following dining rates shall be in effect for the 2023-2024 academic year:

Warrior Block	60 meal swipes	$380.00
Red Block	25 meal swipes	$175.00
Blue Block	10 meal swipes	$75.00

C. Partial Service Days. Charges for partial service days at the beginning or end of an academic term or vacation period shall be based on a fraction of the applicable resident dining rate as follows:

Breakfast:	1/2 of rate
Breakfast & Lunch:	2/3 of rate
Lunch & Dinner:	3/4 of rate
Dinner:	2/3 of rate
Brunch:	2/3 of rate

D. Guest Meals In Resident Dining Facilities. Prices for guest meals purchased in the resident dining facility, All You Care to Eat format, shall be as follows:

Breakfast $9.50

Lunch $10.50
Dinner $12.50

E. Unscheduled Service Charges. For services not included in the resident dining rate, such as service on Freshmen Days, between semesters, commencement and the summer session, Sodexo shall provide Food Service at mutually agreed upon times and rates.

F. Preseason Meals. Preseason meals shall be charged to Client at the following rates:

	Summer 2023	Summer 2024
Breakfast	$ 9.19	$ 9.83
Lunch	$ 9.75	$ 10.43
Dinner	$ 10.37	$ 11.10
	$ 29.31	$ 31.36
Minimum 25 paying individuals, including athletes or other students in aggregate		

G. Summer Camp/Conference Rates. For Client-sponsored and third-party summer camps and conferences, Sodexo shall provide Food Service at the following rates:

# of Participants	Daily Rate
Below 35	To be Negotiated
35-50	39.56
51-75	39.27
76-100	38.51
101-150	37.21
151 and above	35.65

7.3 Retail Program.

A. Cash Collection. Sodexo 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 Sodexo's account.

B. Percentage Commission. Sodexo shall pay Client a commission as follows:

Resident Dining Guest Meal Sales	8% of Net Sales
Coffee Shop Sales	8 % of Net Sales
Retail Food Sales	8 % of Net Sales
Concession Sales	25% of Net Sales (to be paid by April 30 of each year)

Catered Functions, Third Party Conferences and Client Sponsored Conferences shall be 8% of Net Sales with a minimum guarantee of Thirty Thousand Dollars ($30,000) per year.

C. The following commissions will be paid to volunteer service groups that have an executed agreement between Sodexo and the group:

For baseball – 10% of total sales or $50, whichever is higher
For all other concessions – 10% of sales or $75, whichever is higher

1. Sodexo shall prepare a statement of sales and the commission for each Accounting Period and shall submit such statement with any payment due to Client for such Accounting Period.

2. Sodexo shall pay the commissions set forth in Section 7.3.B due to Client at the appropriate settlement time; however Sodexo shall first offset against such commission any past due amounts owed by Client to Sodexo, including interest charges.

7.4 Invoicing Procedures.

A. Resident Dining Billing. Sodexo shall submit invoices to Client at the end of each [week][Accounting Period], for the resident dining program based on the number of meal plan participants for the period. Sodexo shall submit all other billings to Client as incurred. Payment shall be due within thirty (30) days after date of invoice.

B. At the end of each week, Sodexo shall invoice Client for all Catering functions and any other non-resident dining program meals and services provided during such period. Payment shall be due within thirty (30) days after date of invoice.

C. Client agrees that all third party Catering events shall be administered in accordance with Sodexo's policies for payment and collection. If Client requests that Sodexo deviate from such policies, Client shall be liable to Sodexo for any outstanding receivables related thereto. Client shall pay any such outstanding amounts within thirty (30) days after date of invoice.

D. All payments shall be made as directed by Sodexo. Client pay interest on any unpaid amount not paid when due at the lesser of one and one-half percent (1.5%) per month or the highest interest rate allowed by applicable state law. Upon termination of this Agreement, all outstanding amounts, including all accrued and unpaid interest, shall become immediately due and payable.

E. Sodexo shall have the right to apply all payments made by Client under this Agreement as Sodexo deems appropriate.

Sixty (60) days immediately after the date of invoice, all amounts invoiced shall be considered final and each Party waives its right to contest said invoice and the Services covered by any such invoice.

7.5 Right of Offset. At any time when Client is past due on any payment obligations to Sodexo, Sodexo shall have the right to offset all or any portion of such outstanding receivables or any other sums due Sodexo from Client, from any amounts owed by Sodexo to Client.

7.6 Statements and Records. Sodexo shall submit operating statements for Client for each Accounting Period and shall maintain books and records in accordance with generally accepted accounting principles.

7.7 Investments.

A. Investment 1. Commencing on or about July 1, 2023, Sodexo shall work with the college to identify and prioritize renovation projects in the Food Service operation in an amount not to exceed One Million Three Hundred Fifty Thousand Dollars ($1,350,000.00) ("Investment"). Such amount shall include a Charge for the services of Sodexo's Design and Development Department not to exceed three percent (3%) of the Investment. Such amount shall include a Charge for the services of Sodexo's Furniture, Fixtures and Equipment department not to exceed ten percent (10%) of the Investment. The Food Service operation may include coffee shops, concessions, dining areas, the kitchen, or food service areas based on priorities identified by the Client. Sodexo shall amortize Investment 1 on a straight-line basis over ten (10) years commencing with the date the renovation commences. Client shall own the Investment 1, excluding proprietary equipment and signage utilized in the Food Service operation.

If prior to the complete amortization of the Investment 1 any of the following events occur:

(i) this Agreement expires or is terminated in whole or in part;
(ii) this Agreement is amended and such modification has an adverse economic impact on Sodexo; or
(iii) Sodexo's procurement programs are no longer utilized for the purchase of goods in connection with the Services provided under this Agreement;

then Client shall reimburse Sodexo, on the expiration date, or within thirty (30) days after receipt by either Party of any notice of termination under this Agreement or within thirty (30) days after the occurrence of (ii) or (iii) above, the unamortized portion. Client agrees to de-identify and, if applicable, remove any proprietary elements of the Investment as directed by Sodexo. Client shall, within five (5) days after Sodexo's request, execute a U.C.C. financing statement and Sodexo may put the same of record to secure its lien on the unamortized portion of the Investment 1.

B. Investment 2. Commencing on or about July 1, 2027, Sodexo shall work with the college to identify and prioritize renovation projects in the Food Service operation as described in Section 7.7A in an amount not to exceed Three Hundred Thousand Dollars ($300,000.00) ("Investment"). Sodexo shall amortize Investment 2 on a straight-line basis over six (6) years, commencing with the date the renovation commences. Client shall own the Investment 2, excluding proprietary equipment and signage utilized in the Food Service operation.

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

(i) this Agreement expires or is terminated in whole or in part;
(ii)this Agreement is amended and such modification has an adverse economic impact on Sodexo; or
(iii)Sodexo's procurement programs are no longer utilized for the purchase of goods in connection with the Services provided under this Agreement;

then Client shall reimburse Sodexo, on the expiration date, or within thirty (30) days after receipt by either Party of any notice of termination under this Agreement or within thirty (30) days after the occurrence of (ii) or (iii) above, the unamortized portion. Client agrees to de-identify and, if applicable, remove any proprietary elements of the Investment as directed by Sodexo. Client shall, within five (5) days after Sodexo's request, execute a U.C.C. financing statement and Sodexo may put the same of record to secure its lien on the unamortized portion of the Investment 2.

7.8 Facility Enhancement Fund. Commencing September 1, 2023, Sodexo shall establish and maintain an Annual Facility Enhancement Fund of an amount not to exceed Twenty five Thousand Dollars ($25,000.00) per year ("Enhancement Fund"). Funds shall be used for the enhancement of the Food Service operation based on the priorities of the client, and shall be paid to Client September 1 of each year that this Agreement is in effect ("Installment"), commencing September 1 and continuing through August 31st of the following year. The first installment shall be made available September 1, 2023. Sodexo shall amortize each Installment over fifty two (52) weeks commencing with the date the Installment is provided to the Client. Upon termination or expiration of this Agreement, Sodexo shall have no further obligations to provide any remaining Installments under this provision and this provision shall be null and void.

7.9 Equipment and Maintenance Fund. Commencing July 1, 2023, Sodexo shall establish and maintain an Annual Equipment Repair and Replacement Fund of up to Ten Thousand Dollars ($10,000.00) per year to be used towards the purchase of new and/or repair and replacement of equipment as mutually agreed upon by the parties. Unused portion will be rolled over and added to next year's installment. Upon termination or expiration of this Agreement, any unused funds in the account at that time shall belong to Sodexo.

7.10 Warrior Athletics In-Kind Catering. On an annual basis Sodexo shall provide catering services for Warrior Athletics for special events, pre-post game travel meals or in support of LCSC refueling efforts, at Sodexo's expense in an amount not to Exceed Five Thousand Dollars ($5,000.00).

7.11 Administration Meal Plans. Sodexo shall provide to Client, at its expense, four (4) Two Hundred Fifty Dollar declining balance cards per semester. The retail value of the foregoing is Two Thousand Dollars ($2,000.00).

ARTICLE VIII
FINANCIAL ADJUSTMENTS

8.1 Change in Conditions and/or Service Requirements.

A. Conditions. The financial terms set forth in this Agreement and other obligations assumed by Sodexo hereunder are based on conditions in existence on the date Sodexo commences operations, including by way of example, assumptions listed under Subsection C; utilization of Sodexo's procurement program; Client's student population; labor; food and supply costs and Charges; applicable taxes; applicable laws; the scope of Services; Client's policies and practices. In addition, Sodexo has relied on representations regarding existing and future conditions made by Client 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 Client, the financial terms and other obligations assumed by Sodexo hereunder shall be renegotiated on a mutually agreeable basis to reflect such change or inaccuracy.

B. Service Requirements. If Client (i) requires expansion of or reduction in the scope of Services, (ii) changes the use of Sodexo'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 Sodexo, Sodexo'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.

8.2 Adjustments.

A. The financial arrangement set forth in this Agreement shall be adjusted to reflect additional costs incurred by Sodexo (i) in connection with the implementation of legislation or other legal requirements, including, but not limited to, the Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act of 2010, which comprise the health care reform of 2010, or other health care rules and regulations, or any modifications thereto or (ii) increases in benefit costs paid by Sodexo on behalf of covered employees. The adjustment to the financial arrangement shall be effective from the date the events of (i) and/or (ii) occur.

B. Commencing on July 01, 2023, and annually thereafter, the meal plan rates and other meal rate(s) shall be increased by the greater of three percent (3) or the percentage increase in the Consumer Price Index - Food Away From Home, averaged for the prior twelve (12) month period.

ARTICLE IX
GENERAL TERMS AND CONDITIONS

9.1 Taxes

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

B. If additional sales or use or any other transaction related taxes are assessed against the Services operation, Client shall reimburse Sodexo for such assessment and any interest and penalties related to such assessment upon receipt of an invoice from Sodexo; except that Client shall not be responsible for any assessment attributable to Sodexo's negligent failure to timely submit any known tax filing or report. Sodexo shall be responsible for its city, state or federal income taxes including any tax burdens or benefits arising from its operations hereunder. This provision shall survive termination of this Agreement.

9.2 Compliance with Law.

A. Each Party shall comply with all applicable laws, ordinances, rules and regulations relating to Services sanitation, safety and health and, as applicable to a Party, obtain and maintain required licenses and permits as necessary. Each Party shall cooperate with the other to accomplish the foregoing.

B. Client shall provide, at its expense, a network connection 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. Sodexo is responsible for ensuring their POS system has secure and encrypted communication and complies with PCI/DSS standards. Sodexo will provide a POS system to include card readers for all retail food service and concession locations. Client shall provide Sodexo with a suitable environment to include such heat, air conditioning, and utility service as may be reasonably required for the operation of Sodexo's POS equipment. Sodexo will obtain, store, utilize, process and transmit data processed through Sodexo POS Equipment in accordance with all applicable laws and current Payment Card Industry Data Security Standards ("PCI Standards"). Sodexo shall pay for the yearly externally-hosted software system and all license fees ("POS License Fee") of this system based on the number of POS stations and licenses required for Food Service Operations. Sodexo is also responsible for providing all POS sales machines and registers. Sodexo will provide and maintain POS equipment and software, that will seamlessly integrate with Client's one-card system, to support all Sodexo operations. Sodexo will implement, where technologically feasible, currently available Point-to-Point Encryption (P2PE) technologies. Client agrees to allow Sodexo and its internal auditors to access the Client'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 Sodexo's acquiring bank.

9.3 Insurance. The Parties shall maintain insurance as follows:

A. Workers' Compensation Insurance. Each Party shall maintain workers' compensation coverage as required by state law and Sodexo shall also maintain Employers' Liability in the amount of One Million Dollars ($1,000,000.00) each accident covering all of its employees.

B. Commercial General Liability Insurance. Sodexo shall maintain during the term of this Agreement, Commercial General Liability Insurance with a limit of not less than Five Million Dollars ($5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability, covering only the operations and activities of Sodexo under this Agreement and, upon request, shall provide Client with a certificate evidencing such policies. The insurance policies shall contain a provision whereby the insurer(s) shall provide notice of cancellation in accordance with the provisions of the policy. Client shall be named as an additional insured under Sodexo's policies of insurance defined in this Section 9.3.B to the extent Client is indemnified pursuant to Section 9.4. Such additional insured status may be granted by blanket additional insured provision.

C. Property Insurance. Client shall maintain, or cause to be maintained, a system of coverage (either through purchased insurance, self-insurance, or a combination thereof) to keep the buildings, including the Premises, all property contained therein and Client's other property insured against loss or damage by fire, explosion or other cause normally covered by special causes of loss form and builders risk property insurance policies.

9.4 Liability and Indemnity.

A. Employment Claims. Each Party hereto shall be solely responsible for all claims asserted against them by or on behalf of the employees on its respective payroll, including employment and personnel actions (such as wrongful termination, discrimination, etc.) and claims arising out of injuries occurring on the job.

B. Property Damage Claims. With respect to claims for damage to the property of the Parties, for which the Parties maintain a system of coverage on their respective property[, and based on the representations contained in Section 9.3 above,] 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.

C. Consequential Damages. In no event shall either Party be liable to the other 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.

D. Other Claims for Personal Injury or Property Damage. With respect to claims for personal injury not covered by sub-Section A and claims for damage to property not covered by sub-Section B, Sodexo and Client, to the extent Client is permitted to do so by Idaho law, shall defend, indemnify and hold each other harmless from and against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses, attorneys' fees and court costs, which may arise because of the sole negligence or willful misconduct of the indemnifying Party, its agents or employees in the performance of its obligations under this Agreement.

E. This Section 9.4 shall survive termination of this Agreement.

9.5 Purchasing/Non-Sodexo Approved Vendors. Client acknowledges that Sodexo shall utilize its own supplier network for the provision of food, beverages, supplies and services in the performance of its obligations hereunder. Client understands that Sodexo has entered into agreements with many vendors and suppliers of products and services which (i) give Sodexo 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 Sodexo for or on behalf of Client. Client shall not require Sodexo to use products and/or services from non-Sodexo approved vendors. Sodexo will endeavor to partner with regional suppliers relative to the Client’s location.

9.6 Sodexo Trade Secrets and Proprietary Rights.

A. During the term of this Agreement, Sodexo may grant to Client a nonexclusive right to access certain proprietary materials of Sodexo, including menus, signage, Services survey forms, software (both owned by and licensed to Sodexo), and similar items regularly used in Sodexo’s business operations (“Proprietary Materials”). In addition, Client may have access to certain non-public information of Sodexo, including, but not limited to, recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, surveys and studies, and similar compilations regularly used in Sodexo's business operations ("Trade Secrets"). Trade Secrets shall not include (i) any information which at the time of disclosure or discovery or thereafter is generally available to and known by the public or the relevant industry (other than as a result of a disclosure directly or indirectly by Client), or (ii) any information which was available to Client on a non-confidential basis from a source other than Sodexo, 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 Sodexo.

B. Except as required by Idaho's Public Records Act, Idaho Code Title 74, Chapter 1, Client shall not disseminate any Proprietary Materials or disclose any of Sodexo's Trade Secrets, directly or indirectly, during or after the term of this Agreement. Sodexo shall be responsible for identifying in advance any information it provides to Client which it believes is exempt from disclosure as a trade secret under Idaho Code § 74-107(1). Client shall not photocopy or otherwise duplicate any such material without the prior written consent of Sodexo. All Trade Secrets and Proprietary Materials, including signage, service marks and trademarks, shall remain the exclusive property of Sodexo and shall be returned to Sodexo immediately upon termination or expiration of this Agreement.

C. Without limiting the foregoing, Client 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 Sodexo and not Client. Furthermore, Client's access or use of such software shall not create any right, title, interest, or copyright in such software, and Client shall not retain such software beyond the termination of this Agreement. Data processed by the software shall remain the property of Sodexo; however, at Client's request, upon termination or expiration of this Agreement Sodexo shall provide Client with a copy of the data processed by such software in a format to be mutually agreed upon by the Parties.

D. The provisions set forth in this Section 9.6 shall survive termination or expiration of this Agreement. In the event of any breach of the provisions set forth herein, Sodexo shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available.

9.7 Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party, except that either Party may, without prior approval and without being released from any of its responsibilities hereunder, assign this Agreement to any affiliate or wholly-owned subsidiary of such Party.

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

To Client: Lewis-Clark State College
Attention:
Dr. Julie Crea
Vice President for Finance and Administration

and: Dr. Andrew Hanson
Sr. Vice President/Vice President for Student Affairs
500 8th Avenue
Lewiston, Idaho 83501

To Sodexo: Sodexo America, LLC
Attention: Jim Fjelstul
COO, Universities North America, West
706 River Down Road
Georgetown, Texas 78628

and: Sodexo America, LLC
Attention: Law Department
9801 Washingtonian Boulevard
Gaithersburg, Maryland 20878
Email: SodexoLawDept.USA@sodexo.com

and/or to such other persons or places as either of the Parties may hereafter designate in writing. With respect to any written notice or communication transmitted by Client to Sodexo's Law Department in accordance with this Section 9.8, Client may, as an additional notification, use the email address set forth herein. Email notification shall not be used as an alternative to written notice served personally, delivered by courier or a nationally recognized overnight delivery service, or sent by United States certified mail, postage prepaid with return receipt requested. All such notices shall be effective when received or refused, except in the case of overnight delivery by a nationally recognized delivery service in which case notice shall be effective the day after deposit with the delivery service.

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

Email: AccountsReceivable.NorAm@Sodexo.com
Phone: 1-866-372-3160
Fax: 716-568-8408
Website: https://us.sodexo.com/contact.html

9.9 Catastrophe. Neither Sodexo nor Client shall be liable for failure to perform its respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strike, epidemic or pandemic, quarantine restrictions, 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, Sodexo 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 Sodexo's employees are not jeopardized. Client shall reimburse Sodexo for any Client-approved additional costs, Charges, and expenses incurred by Sodexo in providing the Services, or modified Services, for the duration of the catastrophe, in accordance with the terms of this Agreement.

9.10 Construction and Effect. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation.

9.11 Recovery Fees. In the event that any action is taken by either Party to enforce any term, covenant or condition of this Agreement, the prevailing Party (or in the case of failure to make payment when due, the initiating Party) shall be entitled to recover reasonable attorneys' fees, collection service expenses, court costs and related expenses.

9.12 Entire Agreement. This Agreement, including Client's Request for Proposal #23-002, dated February 7, 2023 ("RFP") and Sodexo's Proposal, dated March 17, 2023 ("Proposal"), collectively referred to as the "Contract Documents," contains all agreements of the Parties with respect to matters covered herein, superseding any prior agreements and all other contractual commitments and/or documentation. Any exhibits referred to herein are made a part of this Agreement by reference; however, in the event of a conflict between the terms of such exhibit or any other document incorporated herein and the terms of this Agreement, the terms of this Agreement shall govern unless an exhibit or other incorporated document expressly states that the exhibit or incorporated document (or a provision of the exhibit or incorporated document) supersedes the conflicting provision contained in this Agreement.

In the event of a conflict among the Contract Documents, the following order of precedence shall apply:

A. This Agreement and its Exhibits
B. Proposal
C. RFP

9.13 Amendments to Agreement. All provisions of this Agreement 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.

9.14 Waivers and Approvals. The waiver or approval by either Party of or under any term or condition of this Agreement at any time shall not be deemed a waiver or approval unless provided in writing by an authorized representative of the waiving or approving Party.

9.15 Severability. The determination by any court of competent jurisdiction that any provision of this Agreement or the application of any provision of this Agreement is invalid, illegal or unenforceable to any extent shall not affect the validity, legality and enforceability of the remaining provisions of this Agreement so long as the removal or unenforceability of such provision does not materially affect the economic or legal rights, interest or intentions of the Parties. If such removal or unenforceability does materially affect the economic or legal rights, interest or intentions of the Parties, then the Parties shall negotiate in good faith to amend this Agreement so as to maintain the original intent of the Parties as closely as possible. If the Parties are unable to reach agreement within sixty (60) days after the issue is first raised by either Party, then the affected Party (or either Party if both Parties are affected) may terminate this Agreement upon written notice to the other Party.

9.16 Authority. 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 Client and Sodexo in accordance with its terms.

9.17 Regulations and Access. Client may make reasonable regulations for use and occupancy of the Premises and shall give Sodexo written notice thereof. Client's authorized representatives shall have access to the Premises at all times. Client grants Sodexo approval to use in performance of its Services on the Premises all promotional, informational or marketing activities or materials, including the names, trademarks, logos and symbols of Sodexo in order to provide the customer the complete Sodexo Experience.

9.18 Dispute Resolution. If a dispute should arise between the Parties with respect to their obligations hereunder or the interpretation of this Agreement, prior to the commencement of any legal action, the Parties agree to meet and confer in good faith on all matters of common interest on all controversies, claims or disputes ("Dispute") which materially affect the performance of either Party under this Agreement. As soon as a Dispute is recognized by either Party, such Party shall communicate the substance of the Dispute to each Party's primary contact. Once a Dispute has been raised, the primary contacts shall make all reasonable efforts to reach a resolution within two (2) weeks after the Dispute has been identified. If the Dispute cannot be resolved between the Parties' respective primary contacts, then the Parties shall submit such matters to their respective executive management, who shall make all reasonable efforts to reach a resolution within thirty (30) days after the Dispute has been referred to them. The foregoing, however, shall not prevent or limit either Party's right to apply to a court of competent jurisdiction for a temporary restraining order, preliminary or permanent injunction, or other similar equitable relief.

9.19 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, without regard for that state's choice of law principles.

9.20

The remainder of this page has been left blank.

9.21 Electronic Signatures. 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.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date indicated in the first paragraph or the first day of the Term, whichever is sooner.

LEWIS-CLARK STATE COLLEGE

By: ___________________________
Dr. Julie Crea
Vice President for Finance and Administration

SODEXO AMERICA, LLC

By: ____________________________
Jim Fjelstul
COO, Universities North America, West

EXHIBIT A
<u>EXPECTATIONS SESSIONS</u>

<u>Expectations Sessions</u>
Expectations Sessions are **annual** meetings requiring the attendance of all key stakeholders who have an interest in the Services under this Agreement. Expectation Sessions shall be held regularly throughout the contract term with at least one per contract year. Quarterly meetings, at a minimum, shall be held to discuss progress on expectations. Sodexo and the Client shall determine meeting participation.

Objectives:
1. Sodexo shall share customer/Client satisfaction results, financial performance, successes and challenges from the previous year.
2. Client expectations from the previous session shall be reviewed and expectations moving forward shall be established.
3. Once Sodexo has identified the current Client expectations, Sodexo shall develop a proposed plan of initiatives, strategies and innovations for the upcoming year. This plan ensures that Sodexo is aligning its service delivery with the expectations of Client.

Participants:
The Parties shall mutually agree upon the participants for each Expectations Session.

EXHIBIT B

FOOD SERVICE EQUIPMENT INVENTORY

Exhibit C
Sodexo Proposal

Exhibit D
Request for Proposal

REQUEST FOR PROPOSAL

FOOD SERVICES
RFP 23-002
Issue Date: February 7th, 2023

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Amended 03/07/2023: See updates to RFP timeline dates on page 1 and 2; and updates to section 3.1.3 on page 9.

RFP ADMINISTRATIVE INFORMATION

Issued: **February 7th, 2023**

RFP Title:	Food Service
RFP Project Description:	Lewis-Clark State College (LCSC) seeks a long-term mutually beneficial food service relationship. LCSC is requesting proposals from qualified vendors to provide quality food and services for its students, faculty, staff, and guests.
RFP Lead:	Jessica Waddington, Purchasing Director Lewis-Clark State College 500 8th Ave Lewiston, ID 83501 JLwaddington@lcsc.edu Ph: 208-792-2431
Submitting Sealed Proposal: Submitting Manually: MANUAL PROPOSALS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY THE DIVISION OF PURCHASING PRIOR TO THE CLOSING DATE AND TIME. Submit electronically to LCSC via e-mail:	Jessica Waddington, Purchasing Director Lewis-Clark State College Administration Building rm. 104 500 8th Ave Lewiston, ID 83501 **Submit by: March 24th 2023 5:00 PM PT** JLwaddington@lcsc.edu
Pre-Proposal Virtual Conference Date/Time: Pre-Proposal Virtual Conference Location:	**February 13th 2023 8:30 AM Pacific Time** RFP Lead will provide you with virtual conference information upon registration. Attendance is optional, pre-registration is required.
On-Site Campus Visits:	**February 23rd & 24th, 2023** Attendance is optional, pre-registration is required.
Deadline to Receive Questions:	**March 3rd, 2023 5:00 PM PT**
Questions & Answers Posted:	**March 10th 2023 5:00 PM PT**
RFP Closing Date:	**March 24th 2023 5:00 PM PT**
Proposal Opening Date:	8:30 a.m. Pacific Time, the following business day after closing
Finalist Notification Date:	**March 31st 2023**

Oral Presentations or Demonstrations (finalists only):	**April 7th 2023**
Selection/Award Date:	**April 14th 2023 by 5:00 PM PT**
Initial Term of Contract and Renewals:	Three (3) years. Upon mutual, written agreement, the Contract may be renewed, extended or amended. The anticipated total Contract term is Ten (10) years.
LEWIS-CLARK STATE COLLEGE STANDARD CONTRACT TERMS AND CONDITIONS: HTTPS://WWW.LCSC.EDU/PURCHASING/VENDORS	

1 OVERVIEW

1.1 Purpose

Lewis-Clark State College (LCSC or the College) is requesting proposals from qualified vendors to provide quality food and services for its students, faculty, staff, and guests. LCSC seeks creative and innovative concepts at reasonable and competitive prices to attract and to retain customers. Food Services plays an important role at LCSC and the successful contractor should ensure the services properly represent the College's mission.

The contract will be for an initial term of three (3) years, commencing on July 1, 2023 with seven (7) one-year renewal options. The Offeror/Contractor will provide a full range of services, including a management structure that will encompass all personnel management, financial and accounting services, procurement activities, and all other operational and delivery systems.

Food services will not prohibit authorized student organizations from selling commodities designed to benefit such organizations; nor shall it be constructed to prohibit the sale of convenience items at the LCSC on campus bookstore.

1.2 Background Information

Lewis-Clark State College, located in Lewiston, Idaho, is a four-year comprehensive bachelor's degree-offering public school with a small, but expanding, on-campus resident population. Lewis-Clark State College serves approximately 4,426 students (FTE 2,420). We have 396 full time faculty and staff positions. We have a capacity for 436 residence hall students and an occupancy for the Fall 2022 of 430. Of the 436 capacities, 313 are required to have meal plans. As of the fall 2022, we have 352 students on meal plans. Meal plans are required in 3 residence halls as well as the two living learning communities, and are optional in two residence halls.

The College's goal is to award a three-year (3) contract with seven (7) one-year renewal options to a qualified food service operator who will work cooperatively with the College to implement the various elements of its dining services plan.

The following subsections are designed to relate to all potential Contractors what is currently done at Lewis-Clark State College. They are not meant to in any way represent what the College is seeking in its new contract.

The College provides all spaces on campus for the current contractor (store rooms, serveries, concession stands, dining rooms, offices, and a central production kitchen). Major equipment (see Appendix C) is also owned and maintained by the College, as well as an inventory of small wares and china. All equipment items not listed in these inventories is owned by the current contractor or by other vendors.

The College is currently responsible for costs associated with utilities, trash removal, insect and pest control, facility renovations, and equipment repair and maintenance. The College currently provides janitorial services for the dining areas. The Contractor busses tables and wipes tabletops and chairs, and empties garbage cans in the dining area. General cleaning within food preparation and serving areas (kitchen, dish room, employee restroom, coffee shops, etc.) is the responsibility of the Contractor, with the exception of annual cleaning of ceilings and light fixtures, which is done by the College.

Organizationally, the Vice President for Student Affairs oversees the programmatic aspect of the food service program and the Vice President for Finance & Administration oversees the contractual relationship.

1.3 Food Service Operation Overview

Lewis-Clark State College seeks continual improvement of the retail operations. The Student Union Building/Center for Student Leadership (SUB/CSL) is open to new proposals to maximize sales and customer satisfaction in its two (2) highly visible food service operations in the SUB/CSL: the Marketplace and Jitterz, which is a coffee shop. Offerors should not assume that the existing concepts, programs, hours or other operating components must remain in place.

The Marketplace

The Marketplace in the SUB/CSL currently uses the Contractor's in-house concepts, which consists of a sandwich deli, soup and salad, Tex-Mex bar, rotating station with a brick oven, exhibition cooking, a grill/fryer, and grab and go items along with beverages. There is central cashiering in this unit, which is the primary retail food service outlet on campus. The unit serves cash customers as well as meal plan/board students. The Marketplace shares a 300-seat dining room with Jitterz and the seating includes coffeehouse-style seating and a small stage in immediate proximity to Jitterz.

Jitterz

Jitterz is a coffee shop located in the basement of the SUB/CSL next to The Marketplace. Current offerings include coffee and espresso drinks and a small variety of grab and go items. Jitterz is currently subcontracted out through the current food service contractor and is a "Proudly Serves Starbucks" location.

Doks

Doks is an espresso stand in a self-contained small, somewhat portable building located outside of the SUB/CSL. Historically, the food service contractor had offerings at this facility including coffee and espresso drinks and assorted baked goods. Doks was named by the current food service contractor but was taken offline due to staffing challenges and its proximity to Jitterz. The building is still available for use by the current or a future food service contractor. Proposals should include options for year-round or seasonal use of the facility.

1.4 Operation Statistical Data

The food service operation at Lewis-Clark State College had an estimated $1.097 million in sales and a customer count 80,159 (not including concessions or catering) for 2021-2022. Catering sales in 2021-2022 were $143,298.

Total approximate overall sales/revenue for FY19 is $1.485 M, FY18 is $1.56M, FY17 is $1.45M, and FY16 is $1.46M. Catering revenue for FY2019 is approximately $290,000, FY18 is $299,000, FY17 $273,000, and FY16 is $265,000.

1.5 Meal Plan Data

The residence hall capacity at the College is 436. The occupancy for the Fall of 2022 is 423. The number of residents required to have a meal plan is 313, though this number may increase by Fall 2023. The number of meal plans purchased for Fall of 2022 is 352. The current meal plan options are located online at https://www.lcsc.edu/residence-life/meal-plans

Historical meal plan participation (number of meal plans purchased)

Fiscal Year	Fall	Spring	Total for Year
2023	352 (FA2022)		
2022	343 (FA2021)	279 (SP 2022)	622
2021	312 (FA2020)	252 (SP2021)	564
2020	348 (FA2019)	291 (SP2020)	639
2019	347 (FA2018)	299 (SP2019)	646
2018	376 (FA2017)	336 (SP2018)	712

1.6 Catering

Currently, campus catering is exclusive to the Contractor in the SUB/CSL, Williams Conference Center (WCC), and most other campus locations (see exceptions Section 9). Much of the service is linen-and-china, but some customers, internal and external to the College, opt for a lower-cost linen-and-disposable level of service. A to-go service (customer picks up) was designed to meet the needs of those seeking a lower-cost option. The College also does cater off campus for college-related functions and conferences. The College does not solicit for-profit business, but will work with off-campus groups if requested. The goal is to not compete unnecessarily with the private sector, per State Board of Education Policy. The Contractor partners with the College to advertise in publications distributed primarily, but not exclusively, on campus. It is the responsibility of the Contractor to provide competitively priced, high-quality food and service for catering clients.

The College provides event support/room setup resources such as tables, banquet rounds, chairs, and buffet tables.

1.7 Summer Dining

The Marketplace and WCC currently serve as the primary sites for summer program dining on campus. Pricing and hours of operation are negotiated for the summer offerings and conference packages each year in coordination with a campus representative. The College has traditionally hosted a limited number of youth-group oriented camps and activities, and has begun expanding the adult conference areas. The College is actively working to expand the number of conferences and other events held on campus, emphasizing (not exclusively) summer months.

1.8 Concessions

The Contractor provides concessions for all regularly scheduled athletic events and activities at both the P1FCU Activity Center gym and Harris Field. A percentage of Contractor's gross sales are paid to Lewis-Clark State College athletics. The P1FCU Activity Center houses traditional concessions for both the gymnasium and baseball events and seats approximately 3,600.

The College seeks to continue providing competitively priced concessions featuring traditional items while striving to provide a wide market appeal by diversifying the concessions menu based on current trends in concessions and patron feedback. Pricing is set at a rate consistent with the Lewis-Clark valley pricing, and is set by mutual agreement between the Contractor and the College. Customer satisfaction and participation will serve as the basis to maximize revenue. Equipment in the concession areas is currently primarily College owned.

1.9 Vending and Beverage Services

The College currently has a contract with a beverage service provider for exclusive pouring and vending rights that include the food service area. Vending machines are located throughout the campus for snacks and beverages.

The Contractor shall abide by the terms of the Vending and Beverage Services contract.

1.10 Campus ID

Access to campus services is handled by way of a single photo identification card and a centralized access and control system. Presently, the College has CBORD's Odyssey and the vendor has provided their own Infor Point of Sale cash register system. The current Contractor pays for their share of the yearly maintenance fees for CBORD (food service card system equipment and software usage) and pays the entirety of the POS, mobile ordering and associated maintenance fees. The system provides access privileges to the library, athletic event tickets, intra-mural/recreation facilities, special events, and food service. The College is currently in the process of selecting a new student card system that is intended to be in place in June 2023. The college will not renew the point of sales system and will expect the vendor to provide that system.

All funds for food service contracts are collected and held by the College. Funds are distributed after a billing and reconciliation process, typically on a weekly basis. The College is satisfied with the current collection process.

1.11 Resulting Contract

If the College awards a contract from this Solicitation, it will do so by issuing a Contract document, which will be an acceptance of the successful offer. The Contract will be comprised of that contract document; this RFP, including any incorporated documents; the successful Proposal, including any clarifications requested by the College; and an artifact formalizing any requirements agreed upon through contract discussions or negotiations, if applicable.

The following document is incorporated into this RFP as if set out in its entirety, whether or not it is attached to the submitted proposal:

LEWIS-CLARK STATE COLLEGE STANDARD CONTRACT TERMS AND CONDITIONS:

HTTPS://WWW.LCSC.EDU/PURCHASING/VENDORS

2 QUESTIONS

2.0 Restrictions on Communications

From the issue date of this RFP, until a contract is awarded, or the RFP is cancelled, Offerors are prohibited from communications regarding this RFP with LCSC employees, evaluation committee members, or other associated individuals, except the Purchasing Department.

Pre-Proposal Conference and On-Site Campus Visit

An optional pre-proposal virtual conference and on-site campus visits will be held at the location and time as indicated in the RFP Administration Information section, page 1 of this RFP. This will be your opportunity to ask the College questions via a virtual meeting and/or on-site visit. All parties interested are invited to participate by attending the pre-proposal conference and/or on-site campus visit. Those choosing to participate must pre-register to receive meeting details by submitting the completed **Attachment 1 - Pre-Proposal Conference Registration Form** via email to the RFP Lead. Parties interested are asked to register by the date indicated in the RFP Administration Information section. Any oral answers given by LCSC during the pre-proposal conference or on-site visit are unofficial and will not be binding on LCSC. Conference and on-site campus visit attendance is at the participant's own expense.

2.1 Questions

2.1.1 The RFP Lead is the only contact for this Solicitation. All correspondence must be in sent via e-mail. If it becomes necessary to revise any part of this RFP, amendments will be posted on LCSC's Purchasing website. It is the responsibility of parties interested in this RFP to monitor the LCSC Purchasing website for any updates or amendments. Any oral interpretations or clarifications of this RFP must not be relied upon. All changes to this RFP will be in writing and must be posted to the LCSC Purchasing website to be valid.

2.1.2 Questions or other correspondence must be submitted in writing to the RFP Lead (see contact information in the RFP Administrative Information, page 1). QUESTIONS MUST BE RECEIVED BY THE DATE AND TIME LISTED IN THE RFP ADMINISTRATIVE INFORMATION SECTION.

2.1.3 Written questions must be submitted using **Attachment 2 - Offeror Questions**. Official answers to all written questions will be posted on LCSC Purchasing web page as an amendment to this RFP.

2.2 Offeror Proposed Modifications and Exceptions to Requirements, Terms, and Conditions

2.2.1 Offerors are strongly encouraged to submit any proposed modifications to the requirements, terms, or conditions of the RFP on **Attachment 2 - Offeror Questions** prior to the deadline to submit questions. Questions regarding these requirements must contain the following:

- The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency).
- Recommended verbiage for LCSC's consideration that is consistent in content, context, and form with LCSC's requirement that is being questioned.
- Explanation of how LCSC's acceptance of the recommended verbiage is fair and equitable to both LCSC and to the party submitting the question.

2.2.2 If a Proposal contains modifications or exceptions to any Solicitation requirements, terms, or conditions which are not addressed during the question-and-answer period, they must be identified and submitted on **Attachment 3 - Modification and Exception Form** and must contain the same information outlined in Section 2.3.1, above. LCSC will not consider any modifications or exceptions that are not identified specifically on Attachment 3.

2.2.3 LCSC has sole discretion to determine if the modifications or exceptions submitted by an Offeror would result in a material change or otherwise threaten the integrity of the procurement process. Non-material modifications or exceptions may be discussed with the apparent successful Offeror, at the discretion of LCSC ; however, LCSC shall have the right to reject any and all such modifications and/or exceptions, or to call an end to such discussions, and to instruct the Offeror to amend its Proposal and remove the modifications and/or exceptions. Failure to do so may result in LCSC finding the Proposal non-responsive.

2.2.4 Except as otherwise provided within the Solicitation, LCSC will not consider modifications or exceptions to the requirements, terms, or conditions which are proposed after the RFP Closing Date.

3 INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

3.1 General Instructions

3.1.1 Proposals may be submitted electronically or manually, as detailed below. Except as otherwise addressed in this solicitation, all submission materials must be submitted at the same time (in a single package or electronic submission). If multiple submissions are received, only the latest timely submission will be considered.

3.1.2 Alternate proposals may be submitted and will be considered.

3.1.3 All electronic files must be in PDF, Microsoft Word or Excel format; the only exception is for financials, brochures or other information only available in an alternate format.

3.2 Trade Secrets

3.2.1 The Idaho Public Records Law, Idaho Code Sections 74-101 through 74-126, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State Agency or a local agency (political subdivision of the state of Idaho) regardless of the physical form or character. All, or most, of the information contained in your response to LCSC's Solicitation will be a public record subject to disclosure under the Public Records Law. The Public Records Law contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. If you consider any material that you provide in your Bid, Proposal or Quotation to be a trade secret, or otherwise protected from disclosure, you MUST so indicate by marking as "exempt" EACH PAGE containing such information. Marking your entire Bid, Proposal or Quotation as exempt is not acceptable or in accordance with the Solicitation or the Public Records Law and WILL NOT BE HONORED. In addition, a legend or statement on one (1) page that all or substantially all of the response is exempt from disclosure is not acceptable or in accordance with the Public Records Law and WILL NOT BE HONORED.

3.2.2 Prices that you provide in your Bid, Proposal or Quotation are not a trade secret. LCSC, to the extent allowed by law and in accordance with these instructions, will honor a designation of nondisclosure. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel PRIOR TO SUBMISSION of your Bid, Proposal or Quotation.

3.2.3 In addition to marking each page of the document with a trade secret notation, Offerors must also:

3.2.3.1 Identify with particularity the precise text, illustration, or other information contained within each page marked "trade secret" (it is not sufficient to simply mark the entire page). The specific information you deem "trade secret" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a "trade secret."

3.2.3.2 Provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your Proposal; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow LCSC's procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law.

3.2.3.3 Submit a redacted copy of the Proposal with all trade secret information removed or blacked out. The redacted copy must be submitted electronically, with the word "redacted" in the file name, whether the Proposal is submitted manually or electronically.

3.2.4 Offeror shall indemnify and defend LCSC against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a designation of exempt or for the Offeror's failure to designate individual documents as exempt. The Offeror's failure to designate as exempt any document or portion of a document that is released by LCSC shall constitute a complete waiver of any and all claims for damages caused by any such release. If LCSC receives a request for materials claimed exempt by the Offeror, the Offeror shall provide the legal defense for such claim.

3.3 Electronic Submission

3.3.1 Electronically submitted Proposals must be submitted to the RFP lead's email address, identified in the RFP Administration Information Section. Remember to submit an additional redacted version of the proposal if you have identified trade secrets.

3.3.2 Offerors are strongly encouraged to begin the process of submitting the response far enough in advance of the End Time to allow for resolution of technical difficulties. Be advised that LCSC is not responsible for an Offeror's failure to timely submit a responsive submission due to any technical or technological difficulties. See IDAPA 38.05.01.61.02.

3.3.3 Offerors are further advised to submit response materials with descriptive file names, organized and consolidated in a manner which allows evaluators to efficiently navigate the Offeror's response; as LCSC will print uploaded documents for evaluation in the manner received.

3.4 Manual Submission

3.4.1 The Proposal must be addressed to the RFP Lead, sealed, and identified as "RFP 23-002 FOOD SERVICES". Include your company name on the outside of the package.
If not electronic and via e-mail, each Proposal must be submitted in one (1) original with five (5) copies of the Proposal.

Offerors submitting manually must also submit one (1) electronic copy of the entire Proposal on USB device and/or via e-mail. The format and content must be the same as the manually submitted Proposal. The electronic version must NOT be password protected or locked in any way.

4 PROPOSAL FORMAT

These instructions describe the format to be used when submitting a Proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted Proposals. There is no intent to limit the content of Proposals.

4.1 Table of Contents

Include a table of contents in the Proposal identifying the contents of each section, including page numbers of major Sections.

4.2 Format

Proposals shall follow the numerical order of this RFP beginning with Section 6 and continuing through the end of the applicable RFP Attachments, including all mandatory submission items detailed in Section 6 and identified throughout the RFP. **Proposal sections and subsections must be identified with the corresponding numbers and headings used in this RFP. In the response, the RFP section and/or subsection must be restated, followed with the response.**

Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section from the Offeror's response. Except for brochures, financials, work samples, or other similar submission items, all electronic Proposals must be submitted in Microsoft Word or Excel, or PDF format, and must not be locked. Offerors are strongly cautioned against including website links or imbedded documents in the Proposal; LCSC will not be responsible for the RFP Lead or any evaluator's failure to consider information outside of or imbedded in the Proposal.

4.3 Evaluation Codes

(M) Mandatory Response - failure to respond to any (M) section, or to comply with any mandatory specification or requirement, will render Offeror's Proposal non-responsive and no further evaluation will occur.

(ME) Mandatory and Evaluated Response - failure to respond to any (ME) section, or to comply with any mandatory specification or requirement in an (ME) section, will render Offeror's Proposal non-responsive and no further evaluation will occur. Offeror must respond to these sections as directed; points will be awarded based on predetermined criteria.

(E) Evaluated Response - a response is desired and will be evaluated. If Offeror cannot meet the requirement, or chooses not to respond for any reason, zero (0) points will be awarded for the section. If Offeror responds, points will be awarded based on predetermined criteria.

5 PROPOSAL REVIEW, EVALUATION, AND AWARD

5.1 Overview

The objective of LCSC in soliciting and evaluating Proposals is to ensure the selection of a firm or individual that will produce the best possible results for the funds expended.

5.1.1 All Proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in Sections noted with an (M), (ME), and (E). Any Proposal(s) not meeting the Mandatory Submission Requirements will be found non-responsive.

5.1.2 Evaluation Criteria

Proposal:

Mandatory Submission Requirements	Pass/Fail
Business Information (Section 7)	50 points
Organization and Staffing (Section 8)	200 points
Scope of Work (Section 9)	625 points
Financial (Section 9.10)	275 points
Facility Remodel (Section 9.11)	100 points
Oral Presentations (Finalists only)	150 points
TOTAL POINTS	**1,400 points**

5.2. Proposal

5.2.1. The Proposal will be reviewed first on a "pass" or "fail" basis to determine compliance with those requirements listed in the RFP with an (M) or (ME). All Proposals which are determined by LCSC, in its sole discretion, to be responsive in this regard will continue in the evaluation process outlined in this Section.

5.2.2. The Proposal will be evaluated and scored utilizing one (1) or more Proposal Evaluation Committee(s).

5.3. Oral Presentations/Demonstrations

At Lewis-Clark State College's option, up to three (3) Offerors, with the highest raw score after the evaluation of the Proposal is complete, will be asked to make oral presentations. Participation will be mandatory for all invited Offerors and will be evaluated.

5.4. General

5.4.1. The College will not provide compensation to Offerors for any expenses incurred by the Offeror(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated. Offerors submit proposals at their own risk and expense.

5.4.2. The College reserves the right to conduct interviews with all or some of the Offerors at any point during the evaluation process; however, the College may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.

5.4.3. The College reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.

5.4.4. Proposals and any other information submitted by Offerors in response to this Request for Proposal shall become the property of the College.

5.4.5. Proposals that are qualified with conditional clauses or alterations or items not called for in the RFP documents, or irregularities of any kind, are subject to disqualification by the College at its option.

5.4.6. The College makes no guarantee that an award will be made as a result of this RFP. The College reserves the right to accept or reject any or all proposals, waive any informalities or minor technical inconsistencies, or delete any item-requirement(s) from this RFP or resulting Contract when deemed to be in the College's best interest. Representations made within the proposal will be binding on responding Offerors. The College will not be bound to act by any previous communication or proposal submitted by the Offerors other than this RFP.

5.4.7. The Offeror(s) deemed to be fully qualified and best suited among those submitting written proposals and/or oral presentations will be identified based on the evaluation factors stated throughout the response instructions and specification sections. Negotiations may be conducted with any or all Offerors. After negotiations are completed with Offerors, LCSC shall select and notify the Offeror(s) which has, in LCSC'S opinion, made the best proposal, and award the contract to take effect on the dates negotiated with Offeror(s). LCSC reserves the right to judgment concerning quality of service and the Offeror's capability to service the agreement.

5.4.8. No Proposal- It is requested that those Offerors who do not desire to submit a proposal indicate the same by submitting a "No Proposal" to LCSC's RFP Lead via email identified in RFP Administration Information section, page 1 of this RFP.

5.5. Responsibility

Pursuant to IDAPA 38.05.01.081, the RFP Lead may, in LCSC's sole discretion require the apparent high point Offeror to provide documentation to demonstrate its responsibility. The RFP Lead may request documentation including, but not limited to, credit or financial reports, and references. Failure to provide requested documentation may result in the Offeror being deemed non-responsible. Nothing herein shall prevent LCSC from using other means to determine Offeror's responsibility.

5.6. Award

Award of Contract will be made to the responsive, responsible Offeror whose Proposal receives the highest number of total normalized points.

5.6.1. The College makes no warranty or guarantee that an award will be made as a result of this RFP.

5.6.2. The College reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the proposed form of Agreement when the College deems such to be in the College's best interest.

5.6.3. College will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of the Offeror.

5.6.4. Subsequent Oral Presentations - after completion of the initial review and evaluation of the submitted proposals, the College may in its sole discretion invite one or more selected Offeror to participate in oral presentations concerning their respective proposal.

5.6.5. Negotiations with Select Offerors - at the College's sole option and discretion, the College may discuss and negotiate all elements of the proposals submitted by one or more selected Offerors whose proposals are within a competitive range determined by the College.

5.7. Revision of Proposals

5.7.1. After submission of a proposal but before the final selection of the successful proposal is made, the College may select one or more Offerors to revise their respective proposals in order to obtain the best and final offers of such proposal.

5.7.2. In the event, representations made by an Offeror in its revised proposal, including price, scope and consideration quotes, will be binding on the Offeror.

5.7.3. The College will provide each selected Offeror within the competitive range an equal opportunity for discussion and revision of its proposal.

5.8. Determination of Successful Offeror

5.8.1. The College may make the selection of the successful proposal based on the proposals initially submitted, without discussion, clarification or modification. In the alternative, College may make the selection of the successful proposal based on negotiation with any of the Offerors.

5.8.2. The College is not obligated to select the Offeror offering the most attractive economic terms if that Offeror’s proposal is not the most advantageous to the College overall, as determined by the College.

5.8.3. The College will maintain in its files concerning this RFP, a written record of the basis upon which a selection, if any, is made by the College.

5.9. Rejection of Proposals

5.9.1. The College reserves the right to (i) enter into an Agreement for all or any portion of the requirements and specifications set forth in this RFP; (ii) reject any and all proposals and re-solicit proposals; or (iii) reject any and all proposals and temporarily or permanently abandon this selection process, as the College deems to be in the best interests of the College.

6 MANDATORY SUBMISSION REQUIREMENTS

The proposal begins with the mandatory items identified in this list and the following sections. **NOTE: THIS CHECKLIST IS PROVIDED AS A COURTESY ONLY; OFFERORS ARE RESPONSIBLE FOR SUBMITTING ALL MANDATORY SECTIONS, ATTACHMENTS, SUBMITTAL ITEMS, ETC., REGARDLESS OF WHETHER THEY ARE IDENTIFIED IN THIS LIST.**

See section 4.2 for Proposal Format requirements.

☐ (M) Cover Form: Complete, sign, and submit **Attachment 4, Cover Form.** All Proposals must be submitted with the completed and signed Attachment 4, Cover Form.

☐ (M) Acknowledgement of Amendments: If the RFP is amended, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the Proposal may result in the Proposal being found non-responsive. See IDAPA 38.05.01.52.

☐ **Section 7**: Provide response to all (M) and (ME) sections, and any other required submittal items.

☐ **Section 8**: Provide response to all (M) and (ME) sections, and any other required submittal items

☐ **Section 9**: Provide response to all (M) and (ME) sections, and any other required submittal items

☐ Redacted copy of Proposal and list of Trade Secret redactions, as detailed in **Section 3.2**.

☐ Review the required types and levels of insurance—these are mandatory requirements. If you do not already have the required types and levels of insurance, you are **strongly encouraged** to contact your insurance representative to find out if you will be able to obtain the required insurance. (The Offeror should not purchase additional insurance in reliance of being awarded a contract). If you are awarded a Contract, failure to provide proof of the required insurance will be grounds for termination of the Contract.

6.1 Proposal Responses (Evaluation Phase II)

The College is interested in providing a dining service program for as broad a segment as possible of the College's clientele. Towards meeting that goal, the College is requesting Offerors to propose a variety of options which will satisfy the needs of the College meal plan and commuter students, staff, administration, faculty and visitors.

The Offeror must submit a proposal addressing each of the points in this response area in the same order and numbered as presented herein. Failure to do so will eliminate that proposal from consideration in the contract award. Complete but brief responses are desired.

The College reserves the right to accept or refuse any proposed offers that are different than the current arrangement.

6.2 Contract Exceptions

State any exceptions, tied to specific numbered clauses, that Offeror wishes to make to the contract terms and conditions proposed in this document. Offeror must refer to this section of the RFP, and submit proposed alternative or preferred language for the deviation. Note, however, that any such exceptions or proposed deviations must be received by the College in writing prior to the date of the pre-proposal conference.

6.3 Branded Products

If the Offeror intends to feature any branded products (apart from or instead of branded concepts) in any of its food service operations, those brands that require contractual or franchise commitments to bring that branded product to the campus, along with specifics of the required commitments(i.e., has the Offeror agreed to have XYZ coffee exclusively for a minimum of four years in exchange for equipment?) should be listed. The College reserves the right to specify branded products.

7 BUSINESS INFORMATION

7.1 Minimum Financial and Experience Warranty

(M) The Offeror shall be national in scope and must be currently operating three or more non-vending college or university food services with accounts in excess of $1,500,000 annually (each account must have been operating for the past two years).

7.1.1 (M) The Offeror must establish or have in place, if awarded the contract, a regional and district management organization covering any of these western states: WA, OR, CA, ID, NV, UT, MT, or WY.

7.1.2 (M) The Offeror must have been operating non-vending college or university food services on more than one campus for a period of the last five years or longer.

7.1.3 (M) Offerors must provide applicable financial data that will show the ability to perform. Three or more recent annual stockholders' reports, Security Exchange Report and/or statements of net worth will be sufficient. The College reserves the right to investigate the financial status, technical experience, and performance record of the Offeror by means of information contained in or attached to the questionnaire, or by other means deemed necessary. Submission by the Offeror of the above information represents specific permission by the Offeror for the College to investigate the Offeror's qualifications.

7.1.4 (M) Offerors are to provide the following information:

7.1.4.1 Name, address and telephone number of company headquarters

7.1.4.2 Type of organization (individual, partnership, corporation, other – if other, please describe)

7.1.4.3 Name and address of person to contact concerning Offeror's response

7.1.4.4 Telephone number, including area code, e-mail address of contact person

7.1.4.5 If a corporation, when incorporated, what state incorporated in, is the company authorized to do business in the state of Idaho? If so, when?

7.1.4.6 Offerors are responsible for any cost associated with submitting a proposal and response to this request for proposal. Each Offeror is responsible for any cost incurred in making visits to the College for any purpose associated with this request for proposal.

7.1.5 (M) List three (3) comprehensive college or university food services accounts closest in proximity to Lewis-Clark State College.

7.1.6 (ME) Provide a profile of Offeror's business including Offeror's business history, description of current service area, and customer base.

7.1.7 (M) Provide a copy of Offeror's organizational chart, including detail of any relationships with parent and subsidiary organizations.

7.1.8 (ME) Submit a list of all comparable size and type of operations within the college market for references. Lewis-Clark State College reserves the right to contact any of the accounts listed. For five of the accounts listed, include the following information:

7.1.8.1 Name and location of operation along with a college or university contact person and telephone number

7.1.8.2 Length of time Offeror company has had this operation

7.1.8.3 Sample retail and catering menu and pricing

7.1.8.4 Number of boarders on meal plans

7.1.8.5 Types of branded operations

7.1.9 (ME) Provide a list of all accounts Offeror has discontinued doing business with within the college market over the past two (2) years. If is preferred that Offeror provide the following information for three of those accounts:

7.1.9.1 Name and location of operation along with a college or university contact person and telephone number

7.1.9.2 Length of time Offeror company had this operation

7.1.10 (ME) Submit recent (within the last 3 years) customer satisfaction and/or contractor performance surveys or any other evidence of food quality and customer satisfaction that have been conducted at your Offeror's company's college/university accounts. Additionally, submit an example of a criticism received in response to these surveys and provide a description of what Offeror did to address this criticism. Preference is that the customer satisfaction surveys come from schools with similar on-campus population as LCSC.

8 ORGANIZATION AND STAFFING

8.1 Staffing Expectations

8.1.1 The Offeror shall maintain an adequate number of staff, who are sufficiently trained, on duty at the College at all times during business hours to ensure a quality dining service operation. In order to maintain a high quality of service, the Offeror shall be responsible for providing expert, experienced and qualified personnel for administration and supervision, menu planning and dietetics, production, purchasing, service, sanitation, marketing, and equipment consulting both on-site at the College and offsite at Offeror's corporate level.

8.1.2 If a transition in food service providers occurs, the Offeror shall interview any employees of the current Contractor who seek employment.

8.1.3 The Offeror is strongly encouraged to utilize the College's Student Employment and Career Center to hire College students as a part of its work force wherever feasible.

8.1.4 The Offeror shall continually provide satisfactory training and development programs for employees at all levels of the food service operation. Regularly scheduled full-time, part-time, and student employee training meetings shall be conducted by the Offeror at its own expense. Demonstration and documentation of this continual development is requested in later sections.

8.1.5 The Offeror shall have the capability of and be financially responsible for complying with all applicable federal, state, and local laws and regulations regarding the employment, compensation, and payment of personnel. This includes unemployment insurance, worker's compensation, and other taxes, health examinations, permits and licenses.

8.1.6 The Offeror's on-site management team must share among themselves an appropriate amount of professional training, experience, interpersonal characteristics, and public relations skills to provide the expertise required for catering, meal plans, concessions, summer program dining, and retail dining services of high quality.

8.1.7 The management team shall consist of positions or functions similar to a full-time on-site manager (general manager), a catering manager, a head chef, and as many other additional full-time management and supervisory personnel as deemed necessary to adequately staff the major service areas (meal plans, retail, catering, concessions, etc.) and multiple locations as mutually agreed upon between the Offeror and a designated College official. There shall be management or supervisory staff on duty and in attendance during all regular mealtimes, significant preparation periods, special dinners, catered meals or catered events or concessions events with more than 200 in attendance, or when requested specifically by the College.

8.1.8 The Offeror shall provide position descriptions and resumes for individuals who are being considered for the on-site management team. The College shall have the right to attend interviews of proposed candidates for the onsite manager and unit managers' positions and review Offeror's final recommendation before an appointment is made. The College's opinion of management candidates will be solicited and considered as part of the Offeror's hiring process.

8.1.9 Candidates for the onsite manager position should have a minimum of five (5) years full-time professional food service experience in comparable progressively responsible positions and preferably in a higher education setting. Preference should be given to candidates with an appropriate degree.

8.1.10 The Offeror shall designate a District Manager to supervise the dining service management at Lewis-Clark State College. The College expects the District Manager's responsibilities to include, but not be limited to, the following:

8.1.10.1 Perform routine reviews and inspections of operations.

8.1.10.2 Establish reasonable performance standards for employees, managers and supervisors, with periodic discussions or meetings with individuals to assist them in achieving the standards.

8.1.10.3 Assist in filling staff vacancies in a timely manner.

8.1.10.4 Consult with the College on current and future trends in the food service industry and offer new programs provided by the Offeror.

8.1.11 The Offeror's office shall be open/closed in conformity with the expectations for College Offices as defined by the College calendar https://www.lcsc.edu/registrar/academic-instructional-calendars and remain open during holidays occurring within the academic semester to provide service for meal plan students (except for the week of Thanksgiving).

8.1.12 Offeror is encouraged to incorporate the College's instructional programs which may be related to food service, into its service program, using students in the program in staff positions, or providing opportunities for internships or display of skills and talents acquired through their education.

8.1.13 The Offeror is responsible for the on-campus behavior of all its employees. Said employees will abide by all rules and regulations which govern the College's employees. Infraction of those rules and regulations may result in the College requesting that the individual no longer be employed at the Contractor's Lewis-Clark State College account.

8.2 Staffing Plan

Describe Offeror's qualifications to successfully complete the requirements of the RFP by providing a detailed response to the following:

8.2.1 (ME) Onsite Manager (General Manager)
Provide a resume for the person proposed for the Onsite Manager position and/or provide a position description listing the required years of experience and education and skills for potential candidates.

8.2.2 (ME) Catering Manager
Provide a resume for the person proposed for the Catering Manager position and/or provide a position description listing the required years of experience and education and skills for potential candidates.

8.2.3 (ME) Head Chef
Provide a resume for the person proposed for the Head Chef position and/or provide a position description listing the required years of experience and education and skills for potential candidates.

8.2.4 (ME) Submit a copy of the employee evaluation criteria that would be used for the Onsite Manager, Catering Manager, and the Head Chef.

8.2.5 (ME) Key Personnel and Qualifications

8.2.5.1 Provide a list of other key management, supervisory, customer service and other roles to be used in the fulfillment of this Contract. Provide position descriptions, including requisite qualifications and experience of the person(s)/role(s) identified, as well as an explanation of how the person in that role will contribute to the food service operation.

8.2.5.2 (ME) Provide an employee organizational chart for all operations including position titles and times scheduled to work. Provide a summary of FTEs scheduled per week by location or function along with an indication of which positions will be filled with full and part-time employees as well as student workers.

8.2.6 (ME) Describe what qualifies as adequate staffing for the Marketplace, coffee shop(s), and concessions such as if your business operates with standard ratios based on event size, number of meal plans, etc. or based on similar operations.

8.2.7 (ME) Offeror shall provide information on how the management team whether on site or at the corporate level, will include at least one individual with formal nutritionist or dietitian's training that includes allergens and which provides yearly or more frequent trainings for onsite personnel in these areas. Please describe how you will address this request and the frequency of trainings.

8.2.8 (ME) Provide Offeror's policy/process for food preparation that addresses dietary/allergy cross contamination.

8.2.9 (ME) Provide a plan for yearly employee training and development, specify which trainings are required and optional, and how you will document the completion of this training. Specifically address customer service training and student employee training and development.

8.2.10 (E) Provide 5 sample pages from the Employee Training Manual.

8.2.11 (E) Provide Basic Employee policies and procedures. Limit this to five pages that describe hiring practices, benefits, employee evaluation policy and other relevant issues.

9 SCOPE OF WORK

All sections of the Scope of Work are required contract services. This proposal outline is to be used in response to the RFP. Evaluators will be scoring the proposal based on the methodologies proposed and the completeness of the response to each item listed below as well as items listed in Section 8.2. Offeror's must describe in detail how each requirement will be met. Requirements are marked (M) or (ME) below. Offer should include personnel, proposed timelines, methodologies, and any pertinent information that will be required from the College in order to achieve full compliance with all tasks and deliverables.

9.1 The Marketplace Retail Operations Specifications/Terms

9.1.1 Food Stations & Concepts

The Marketplace currently has six (6) food stations. As an example of current operations, the stations during the lunch hour are: made-to-order sandwiches; soup and salad bar; Tex-Mex concept; rotating station with items such as pasta, pizza, and wings; display station (action station) where the food is cooked on request; and a grill serving items such as hamburgers and French fries.

The Offeror is encouraged to propose changes or reconfiguration of the Marketplace's product mix, equipment, and service style to meet the program that they feel is best supported by their market analysis. This includes identifying opportunities for modifications in the number of operating stations. The College is committed to providing retail food service at the location currently identified as The Marketplace.

9.1.1.1 (ME) Describe in detail what food stations or concepts Offeror proposes for each service period (breakfast, lunch, brunch, and dinner) and why these are chosen.

9.1.1.2 (E) Describe Offeror's plan for future rotation or refresh of stations.

The Offeror is encouraged to offer corporate, regional and/or national Branded Concepts which are deemed appropriate or financially feasible by the Offeror.

The College reserves the right to require a survey to determine the acceptability on any new concepts. Prior to implementation of any new Branded Concepts, the Offeror must obtain the College's approval in writing. Once Branded Concepts have been installed at the College, they shall remain in place as long as the demand for the product supports the cost of providing it. Copies of all contracts that relate to the branded service will be provided to the College.

The Offeror shall provide all its corporate branded concepts free of franchise and/or license fees.

9.1.2 Branded Concepts

The cost of equipment and other materials provided for Branded Concepts support shall be the responsibility of the Offeror. In the event that the Agreement is terminated before the Offeror has completed equipment amortization, a new Offeror will be responsible for the balance of the cost if the branded concept license/franchise is transferable. If the concept license/franchise is not transferable then the Contractor that initiated the Branded Concepts must assume all costs and rename the equipment and logo/trademark items within 48 hours of the contract termination. The exact terms for each brand and a list of equipment and logo/trademark items must be clearly identified in writing along with the transfer/non-transfer terms at the time a branded concept is proposed. Failure to disclose any terms will result in all related costs being assumed entirely by the Contractor.

9.1.3 Retail Menus

The College has a residence hall and a commuter non-traditional age student population in addition to staff and campus guests. The Marketplace serves students on meal plans and the general campus population during all service periods, with meal plan students being the primary customer during the breakfast, brunch, and dinner service periods. The College strongly recommends that the Offeror carefully analyze the retail market on campus and/or similarly sized and populated operations.

Attention shall be given to the offering of menu selections that accommodate a diverse campus clientele and customer nutritional concerns. There must be a balance of quick service and a more casual dining and traditional fare.

The Offeror's beverage menu is subject to any soft drink beverage contract which the College may enter into during the course of the contract.

While the College wants Offeror to propose the retail mix that they feel will best meet the needs of the campus population, the College feels that certain minimum standards are required as presented below. These standards should not be seen by the Offeror to limit serving location or service style.

Retail food service should be available during the following periods with minimum standards as follows:

Academic Sessions

Morning Service Period:

Breakfast service should be available featuring baked goods, pastries, hot beverages (coffee, tea, cappuccino drinks, etc.) and cold beverages (juices, milk, soft drinks, etc.), breakfast entree selections, with a focus on a variety of items that are available for on-site dining as well as grab and go.

Please note the morning period is currently "all-you-care-to-eat" for people on meal plans and this is not a required minimum standard.

Lunch Service Period:

Lunch is the primary meal period. All stations proposed for The Marketplace food court should be open during this time. A variety of fresh items, hot and cold items, and microwavable items should be available for on-site dining as well as grab and go.

Dinner Service Period:

Dinner service should be available featuring hot and cold beverages and a selection of entrees. The Offeror should indicate which formats will be open during this meal period.

Please note the dinner period is currently "all-you-care-to-eat" for people on meal plans and this is not a required minimum standard.

Saturday/Sunday Brunch Period:

A minimum of three (3) proposed stations for the Marketplace food court should be open during this time. A variety of baked goods, fresh items, hot and cold items, and microwavable items should be available for on-site dining as well as grab and go.

Please note the brunch period is currently "all-you-care-to-eat" for people with meal plans and this is not a required minimum standard.

Particular attention should be directed to weekend menus which will not exclusively consist of leftovers or an abundance of ready to pick up items. A creative use of leftovers as a sustainability initiative is acceptable.

Summer session

Daily lunch service is not required; therefore, the Offeror is required to address how the need for food service availability during the summer months would be assessed. There are summer athletic camps and other events that may require additional service periods and arrangements. Additionally, athletes and residence hall students return prior to the start of each academic semester and will need to have food service provided. Athletes may return at the beginning of August. The Offeror will be responsible for coordinating summer and pre-semester food service needs with campus constituents.

Offer should respond to the following questions, noting the minimum standards listed prior in this section:

9.1.3.1 (ME) Describe which stations will be open during breakfast, brunch, lunch, and dinner service periods during the academic session.

9.1.3.2 (ME) Provide a four (4) week menu for each station during each service period. The menus will be evaluated based on the level of variety, creativity, and diversity offered. Diversity is broadly defined such as ethnically and regionally diverse, ex: Asian food or U.S. southern food.

9.1.3.3 (ME) Identify each menu item for each station in the four (4) week menu as to how it addresses a particular dietary or allergy needs.

9.1.3.4 (E) Describe each menu item in the four (4) week menu for each station with respects to the quality of food used in the preparation, whether fresh produce items are used in the menu item, and the applicable nutritional information.

9.1.3.5 (E) Describe each menu item's portion size and the price in the four (4) week menu. The College is interested in a variety of menu item portions and quality options to accommodate differing appetites and budgets, specifically the inclusion of value menu items.

9.1.3.6 (E) Describe the proposed menu cycle for each station during each service period, ex: no menu item will reappear within a two (2) week cycle and/or the grill has standard menu offerings with specials introduced weekly.

9.1.3.7 (ME) Provide a list of grab-and-go items for pickup during each service period such as baked goods, fresh items, cold, hot, and microwaveable. Describe whether items are purchased or produced in house and the rotation cycle for introducing new items. List the price for each item and the freshness date timeframe.

9.1.4 Prices and Portions

Prior to commencement of the Agreement, the proposed retail menu, including item, portion and price, and the serving schedules shall be approved in writing by the College. These prices and schedules shall serve as a guide and baseline for any other items not specifically included in the initial proposal. The price range of menu items will serve as a baseline expectation for the minimum, average, and maximum prices for menu items. Variations to prices above the maximum priced menu option must be submitted to the College representative for review and approval prior to their offering. Routine price change requests other than those of an emergency basis will be submitted to the College for review and approval no later than eight weeks before the beginning of the academic period. Price changes will be effective at the start of each academic year.

Prices for prepackaged convenience items in the retail units shall be set based upon margins common to the retail business not food service. Since the Offeror does not prepare these products, the mark up should not be the same. The College does, however, recognize that an Offeror may not be able to sell grocery items at the same discount as grocery stores. The Offeror should, therefore, be prepared to submit a markup percentage which will apply to retail items.

9.1.5 Hours of Operation

The College is interested in food service options being available for extended and continuous hours to assist in its efforts to increase campus engagement. As such, Offeror should consider this when responding to the specifications associated with the menu and hours of operation.

9.1.5.1 (ME) Submit the intended hours of operation for the Marketplace and which stations will be available during each service period. Describe the rationale for the proposed hours of operation and what data will be collected to assist in future hours of operation proposals.

Current hours of service are as follows:

- Monday Through Thursday
    - Breakfast 7:30 a.m. – 10:30 a.m.
    - Closed 10:30 a.m. – 11:00 a.m.
    - Lunch 11:00 a.m. – 1:30 p.m.
    - Closed 1:30 p.m. – 5:30 p.m.
    - Dinner 5:30 p.m. – 7:00 p.m.
    - Closed after dinner

- Friday
    - Breakfast 7:30 a.m. – 10:30 a.m.
    - Closed 10:30 a.m. – 11:00 a.m.
    - Lunch 11:00 a.m. – 1:00 p.m.
    - Closed 1:00 p.m. – 5:30 p.m.
    - Dinner 5:30 p.m. – 7:00 p.m.
    - Closed after dinner

- Saturday and Sunday
    - Brunch 10:30 a.m. – 1:00 p.m.
    - Closed 1:00 p.m. – 5:30 p.m.
    - Dinner 5:30 p.m. – 7:00 p.m.
    - Closed after dinner

The College requires that food service be available during appropriate parts of the day to accommodate each service period. Additionally, the College is working toward strengthening engagement within our student population and making the SUB/CSL, which houses the Marketplace, a more vibrant and active facility and feels the availability of food service is a component of this engagement opportunity. This may include offering limited menu and beverage offerings for student or college programs occurring during various hours in the SUB/CSL.

Prior to the commencement of the Agreement, the Offeror's proposed hours of service shall be approved in writing by the College. Such hours must be maintained for three months prior to Contractor making a request to revise the hours of operation.

9.1.6 Ordering

9.1.6.1 (ME) Detail the timing of the preparation of food at each station during each service period and the number of staff required to meet anticipated timing. Include the availability if applicable of pre-plated options.

9.1.6.2 (E) Describe ordering and delivery options such as in person, online website, or an app and the staff, equipment, and software necessary to facilitate these options. Detail whether online orders may have a pickup counter, etc. If new equipment or software is necessary, indicate the value of this proposal and provide the name of the equipment and/or software along with technical specifications.

9.1.7 Group Discounts

The College hosts groups of 10 or more that are served through the Marketplace. Offeror should anticipate hosted groups ranging from 10 to over 100 on a frequent basis. Typically, the groups will utilize standard menus and food service stations. In the case of large groups and/or special needs, the College may request special station offerings during the service period.

9.1.7.1 (ME) Detail the discount applicable for standard menu/service offerings during each of the service periods for hosted groups up to 400 guests. Separate differential pricing discounts by the size of the group.

9.1.7.2 (E) At times, the College will request different station offerings for hosted groups. The menu offerings must appeal to a range of budgets such as a value menu offering to a high-quality offering. Detail at least five (5) menu offerings for each service period and which stations will provide the menu offerings for breakfast, lunch, and dinner service. List the portion size and price of each menu item. Differentiate the price by the number hosted up to 400 guests. Describe any special considerations necessary to host a group during a regular service period in which you have other guests.

9.1.8 Service Levels & Facility

The Offeror will review the Colleges' Event Report in the SUB/CSL and the conference services schedule and adjust staffing and production to meet the requirements for retail food service for public events on the campus.

The Offeror is encouraged to meet at least annually with the College representative to evaluate the need for expansion, improvements and remodeling of its retail food service areas. All proposed changes shall be approved in writing prior to implementation. Financial responsibility for proposed projects shall be mutually agreed upon by the College and Offeror.

9.1.9 Customer Input, Feedback, & Action Plan

9.1.9.1 (ME) Describe the plan to solicit input and feedback from students, staff, campus guests, and residence hall students with regard to the Marketplace (service levels, menu, hours of operation, etc.). Include in the plan the method(s) by which feedback is sought as well as the frequency with which it is sought. Detail who will have access to each method of feedback, how the feedback will be utilized, and the action plan and timing of responding to the feedback.

9.2 Contract Meal Plan Specifications

9.2.1 Meal Plans

Meal plans shall be provided to the College for resale to board students in College residence halls in accordance with the food service calendar which is presently (2022-2023) based on 223 board days during the academic year (fall and spring semesters). Meal plans shall also be available to non-residence hall students as well as college employees in accordance with the annual food service calendar. The Marketplace is the only dining facility on campus and serves both meal plan students and the general campus population.

9.2.2 Meal Plans Fee Collection

The College shall be responsible for collecting institutionally determined student food service fees. Uncollected debts shall not diminish payments owed to the Offeror by the College. The Offeror shall be responsible for cooperating with the College to assure the collection of fees by withholding all meals from students for which the debt has not been collected when directed to do so by authorized College personnel. The College shall be responsible for providing the Offeror with timely and accurate information about such matters.

9.2.3 Meal Plan Proposal

Offerors are required to propose a fixed daily rate per person for the meal plan program for a period of one year. Should Contractor propose an all-you-care-to-eat program for the dinner or breakfast service periods, at least three (3) out of the six (6) stations in The Marketplace must be operational to allow for adequate variety.

At a minimum, the Offeror must propose fixed rates for the following program:

9.2.3.1 (ME) Provide a minimum of three (3) meal plan options but the College encourages more options. The fixed daily rate may be provided on a sliding scale for differing levels of participation. The sliding scale should be in increments of $25. If applicable, Offeror should indicate minimum and maximum participation for each meal plan. Offerors may also describe and provide prices for additional meal plans that the Offeror believes would enhance student satisfaction/participation. Describe the meal plans and list the price per meal plan per boarder per day and include pricing for guest meals in cases of all-you-care-to-eat service periods. The College encourages creative options to address a variety of appetites and budgets. The College will be adding a 20-bed Living and Learning Center to its campus housing inventory. This facility is equipped with a kitchen but residents will be required to have a meal plan. The Offeror is encouraged to consider a more limited meal plan for residents of this facility as well as College Place, which is an 88-bed facility comprised of suites with kitchenettes. At present, College Place residents are not required to have meal plans but the College will consider changing this policy. Describe creative options for end of semester unused "board" meals such as swipe for a pizza, grab and go items, micro market, etc. during finals week and/or rollover unused funds and meals to the next semester and how this affects meal plan pricing.

9.2.3.2 (E) The Offeror is encouraged to propose as an additional option, a "one swipe", one trip, meal plan for the lunch time in lieu of a declining balance option. If this option is available, describe the meal plan cost and the student process/meal selection for a one-swipe option.

9.2.4 Unlimited Servings

Students who have a meal plan contract shall have an option for unlimited servings during the breakfast and dinner periods on all food and beverages except premium entrees served at most premium meals. The type of service may be self-service for many of the food and beverage stations. Food and beverage portions shall be the same size and quality throughout the serving schedule so that the "seconds" portions served shall be the same as the initial portions served.

9.2.5 Special/Seasonal Premium Events

A minimum of six (6) special/seasonal/premium meals shall be served during the academic year. The meals shall rotate between Monday, Tuesday, Wednesday, and Thursday nights. The meals shall not be served the night before a holiday or the beginning of a holiday vacation or semester break. The Offeror, in conjunction with the College, should draw up an annual calendar of premium/theme meals.

Included in these meals shall be a variety of dining experiences ranging from special events or themes, premium quality meals, to ethnic and holiday fare complete with costumes, music and decorations appropriate to the occasion. Examples of such events are: Holiday Banquets and Cultural Dinners. Menus shall be planned in conjunction with the Offeror's on-site manager, the Office of Residence Life, and other campus units as appropriate and shall take into consideration seasonal holidays and special College functions.

9.2.5.1 (E) Describe the menu, theme, decorations, serving style, and general atmosphere of two (2) special/seasonal meal offerings.

Premium meals shall include a variety of upgraded beef, pork, chicken and fish entrees. Portion size shall be larger than the standard portions. Premium entrees shall be limited to a single serving per person. An alternative whole meat entree shall be available for customers who desire a second entree serving when premium meals are served.

Premium meal menus shall include appropriate salads, vegetables and starches, and desserts to accompany the upgraded entree. Premium meals shall be adequately promoted to encourage student participation. Premium meals are encouraged to have an atmosphere reflective of the upgraded meal.

9.2.5.2 (E) Describe the menu, theme, decorations, serving style, and general atmosphere of two (2) premium meal offerings. Describe how the premium meals will be substantially different than a standard meal (ex: portion size, food quality, etc.). If there is a price difference for a premium event outside of the meal plan price, please list the price difference.

9.2.6 Exam Treats/ Breakfast

Each semester, once at mid-term and once during final examination week, the Offeror shall provide snacks/treats for students in the residence halls as a component of the meal plan that does not require a board meal or declining dollars use. The cost of this service shall be included in the price of the meal plan. Examples of treats are as follows: cookies, baked goods, seasonal fruits, ice cream, sandwich bars, assorted beverages (fresh juices, carbonated or fruit punch, etc.), and vegetable trays.

Also included in the cost of the meal plan, a midnight breakfast shall be offered during one day of finals week each semester. Examples served at midnight breakfast are as follows: eggs, sausage, hash browns, French toast, beverages.

9.2.7 Special Diets

As part of its service, Offeror shall supply any necessary special diets for students when prescribed and approved in writing by a medical doctor and supported by the College's

Accessibility Services. In instances when the Offeror is unable to accommodate a student's dietary needs, the Offeror shall not bill the College for these students. Offeror needs to address how allergens that may be present in food will be communicated to dining guests.

9.2.8 Take-Out Meals

A take-out breakfast, lunch, and dinner program shall be made available to all students on the board plan. All requests for a take-out meal must be submitted 24 hours in advance. Take-out meals shall only be provided when boarders are required to miss a scheduled meal for an official College function, class or work conflict. A take-out meal should be nutritionally balanced and offer a portion in comparison to a regular service meal. Offeror will be expected to coordinate with the Office of Residence Life to assess the need for routine take-out meals for boarders who have regular conflicts with standard meal times.

9.2.9 Picnics

Picnics shall be provided at no extra charge, in lieu of a regular meal, to groups of students holding meal plan contracts (e.g., residence s). A written request approved by the Director of Residence Life or designee and a list of names and identification numbers of the customers planning to attend the event must be submitted to the on-site manager 72 hours in advance. The Offeror shall be responsible for providing food of the same quantity and quality as would be provided in the dining hall. The Offeror shall be responsible for advising the consumers as to the safety and sanitation precautions which should be followed in preparation and service of the food.

9.2.10 Student Personnel Meals

When student personnel of the Office of Residence Life are on duty just prior to the beginning of Fall Semester, meals shall be negotiated between the College and the Offeror.

9.2.11 Customer Input, Feedback, & Action Plan

9.2.11.1 (ME) Describe the plan to solicit input and feedback from Residence Hall students. Include in the plan the method(s) in which feedback is sought and the frequency. Detail who will have access to each method of feedback, how the feedback will be utilized, and the action plan and timing of responding to the feedback.

9.3 Catering Specifications/Terms

9.3.1 General Catering

The Offeror shall provide a catering program for College-approved functions such as receptions, banquets, private parties, refreshment service, carryout service, and other special events. The catering program should reflect the diverse needs of students, faculty, staff and administrators in its service menu and styles. It is important that catered functions for these groups be of the highest professional standards for quality service (adequately staffed, attire, courtesy, promptness, food presentation, timeliness of delivery and removal, and provision of necessary items).

The Offeror shall provide four (4) levels of service for catering:

i. Table linen, china, and table center pieces
ii. Table linen and china

iii. Table linen and disposable napkins cups, plates and flatware
iv. Pick-up/take-out

9.3.2 The Offeror shall honor the specific commitments of menus, prices, and other arrangements made by the incumbent Contractor, and known by the College, for catering service prior to beginning a new Agreement.

9.3.3 The Offeror shall meet at least once per semester with a designated College representative to evaluate the catering program and, as necessary, make revisions to improve overall service. Review will include any focus groups, customer surveys, goal attainment, and/or event evaluation data. A summary of the review will be made available to gauge future progress.

9.3.4 Catering will be billed by the Offeror and collection for such events is the sole responsibility of the Offeror. The College will assist with the collection of delinquent accounts on campus when requested and when provided written details of the delinquent charges. All billing and collection procedures shall be approved by the College prior to the start of the contract.

9.3.5 The Offeror will hold an annual Catering Open House once per year to promote catering services and to inform customers of new menu items and other changes. The Offeror is encouraged to invite partner vendors and distributors to showcase new projects and services. The date of the open house will be determined by mutual consent between the College and the Contractor. At a minimum, all on-campus clients who have ordered more than $500 worth of catering in the previous year will be invited. Samples will be provided of new catered items, custom menus, etc. in an effort to familiarize the campus community with catering options and offerings. The cost of promoting and producing this event will be the responsibility of the Offeror.

9.3.6 The College shall control/schedule the space commitment for authorized College catered events. The Offeror shall coordinate the menu and details of food service requirements.

9.3.7 The Offeror shall provide a sufficient number of qualified and trained staff to service the events successfully and timely, take and process catering orders, respond to inquiries, and handle all aspects of a quality catering program.

9.3.8 The Offeror shall identify one of its staff members, who has training for this type of service, as a catering manager to oversee all aspects of catered events. This person's other duties should not conflict with these responsibilities. The Offeror shall provide back-up plans when the catering manager is not available.

9.3.9 To preserve campus relations with the community outside the College, the Offeror is discouraged from soliciting non-College related catering off-campus. However, the Offeror is encouraged to accept all such business which is requested by outside groups. The College reserves the right to approve all such business.

9.3.10 All catering equipment and supplies must be removed from the catered service site within two (2) working hours after the end of the event or before the start of the next event in that location, whichever is sooner. In no case will perishable food and other catering items be left in a room overnight.

9.3.11 The College will not allow the Offeror to require a gratuity. An optional gratuity may be requested.

9.3.12 The College will not allow delivery or setup fees for catering at any location on the main campus located at 500 8th Avenue in Lewiston including the President's residence UNLESS the order is under $100. Catering events in the SUB/CSL or Williams Conference Center will not incur a delivery or setup fee regardless of order amount. Off campus locations such Center for Arts & History, the Schweitzer Career & Technical Education building, and Workforce Training are not considered a component of the main campus and can incur a delivery fee.

9.3.13 Exclusive Rights and Exceptions
The Offeror will have exclusive rights to cater events on the LCSC campus with exceptions being the P1FCU Activity Center and Center for Arts & History. Exceptions to this exclusivity are:

1. Food/snacks/beverages for regular meetings of Associated Students of Lewis-Clark State College (ASLCSC) and recognized student organizations where the public is not invited. The Offeror is encouraged to offer a low-cost service that may meet this need and keep this business (and good will) on campus. The exclusion only applies to catering valued under $100 as priced by the current catering menu.
2. Birthday cakes/goodies/snacks provided by College faculty or staff members for other faculty or staff members in their office area.
3. Refreshments and food sold at annual events, i.e., Art under the Elms, Dogwood Festival, ASLCSC Christmas Craft Fair, NAIA World Series, held on campus. Groups will comply with Health Department regulations as well as Fire Code.
4. Special order cakes (wedding, anniversary, birthday, etc.) for receptions where the Offeror is providing other services (punch, etc.). If the Offeror is proposing a significant baking option, this exception may be waived upon proven ability to produce a quality product.
5. Brown bag lunches brought into meetings by individuals, not a sponsoring group.
6. Refreshments and cookies-and-punch type snacks for programs in, and sponsored by, the residence halls. The exclusion only applies to catering valued under $100 as priced by the current catering menu.
7. Instructional program events in which food is prepared and served by program students as a requirement for an instructional course. The instructional course will not compete for campus catering business and may not sell food, whether prepared or not prepared, or provide catering services to the campus community. Exceptions to this policy must be approved by the Vice President for Student Affairs in coordination with the Offeror.

Additionally, the Offeror must work with the College to produce some events in a nontraditional manner. These events support the mission of the College, and are generally traditional in nature. An example is the multicultural student dinner (prepared on-site in the central production kitchen with supervision and assistance of the Offeror's staff).

9.3.14 Catering Menu & Service Options

9.3.14.1 (ME) Provide a standard catering menu and list prices. Describe the cyclical menu for catering such as the frequency in the introduction of new items.

9.3.14.2 (ME) Provide pricing for each of the four levels of catering service as noted in 9.3.1.

9.3.14.3 (ME) Identify allergy/diet friendly catering menu items as prepared or with adjustments to the recipe. Describe how Offeror will accommodate dietary and allergy needs for menu choices not listed on the standard catering menu.

9.3.14.4 (ME) Describe the quality of food used in the standard catering menu such as source of food, beef/poultry grades, and the use of fresh produce.

9.3.14.5 (ME) Describe the standard portion size of proteins on the standard catering menu to allow for adequate price comparisons. Ex: quarter pound hamburger, two slices of bacon, or a single chicken breast.

9.3.14.6 (ME) Provide an example of two (2) seasonal menu items for each season: fall, winter, spring, and summer and detail the cyclical menu and number of seasonal items offered per calendar year.

9.3.14.7 (E) The College has a wide array of groups and budgets that utilize the catering service. If not included in the standard catering menu, provide a low cost or "value menu" catering option and list prices. Ex: campus tours, sack lunch options, and other express items available for pickup.

9.3.14.8 (E) Provide a conference package pricing structure for groups requiring more than one meal per day. Differentiate the pricing structure for packages based on number of attendees and provide either a conference catering menu or identify which items on the standard catering menu are options for conference package pricing. Conference package pricing shall include options for breakfast, lunch, and dinner; breakfast, beverage/snack, lunch, and beverage/snack; breakfast, beverage/snack, lunch, beverage/snack, and dinner; and other traditional conference meal/snack combinations.

9.3.14.9 (E) Describe in detail or provide pictures of the standard presentation of food. Examples should include the plating of appetizers, entrees, and desserts for a range of menu items from value to higher priced items.

9.3.14.10 (E) Describe in detail or provide pictures of the standard presentation of food tables such as linens, height of displays, etc.

9.3.14.11 (E) Describe in detail or provide pictures of the available options of banquet table linens and center pieces. List the price for each option.

9.3.14.12 (E) Describe whether Offeror can accommodate a customized menu item request, and if so, the process for this request and preparation.

9.3.14.13 (ME) Describe how Offeror will ensure adequate staffing, accurate scheduling, timely service, and other logistics associated with successful catering events.

9.3.15 Customer Input, Feedback, & Action Plan

9.3.15.1 (ME) Describe the plan to solicit input and feedback from catering customers. Include in the plan the method(s) in which feedback is sought and the frequency. Detail who will have access to each method of feedback, how the feedback will be utilized, and the action plan and timing of responding to the feedback.

9.4 Concessions Specifications and Terms

The Offeror shall receive rights to the food and drink concession sales made on the LCSC campus in the P1FCU Activity Center, which has a main concession located by the north entrance and a secondary location at the west entrance to the building. The main concession is the primary location used during events and the west entrance is open in addition to the main concession for certain high traffic events. The west entrance is considered a "student" entrance due to the proximity to the residence halls.

9.4.1 Concession Right Exceptions

Exceptions to this right includes: NAIA World Series, Warrior Athletic Association externally sponsored promotions, Warrior Athletics externally sponsored promotions, and Warrior Zone (official fan club) and other game day promotions in which external entities provide food at no cost to the College.

9.4.2 Sites/Locations

The Offeror shall provide adequate concessions services at all athletic and entertainment events unless otherwise requested by the College. In addition, the Offeror shall provide concession services to all other events and activities with an anticipated attendance of 100 patrons or more that supplement the normal athletic and entertainment events schedule, unless otherwise requested by the College.

9.4.3 Menu and Ordering

Menu items for concessions shall include traditional event fare such as, but not limited to: hotdogs, nachos, hamburgers, French fries, popcorn, pretzels and cheese, candy selection, and beverages. Emphasis should be placed on innovative items which will create interest in the concessions operations and encourage a high level of patronage. Menu items should reflect variety and innovation in market trends. Signature items should be developed. Also, types of products should be varied with types of events, ex: a youth-oriented event may have different product offerings than a traditional sporting event.

9.4.3.1 (ME) Submit a plan to operate concessions, which includes but is not limited to: menus; prices/portions; any and all national, regional or local brands or branded concepts that your company will provide in the concessions environment; staffing levels; and promotion of specialty items or products unique to the concession industry. Describe which concession stands will be open depending upon the anticipated event attendance, the number of open cash registers per concessions stand, and any special offerings targeting students at the west entrance concession stand. Describe Offeror's plan for determining which menu items will be offered at the concession stand and for assessing the efficacy of those choices.

9.4.3.2 (E) Describe ordering/point of sale and delivery options such as in person, online website, text to order, or an app and the staff, equipment, and software necessary to facilitate these options. If new equipment or software is necessary, list the cost and the expectations for the Offeror's portion of this cost.

9.4.3.3 (E) Describe the preparation plan for each menu item that is not grab and go. Ex: time of preparation in relation to the start of an event, anticipating peak times and preparation plan adjustments, and how this preparation plan will assure optimal food and service delivery times.

9.4.4 Service Organization Staffing

The Offeror is encouraged to use service organizations from the campus and community to supplement its permanent staffing for the concession's operations. Preference should be given to student groups over community groups.

9.4.4.1 The Offeror shall continually initiate methods to promote public relations among service organizations by allowing student organizations or local groups to work concession areas.

9.4.4.2 The Contractor shall provide adequate training and supervision for service organizations to assure that food is handled in a safe and sanitary manner, that all monies are accounted for and that customers receive fast and friendly service.

9.4.4.3 (E) Provide a plan to solicit, select, train and supervise volunteer organizations to staff the concessions stands for various events. Include a sample of the job description or handbook that will be used to set standards for the volunteer groups.

9.4.4.4 (E) Describe the commission or payment plan for volunteer service groups.

9.4.5 Equipment

The Offeror shall provide all equipment and accessories necessary to operate the concessions stands, including but not limited to, nacho cheese warmer, hot chocolate and coffee machines, POS electronic transaction systems, delivering reports, etc., and necessary to adequately perform/conform to accepted concession services standards throughout the term of the contract. Offeror shall clean and maintain any and all College equipment used to supplement concession services.

The College shall provide the grill, fryer, freezer, popcorn machine, ice machine, and hot dog cooker.

9.4.6 Control System

A concessions control system is required to be provided by the Offeror and a device to accept major credit cards.

9.4.6.1 (ME) A cash register/ electronic system for controlling product and monitoring sales at concessions stands is required. Include the number of units that will be provided, the product description and value of this system. The cash register or secondary system must be capable of taking all major credit and debit cards in a timely manner to accommodate high traffic and reduce wait times. The College will provide a connectivity for accepting the campus student ID card for debit transactions.

9.4.6.2 (M) Describe Offeror's system to account for the product distributed to each service location and for balancing the cash against the product at the end of each event.

9.5 Coffee Shops

The College has two coffee shop locations (Jitterz & Doks) and a self-service station (Serenade). Jitterz is a coffee shop located on the lower level of the SUB/CSL next to the Marketplace. Current offerings include coffee and espresso drinks as a "Proudly Serves Starbucks" location. A selection of grab and go items and baked goods are also available. Jitterz is currently subcontracted out through the current food service contractor.

Doks is an espresso stand in a self-contained small, somewhat portable building located outside of the SUB/CSL. Historically, the food service contractor had offerings at this facility including coffee and espresso drinks and assorted baked goods. Doks was named by the current food service contractor but was taken offline due to staffing challenges and its proximity to Jitterz. The building is still available for use by the current or a future food service contractor. Proposals should include options for year-round or seasonal use of the facility.

The Schweitzer Career and Technical Education Center has a Starbucks Serenade self-service machine that offers coffee, tea, and hot chocolate. The Serenade is currently maintained by and was purchased in 2018 by the current food service contractor.

The Offeror is encouraged to propose changes or reconfiguration of the coffee shops' product mix, equipment, and service style to meet the program that they feel is best supported by their market analysis. Additionally, the number of coffee shops and service locations should be considered in this proposal.

Additionally, the College is interested in food service options being available for extended and continuous hours to assist in our efforts to increase campus engagement. Also, there is a desire for coffee and grab and go items to be available during the holiday breaks and summer sessions that are scheduled work times for employees. As such, Offeror should consider this information when responding to the menu and hours of operation for coffee shops.

9.5.1 Concepts & Menu

9.5.1.1 (ME) Describe in detail what concepts Offeror proposes for Jitterz and/or Doks and why these are chosen. List any national, regional, or local branded concepts or trends. Consider differentiated options if proposing concepts for both Jitterz and Doks. If offeror declines to propose a concept for Doks, the College reserves the right to make it available to other vendors

9.5.1.2 (ME) Provide a menu with prices per item and list portion size.

9.5.1.3 (ME) Provide a list of grab-and-go items for sale and pickup at each location such as baked goods, fresh items, cold, hot, and microwaveable. Describe whether items are purchased or produced in house and the cyclical menu and timeframe for introducing new items. List the price for each item and the freshness date timeframe (ex: prepared on day one and offered until end of day two then removed from shelf).

9.5.2 Seasonal Offerings

9.5.2.1 (ME) Provide an example of two (2) seasonal menu items for each season: fall, winter, spring, and summer and describe when seasonal offerings will be introduced throughout the calendar year and the number of new items introduced for each season.

9.5.3 Hours of Operation

9.5.3.1 (ME) Submit proposed hours of operation for Jitterz and Doks and which menu items will be available during each service period. Include hours of operation during fall, winter, and spring breaks and working holidays (https://www.lcsc.edu/registrar/academic-instructional-calendars and https://www.google.com/url?client=internal-element-cse&cx=005940473117795338789:bg8klueq83a&q=https://www.lcsc.edu/media/8744/holiday-schedule.xlsx&sa=U&ved=2ahUKEwi3qJrOj-j7AhXjM0QIHRudCQQQFnoECAYQAQ&usg=AOvVaw04p3YAnAaieHIBTJwaTtuK).

Describe the rationale for the proposed hours of operation and what data will be collected to assist in future hours of operation proposals.

Current hours of service are as follows:

- Jitterz
  - Monday through Thursday 7:00 a.m. – 3:30 p.m.
  - Friday 7:00 a.m. – 1:30 p.m.
  - Saturday – Sunday Closed
- Doks (currently not in use)

9.5.4 Ordering

9.5.4.1 (ME) Detail the timing of the preparation of food at each location and the number of staff required to meet anticipated timing (ex: 3-minute wait time for coffee items during peak hours).

9.5.4.2 (E) Describe ordering/point of sale and delivery options such as in person, online website, or an app and the staff, equipment, and software necessary to facilitate these options. If new equipment or software is necessary, list the cost and the expectations for the Offeror's portion of this cost.

9.5.5 Customer Input, Feedback, & Action Plan

9.5.5.1 (ME) Describe the plan to solicit input and feedback from coffee shop patrons (service levels, menu, hours of operation, etc.). Include in the plan the method(s) in which feedback is sought and the frequency. Detail who will have access to each method of feedback, how the feedback will be utilized, and the action plan and timing of responding to the feedback.

9.6 Student & Employee Engagement

The College is working toward strengthening engagement within the student population and making the SUB/CSL, which houses the Marketplace, a more vibrant and active facility.

9.6.1 (E) Describe a plan to offer special events in relation to food service and/or in relation to the College. Describe how these special events will assist in the College's engagement initiative and which population(s) are targeted for each event (students, employees, community members, etc.). Special events are defined as **singular events.** If there is a cost to the College associated with the special event, please list the cost.

9.6.2 (E) Describe a plan to offer special programs in relation to food service and/or in relation to the College. Describe how these special programs will assist in the College's engagement initiative and which population(s) are targeted for each program (students, employees, community members, etc.). **Special programs are defined as a set of structured activities.** If there is a cost to the College associated with the special program, please list the cost.

9.6.3 (E) Describe how Offeror has partnered with educational divisions/departments and/or offered programs in partnership at other institutions. Detail which partnership opportunities may be options at LCSC.

9.6.4 (E) Describe how Offeror will engage College administration with food services. Ex: invite to serve food on special occasions, solicit input/involvement for campus events, partner on special projects, etc.

9.6.5 (E) Describe a plan to engage the food service staff within the campus community outside of food service activities and events.

9.6.6 (E) Describe how Offeror will arrange staffing and otherwise support extra-curricular student programming such as talent nights, performances, etc.

9.6.7 (E) Describe how Offeror believes food services can be leveraged to support the college's enrollment goals.

9.6.8 (E) Detail Offeror's experience in supporting campus visitations and tours and how you will support these activities at the College.

9.7 Marketing

From a business perspective, marketing denotes the blending of both the creative and the financial sides of an operation to ensure consumer demand. As a partner with the College, the Offeror is expected to implement advertising and promotional programs that enhance the visibility and image of the College Dining Service. Therefore, to promote a successful service/sales environment, the Offeror shall annually develop and submit to the College for review a comprehensive marketing plan designed to maximize this financial opportunity and service for the students, the College, and Offeror.

Additionally, the Offeror shall provide monthly strategic analysis of data information relative to the "Plan" and make necessary adjustments accordingly. The College will reasonably cooperate with the Offeror in promotion and merchandising its services and products to attract more customers and to more fully utilize the dining services.

9.7.1 Meal Plan Advertising
As part of its marketing plan, the Offeror shall, at least annually, provide information for marketing meal plans to existing and prospective students. The Offeror will make this information available to the offices of Residence Life, Admissions, and International Programs no later than 30 days after meal plan rates are approved.

9.7.2 Printing and Distribution Costs
The Offeror shall be responsible for all costs associated with advertising and promotional efforts through printed or other media methods. At a minimum, the Offeror shall disseminate information to students, faculty and staff regarding catering menus, meal plans, and Marketplace monthly, weekly and daily menu calendars in print or digital formats.

9.7.3 Campus Mail Service
Dining service promotional materials may be included in College promotional mailings so long as this inclusion does not materially affect the mailing costs. Other materials, produced, printed, and mailed at the Offeror's cost, must first be approved in writing by the College.

9.7.4 Promotions/Coupons
As a part of its marketing strategy, the Offeror shall annually budget for and provide buyer/consumer incentives that help drive purchases and/or introduce new products in all concession, catering, and retail formats. Plans should include, but not be limited to, value added packaging, group sales (student org. etc.), special event program packaging, frequency incentives, etc.

9.7.5 Marketing and Merchandising
The Offeror shall continually initiate ideas for varied methods of service, merchandising, public relations, promotion and menu presentation in all retail operations to increase usage, improve service and products, and maximize potential revenues. Such endeavors shall be implemented in a manner typical of successful comparable commercial operations. Changes to the College's signage and fixtures requires prior written approval.

9.7.6 Marketing Plans

9.7.6.1 (ME) Submit a comprehensive on campus marketing plan for retail/food service in the Marketplace. Include sample brochures/marketing pieces and/or links to digital examples.

9.7.6.2 (ME) Submit a comprehensive on campus marketing plan for meal plans to residence halls students and non-residence hall students such as commuter students and staff. Include sample brochures/marketing pieces and/or links to digital examples.

9.7.6.3 (ME) Submit a comprehensive on campus marketing plan for catering including conference catering. Include sample brochures/marketing pieces and/or links to digital examples.

9.7.6.4 (ME) Submit a comprehensive on campus marketing plan for concessions. Include sample brochures/marketing pieces and/or links to digital examples.

9.7.6.5 (ME) Submit a comprehensive on campus marketing plan for the coffee shop(s). Include sample brochures/marketing pieces and/or links to digital examples.

9.7.6.6 (ME) Submit a comprehensive on campus marketing plan for special/seasonal/premiere events. Include sample brochures/marketing pieces and/or links to digital examples.

9.7.6.7 (ME) Submit a plan to create nutritional and allergy awareness along with plans to prominently label/identify food offerings. Include sample brochures/marketing pieces and/or links to digital examples.

9.7.7 Menu Advertising

The Offeror must advertise the current week plus one (1) additional week at all times for the Marketplace. This includes menu options for each service station during each service period and the associated nutritional and allergen information and price.

9.7.7.1 (ME) Describe how Offeror will advertise the menu for the Marketplace. Detail the method(s) of delivery (electronic, paper, display board, etc.).

9.7.8 Customer Input, Feedback, & Action Plan

9.7.8.1 (ME) Describe the plan to solicit input and feedback from students, staff, guests, and residence hall students with regards to the overall food service operation. Include in the plan the method(s) in which feedback is sought and the frequency. Detail who will have access to each method of feedback, how the feedback will be utilized, and the action plan and timing of responding to the feedback.

9.8 Career and Technical Education Center

The College operates the Schweitzer Career and Technical Education Center approximately 3.5 miles from the main campus. The estimated number of students attending programs is 75-100 and there will be approximately 21 staff located at this facility. The building includes a space set up for staging catered events. There are vending machines for cold food items and beverages also available.

9.8.1 (ME) Describe how Offeror would assess the need and feasibility of food service offerings in this location. Provide a brief plan for how Offeror would address food service needs at this location and the criteria that would be used to determine the parameters of this plan. The plan must include how meals would be provided to students with meal plans who could not access food at the Marketplace during regular hours. Additionally describe how Offeror will manage catering events at this location.

9.9 Sustainability

The Offeror is encouraged to assist in the College's sustainability/recycling initiatives and to assist in strengthening these efforts.

9.9.1. (E) Describe Offeror's sustainability initiatives and Offeror will assist the College in sustainable operations (food waste, uneaten food, recycling, composting, carbon footprint - printing, biodegradable containers, etc.) and education/awareness. Describe on-site investments Offeror would make to promote and implement sustainability.

9.10 Financial Proposal

9.10.1 Commissions and Guarantees

9.10.1.1 The College requires a minimum of 8% commission from net sales for the Marketplace, coffee shop(s), and catering or a minimum of $30,000 annually, whichever is greater.

9.10.1.2 The College requires a minimum of 25% commission from net sales for concessions.

9.10.2 Propose minimum guarantee and commissions as a percentage of net sales less applicable sales tax for:

9.10.2.1 (ME) Retail Operations (The Marketplace and coffee shop(s))

9.10.2.2 (ME) Branded Concepts, if applicable (list separately if different percentages apply)

9.10.2.3 (ME) Catering

9.10.2.4 (ME) Concessions

9.10.3 (M) Offerors are required to submit a schedule of financial terms and a supporting pro forma year one budget. Also provide any other financial data that could be used to evaluate your program and program alternatives.

9.10.4 Total Other Proposed Investment and Financial Requirements

The College is interested in creative concepts and ideas to refresh the food service and dining areas, and in accommodating the food service proposal needs. The Offeror is encouraged to include other proposed investments and development as a part of this contract. Any proposals shall include the monetary value of this proposal (i.e., facilities investment, profit sharing, etc.)

As such, per the proposed food service concepts, menus, etc. at each location and general service and dining areas:

9.10.4.1 (E) List the furniture, fixtures, equipment, signage, or other improvements that Offeror plans to provide to enhance/change the environment of the College's food service and dining area. Indicate the value of this proposal.

9.10.4.2 (E) Describe any other proposed investments, programs, or offerings such as orientation or campus luncheon sponsorships, beverages/snacks for campus tour groups, food vending machines, delivery robots, micro marketplaces, board meal equivalency for student emergencies or food insecurity, etc. Indicate the value of this proposal.

9.10.4.3 (M) The Offeror is required to provide the College administration with four (4) $250 per semester declining balance cards for a total of $500 per year per card or a total cost of $2,000 per year.

9.11 Facility Remodel and Continuous Improvement of Facility

The College is interested in proposals for a dining and serving facility remodel and continuous improvement and prepared to be a partner in this future process.

9.11.1 The College shall request the Offeror to provide an architectural concept/schematic, at the Offeror's cost, for a remodel of these areas in a future exploratory process that will occur within one year of Contract award.

9.11.2 (ME) Describe potential concepts and ideas for making the spaces (serving and dining areas) more inviting, exciting, engaging, etc.

9.11.3 (E) Indicate any commitment by the Offeror to provide expertise and a monetary contribution towards this remodel and/or continuous improvement. Indicate the value of this proposal.

9.11.4 (ME)The Offeror shall provide an annual financial enhancement fund (and anticipated value) to reinvest in college food service capital equipment, furnishings and building components. The Offeror shall provide an annual maintenance fund for repairs of equipment or other operational items. The Offeror and College shall meet to review and discuss maintenance or enhancement projects with the College having final approval.

9.12 Technology Requirements

The College requires that the Offeror include a Point-of-Sale system to include card readers for all retail food service and concession locations with the equipment that will be provided to the College. The Offeror's Point of Sales system should be able to utilize the latest technology, including high-speed registers, credit cards, and campus card system delivered through touch screen operated registers. This system would allow the Offeror to view up-to-the-minute sales figures, past sales history, and create other reports. The College requires that the Offeror pays for the yearly externally-hosted software system and all license fees ("POS License Fee") of this system based on the number of POS stations and licenses required for Food Service Operations. The Offeror is also responsible for providing all POS sales machines and registers.

Offerors are required to describe the technology proposed to be deployed at the College. The technology plan must describe programs that will be implemented in all areas, including Residence Dining, Retail, Catering, and other services.

9.12.1 (ME) Describe POS systems that will be deployed to manage dining service sales and inventory.

9.12.2. (ME) Describe any data integration needed to enable the POS system hosted by the Offeror to work appropriately. List how data will be securely transferred between systems and any APIs available for data exchange. Provide a data map and simple data dictionary listing all fields, their content, and restriction. (Preference will be given Offeror who can provide integration to Ellucian Colleague through Ellucian Ethos).
9.12.3 (E) Describe the online catering solution that will provide the College community the ability to order non-custom catering online. Describe major features, how the system will be deployed, and how the system will be updated and remain current. Please provide sample screenshots.
9.12.4. (E) Describe how Offeror will deploy a website and online nutritional information for the College community. Provide a site map that includes the pages that will be included, a schedule on how often the site will be updated, and other innovative features that will enhance the dining service experience.
9.12.5 (E) Describe how Offeror will embrace social media to connect and communicate with students, faculty, and staff. What apps will be used, how will they be managed/updated, and what requirements will be provided by the College to implement a successful social media program?
9.12.6. (E) Describe any other technologies that will be deployed at the College to enhance the dining services experience and efficiency.

10 GENERAL REQUIREMENTS

These specifications apply to the contract board, retail, concessions, catering, summer program dining, casual Meals, and Branded Concepts Operations.

10.1 Access to Premises

A new Offeror shall have access to the premises at reasonable times, as determined and coordinated by the College, prior to the termination or expiration of the present food service Agreement. A new Offeror shall not interrupt or disturb the operation of the present Contractor. The College shall provide the new Offeror's on-site manager with a desk and telephone to use during the transition.

The new Offeror shall pay all costs associated with the transition.

10.2 Equipment - Inventory, Procurement, And Repairs

10.2.1 The College shall provide an initial inventory of expendable and non-expendable supplies and equipment (e.g., china, glassware, flatware, trays and kitchen utensils) necessary for the efficient operation of the dining service.

10.2.2 Prior to the start of the Agreement, the College and the Offeror shall jointly inspect the inventory of such equipment and shall jointly determine the extent of required repair and/or replacement for which the College shall be responsible.

10.2.3 Additional new items and/or increased inventory levels of expendable and certain non-expendable equipment shall be provided by the Offeror as required by changes in enrollment/occupancy and/or methods of preparation and service. These purchases shall be subject to the depreciation/amortization clause contained within this Agreement.

10.2.4 The offeror shall supply point of sale (POS) system, including all cash registers and POS equipment, which must be operational at least two weeks prior to the Fall term. System and equipment must be compatible with the College's student card system. The College is currently in the process of selecting a new student card system that is intended to be in place in June 2023.

10.2.5 The College shall be responsible for providing the initial capital equipment, replacing said equipment that is worn beyond repair and/or obsolete, and purchasing additional capital equipment as required. Such equipment shall include furniture and fixtures required for the dining rooms.

10.2.6 By mutual Agreement, the College will provide existing College-owned office furniture at no charge to the Offeror. The Offeror shall be responsible for maintenance of such furniture in good condition and repair. The Offeror may opt to provide its own office furniture.

10.2.7 With respect to the equipment provided by the College, the College makes no implied or express warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. However, the Offeror shall have the benefit of any warranty or guarantee given the College by the manufacturer or the seller of the equipment.

10.2.8 After consultation with the Offeror regarding the disposition and use of excess capital, non-expendable, or expendable dining service equipment owned by the College, the College may declare as surplus and dispose of any such surplus property.

10.2.9 On termination or expiration of the Agreement, the College shall conduct a physical inventory of all non-expendable supplies and capital equipment. At that time, the Offeror shall surrender the facilities and non-expendable supplies and equipment to the College in as good condition as at the start of the Agreement, ordinary wear and tear and loss or damaged by fire, flood and other perils covered by extended coverage insurance excepted. The inventory must be equal to the original inventory plus any additional (not replacement) equipment provided during the life of the Contract.

10.2.10 The Offeror, at its cost, shall provide any and all office equipment necessary for the management of the dining service operation. Offeror's computer equipment shall be able to communicate with the College's computer networks and shall interface with the College's electronic mail systems (Microsoft Office 365).

10.2.11 If there are food and beverage items, or Offeror's personnel, which/who must be transported by motor vehicle, the Offeror shall be responsible for providing: 1) all vehicles necessary to the purpose; 2) adequate and qualified staff to operate the vehicle; 3) appropriate insurance to cover the activities; and 4) purchasing campus parking permit to park vehicle. The Offeror shall be liable for damages or injuries caused by negligent operation of the vehicle by the Offeror's employees or agents.

10.2.12 The Offeror shall be responsible for performing the proper use and care for the equipment and facilities it is assigned and or uses in the performance of its daily duties. The Offeror shall be responsible for performing first level (operator) preventative maintenance on equipment, fixtures, furnishings and building components. (e.g., sharpening knives and slicers, routine cleaning and sanitizing, emptying of drip trays, polishing of metal surfaces).

10.2.13 The Offeror shall provide, at its own cost and expense, any other equipment not provided by the College, which the Offeror deems necessary to implement its concept. The installation of contractor-owned equipment shall require the prior written approval of the College.

10.2.14 Vendor representatives of the Offeror, who normally provide checks and reports as part of their equipment or product service, shall be encouraged to make frequent inspections. The Offeror shall furnish a copy of all inspection reports to the College immediately upon receipt. The Offeror shall be responsible for implementation of corrective measures and shall within five (5) working days provide to the College a written report of these actions.

10.2.15 The Offeror shall be responsible for timely notification to the College of required repairs of existing capital equipment, furnishings and building components in writing or by electronic mail. The cost of these repairs shall be paid by the College, except where it has been determined by the College that damages were due to Offeror negligence. In the event of Offeror negligence, the College shall, at its option, request the Offeror to pay for the necessary repairs or replacements without charging such costs against the account.

10.3 Food and Other Supplies

10.3.1 The Offeror shall be responsible for all costs for required food, paper, office, janitorial and chemical supplies for the operation of the dining facilities.

10.3.2 If the dish washing facilities become inoperative and paper or other disposable service is required, the Offeror shall be responsible for providing and maintaining an inventory of paper service adequate to meet emergency needs. The Offeror shall pay all costs associated with providing this emergency service.

10.3.3 On expiration or termination of the Agreement, inventories of food and expendable supplies of the Offeror shall remain those of the Offeror. Final payment to be made to the Offeror by the College (transfer of funds from the fee/meal plan account), if any, shall be withheld until all transactions or arrangements for the inventory removal have been completed to the satisfaction of the College.

10.4 Utilities

10.4.1 The College shall be responsible for providing electricity, gas, steam, water, sewer service, and air-conditioning for the food service operation areas.

10.4.2 The College does not guarantee an uninterrupted supply of water, steam, electricity, telephone service, gas, heat or air conditioning. However, the College shall take reasonable efforts to effectuate restorations of the service following an interruption. The College shall not be liable for any product loss, which may result from the interruption or failure of any such utility services.

10.4.3 The Offeror shall assume responsibility for maximum utility/energy conservation. The Offeror shall adopt and enforce a policy of turning off or down lights, fans, water, ovens, steam equipment, dish machines, tray accumulators, garbage disposals, and other energy consuming items when the dining service facilities are not in use or when business volume dictates a reduction in the use of utilities.

10.4.4 The Offeror shall be responsible for the costs of installation of additional telephone equipment, repair and line maintenance, and local and long-distance service charges. The College operates its own telephone system. At least the onsite manager and unit managers (catering, head chef, etc.) must have a telephone extension and the telephone equipment is provided by the College.

10.5 Sanitation and Safety

10.5.1 The Offeror shall provide daily housekeeping, cleaning (counters, floors, etc.), routine preventive maintenance, and sanitation service which includes necessary commercial equipment and supplies for all assigned food service areas. These facilities shall include, but are not limited to, production and serving areas, snack bars, coffee shops, concession and catering areas, delis, bakeries, brick oven, refrigerators, freezers, employee restrooms/lockers, food service employee offices, and receiving and storage areas used by the Offeror. All areas should be kept in a clean, orderly, and presentable state throughout the day, with food service staff cleaning as needed. The College reserves the right to inspect facilities for cleanliness and sanitation, and to request immediate corrective action at the Offeror’s expense if standards are not being maintained.

10.5.2 The Offeror is also responsible for the following during and after each service period in the SUB/CSL lower-level public seating areas (dining, Jitterz, window seating, etc.): bussing tables and public counters, picking up trash from floors, cleaning convenience microwave ovens provided for customers, cleaning and sanitizing table tops and chairs, cleaning of food and beverage spills, and for emptying trash cans.

10.5.3 The College shall be responsible for end of day cleaning and care of the public seating areas in the SUB/CSL such as the end of day emptying of trash cans, vacuuming, and hard surface floor care.

10.5.4 The Offeror must attend to all food or beverage spills in all areas associated with the food service immediately during food service hours.

10.5.5 The Offeror shall have adequate personnel with sufficient training to ensure that all employees are trained in the highest standards of sanitation and safety, and supervised in a “clean as you go” policy that will result in a clean and orderly facility at all times. The facility will be completely cleaned and sanitized at the end of business each day. In no case will food or soiled counters/serving equipment/dishes be left for cleanup the following day.

10.5.6 Twice annually, within 20 days after the last day of the spring semester and again during winter break, the Contractor shall complete deep cleaning of the food preparation and serving areas including but not limited to all equipment in the kitchen and serving area, counter tops, work surfaces, cabinets, and floors.

10.5.7 When the dining service areas are closed for College breaks in schedule, these areas shall be left in a clean and ready-for-inspection condition. Work schedules shall provide sufficient personnel and time for heavy duty cleaning prior to a shutdown of three (3) or more days.

10.5.8 The Offeror shall develop, implement, and update cleaning and sanitation schedules for all equipment and areas as assigned. Cleaning must be sufficient to provide routine protective maintenance against unnecessary deterioration, and provide a clean, neat and sanitary appearance. Upon review and approval by the College, schedules shall be posted and implemented within 30 days of the beginning of the Agreement. Implementation shall include keeping record of daily cleaning completed and shall be made available upon request by the College.

10.5.9 The Offeror shall be responsible for routine day-to-day cleaning of the hoods and filters.

10.5.10 The College shall be responsible for periodic cleaning of hood ducts, plenums and related vents and fans and routine cleaning maintenance of the hoods and filters.

10.5.11 The College shall be responsible for periodic stripping, sealing, waxing and buffing of all non-carpeted floors, excluding porcelain or clay tile; and periodic shampooing or extraction of carpeted areas and furniture.

10.5.12 The College shall be responsible for periodic cleaning of draperies, blinds, ceilings and outside windows, air distribution devices, and light fixtures, including maintenance and replacement of light bulbs.

10.5.13 The College shall furnish and maintain fire extinguisher equipment (both portable and hood) and supplies. Offeror shall notify the College immediately after any fire extinguisher use or discharge.

10.5.14 The College shall be responsible for all costs and maintenance of insect and pest control in all assigned areas for production, service and storage. The Offeror and the College shall mutually agree on the frequency of such control work.

10.5.15 The College will provide for the removal of trash and garbage from College-assigned collection locations. The Offeror shall cooperate with the College in minimizing disposal costs. Storage of refuse and recycling should be in appropriate containers and in unobtrusive areas of the facility, not in the production or dining areas. Disposal of grease is at the Offeror’s expense. Recycling of grease should be done in an appropriate container, and the immediate area should be kept clean and free of spills and debris.

10.5.16 All trash and garbage shall be placed in the appropriate containers or compactors. Spills around trash accumulation/compaction areas shall be cleaned up when they occur by the person initiating the spill.

10.5.17 Strainers and screens shall not be removed from drains except to clean them. Drain clogs caused by missing strainers and screens will be cleared and charged back to the Offeror for the time and materials. Bulk foods from cooking (especially items such as rice, grain, etc.) will be disposed of in the garbage, and not in garbage disposals or drains.

10.5.18 The Offeror is responsible for ensuring the proper use of garbage disposals to avoid unnecessary repairs. If the College determines that improper use such as utensils, large items, or overloading the disposal results in damage, the Offeror is responsible for such repairs or replacement. The College is responsible for routine maintenance, repairs, and replacement.

10.5.19 The Offeror is responsible for ensuring the proper use and maintenance of the dishwasher (cleaning of screens and the machine in general). If the College determines that improper use or lack of maintenance results in damage, the Offeror is responsible for such repairs or replacement. The College is responsible for routine maintenance, repairs, and replacement.

10.5.20 The Offeror shall be responsible for providing an adequate inventory of table linens, table skirts, employee uniforms, aprons, jackets, towels, and other related dining service linens. The Offeror will be responsible for cleaning and maintaining an adequate inventory of these items. Employees shall be in uniform and wear visible nametag identification at all times while on duty. The College reserves the right to approve uniform selections. Management shall be appropriately dressed (but not necessarily in uniform) and wear nametag identification.

10.5.21 The College requires the Offeror's uniform to be cross branded with the College's name and logo. Uniform logo design must be approved by the College's Vice President for Student Affairs.

10.5.22 The Offeror shall be responsible for providing food handler certificates as required by law and shall make such records available for review upon College request.

10.5.23 The Offeror's employees shall be neat and tidy in appearance and shall follow established hygiene practices and Health Code Regulations in the handling of food. The Offeror is responsible for insuring compliance with Health Code Regulations.

10.5.24 The Offeror shall not allow employees with known illnesses which are transmitted through the air or via the food products, equipment or other media; open sores; or other symptoms to work. Any contagious disease such as hepatitis or COVID-19 must be reported immediately to the College.

10.5.25 The Offeror is urged to recycle food, packaging, and other items to the extent that there are available markets and outlets for the products and it meets state and local sanitation and safety regulations. Note that Idaho Code Section 6-1302 protects food establishments from liability when donating perishable or nonperishable food.

10.5.26 An aggressive program of accident prevention and safety education shall be adopted and implemented by the Offeror. Proper instructions on the use of equipment and food handling techniques shall be provided in the promotion of a safe and accident-free environment.

10.5.27 The Offeror shall immediately report fires, unsafe conditions, thefts, and security hazards to the College and to the appropriate facility coordinators. The Offeror shall immediately fix and/or report any citations by local, state or federal agencies or those identified by the College's staff for unsafe conditions to the College.

10.5.28 The College reserves the right to regularly and periodically conduct an unannounced inspection with or without the Offeror. Consultant inspectors for all state and local authorities and from the College shall have complete cooperation from the Offeror. When state and local authorities arrive for inspection, the College shall be notified and, whenever practical, shall be present for the inspection. A copy of the inspection report shall be transmitted by the Offeror to the College within 72 hours of receipt. Within five (5) working days, the Offeror shall provide the College with a written report of corrective action. In the event that corrective action is a joint responsibility, the Offeror shall notify the College of its responsibility in the matter and shall work with the College in the implementation of such action.

10.6 Space Use

10.6.1 The College retains the right, without interfering with normal food service, to use the dining areas for a variety of activities which may or may not be food service related.

10.6.2 When the Offeror uses areas which are not assigned to it pursuant to this Agreement, or which are not primarily intended for dining service (e.g., meeting rooms and lounges) for such purposes (catered meals, receptions, etc.), the Offeror shall perform the appropriate preparation of and cleanup for that area. Facilities shall be restored to conditions satisfactory to the College before the next scheduled use of the area or close of business that day, whichever is sooner. This includes maintenance and sanitation of the area, furniture rearrangement, equipment and trash removal.

10.7 Security

10.7.1 The College shall provide general security to the campus locations occupied by the Offeror. It is agreed that the campus locations assigned to the Offeror are for use solely to fulfill the Offeror's duties, and that the Offeror shall at all times keep College facilities secured. In the event the Offeror is required to share premises e.g., the SUB/CSL, the Offeror is responsible for maintaining the College's standard of security during those times the College's portion of the facility is closed. The Offeror shall be responsible for any loss or damage resulting from Offeror's failure to provide adequate security under these circumstances. Access to College facilities beyond normal facility hours must be approved in advance in writing by the appropriate facility coordinators. The Contractor must notify and gain approval from the SUB/CSL Director if an event is requested outside of this facility's normal business hours.

10.7.2 The Offeror shall be responsible for accounting for the location of any keys or locking devices provided to the Offeror at the onset of the contract. The Offeror shall be responsible for the cost of replacement for lost keys. The Offeror will notify the College immediately if keys are lost, stolen or misplaced. If the College determines that keys lost by the Offeror or its employees could compromise campus security, the Offeror shall be responsible for paying all costs associated with re-keying designated locations. Prior to the commencement of the Agreement, or at any time during the Agreement term, the Offeror may request the College to re-key the facilities with the Offeror paying any costs of such re-keying.

10.7.3 The Offeror shall be responsible for immediately reporting to the College any break-ins or unauthorized entries into the food service areas and all property losses associated therewith. The Offeror shall be responsible for reporting to the College all accidents involving its staff or customers and all disputes or behavioral incidents involving staff or patrons which occur in or around the College. The Offeror shall be responsible for reporting to the College any and all suspected internal theft or embezzlement. The Offeror is responsible for such losses.

10.8 Nutrition

10.8.1 To accommodate the food service customers' preferences, the Offeror's on-site management should have the ability to alter recipes for reduction of certain ingredients especially salt, fat, and sugar, or corporate headquarters should provide recipes for such alterations. However, all condiments shall be available for students who prefer hot and spicy, sweet, salt or other flavor enhancers.

10.9 Purchasing Standards

Food purchased by the Offeror for use at the College shall meet or exceed the purchasing specifications for each item listed below. Minimum food specifications as follows:

10.9.1 Beef and Veal - USDA Choice, except for meat used in extended dishes which may be USDA Standard

10.9.2 Lamb - USDA Choice

10.9.3 Poultry - USDA Grade A

10.9.4 Seafood - USDA Grade A

10.9.5 Eggs - USDA Grade A (Large or Medium); the use of a processed or liquid egg product must be approved by the College

10.9.6 Dairy Products - USDA Grade A

10.9.7 Frozen Foods - USDA Grade A Fancy

10.9.8 Fresh Produce - USDA #1 Quality

10.9.9 Canned Foods - USDA Grade "A" Fancy, except Choice may be used for cooking purposes; fruits should be packed in light syrups.

10.9.10 Cheeses such as Cheddar, Swiss and Monterey Jack shall be all natural, non-processed, when served as a prime ingredient in an entree, a sandwich ingredient, and sandwich spreads. American Process Cheese may also be served as a sandwich ingredient. In addition, processed cheese may be used in some cooking or as a less expensive alternative for some non-entree foods.

10.9.11 Ground Beef - USDA Standard or better, ground beef and beef patties shall be 100% all beef and fat content shall not exceed 25%.

10.9.12 Veal and Pork steaks shall be solid meat portions - unbreaded and not pre-formed from chopped or ground meat.

10.9.13 Frankfurters/Hot Dogs - maximum 8 per pound, all beef. Turkey franks may be used as an alternate to satisfy certain health and ethnic diet requirements.

10.9.14 Processed lunch meats such as bologna and salami shall be a quality "all beef" or turkey product.

10.9.15 Fruit juice shall be one hundred percent all juice without additives, enhancers or artificial flavorings.

10.9.16 Juice drinks may be served in addition to the juice requirements but must be clearly labeled and the ingredients readily available to the consumer.

10.9.17 All meat shall be cut to USDA I.M.P specifications. All meat cuts shall be in accordance with USDA I.M.P. specifications. The food specifications listed in this section are intended as minimum standards only, and the Contractor is encouraged to exceed these minimum standards wherever possible. All other food products not included in the above specifications shall be of comparable quality.

10.9.18 Purchase of food, supplies and equipment shall meet requirements of the United States Department of Agriculture (USDA), Food and Drug Administrations (FDA) and National Sanitation Foundation (NSF). In the absence of grade labeling, the Offeror shall provide the College upon request with package labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided.

10.9.19 The Offeror shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storing and inventorying of all foods and direct supplies. Offeror shall pay for all food and direct supplies related to food production service and management applicable to this Agreement.

10.9.20 The College reserves the right to periodically inspect the Offeror's inventory of food and supplies or review invoices to ensure that purchase standards are maintained.

10.9.21 Specifications for replacement of inventory of equipment, china, flatware and glassware by the Offeror shall match existing inventory exactly, or shall require the College's review and approval.

10.10 Preparation Standards

Vegetable shortening rather than animal shortening must be used for food prepared on site. The Offeror is strongly encouraged to purchase food prepared with vegetable shortening. If this is not possible, then the food served must be clearly labeled as containing animal fat.

10.11 Service Standards

10.11.1 Hot foods and cold foods are to be served in compliance with health department standards and industry best practices.

10.11.2 All food shall be garnished for attractive presentation whenever possible.

10.11.3 All food appearing discolored, unappealing or not in a proper state of freshness shall not be served.

10.11.4 All serving stations and bars are to be kept well stocked throughout the entire serving times. The last customer is to be offered the same range of choice as the first customer.

10.11.5 Food items at the self-service stations and salad bars shall be readily identifiable with attractive and individual labels.

10.11.6 Appropriate wrappings for foods shall be used as needed. Wrapping shall be both attractive and serviceable, and, if possible, recyclable.

10.11.7 Display/Exhibition and serving areas shall be kept clean, sanitary, orderly and attractive at all times. Any spillage or soiled spots shall be removed promptly from counters, steam table pans, general serving and dining areas and floors. Partially used and broken items shall be promptly removed from the serving area.

11 FINANCIAL

11.1 General Price Increases

11.1.1 After the first year of the Agreement, requests for meal plan price adjustments for the ensuing year will be submitted to the College no later than February 1 for the meal plan program, concessions, retail, and catering operations. Lewis-Clark State College will not unreasonably withhold approval of annual price changes which are justified by presentation of the following supporting data:

11.1.1.1 Increases in the U.S.D.A. Regional (for the region in which Lewiston is located) Wholesale Food Price Index (as issued quarterly) and the U.S.D.A. Food Index Forecast will be used to justify the increase in food cost.

11.1.1.2 U.S. Department of Labor Regional (for the region in which Lewiston is located). Statistics for labor cost increase in similar job categories will be used to justify the increase in labor costs. In addition, increases in tax rates affecting labor cost will be applied.

11.1.1.3 Changes in menu, points-of-service, additions or levels of service provided.

11.1.1.4 All retail/catering/concessions increases should also take into account pricing in local restaurants, movie theaters, or fast-food operations which provide comparable menu items.

11.2 Increases for Specific Items or Products

11.2.1 Prices for specific products shall be competitive with comparable menu items served by local commercial food operators, and by other caterers, and by other educational institutions.

11.2.2 Price increases should be based on increases for similar portions/products in similar food operations in the Lewiston market areas (a price survey will be required).

11.2.3 Price increases may be based on increases in the U.S.D.A. Regional Wholesale Food Price Index (as issued quarterly) and the U.S.D.A. Food Index Forecast.

11.2.4 Price increases may be based on increases in the U.S. Department of Labor Regional Statistics for labor cost increases in similar job categories and actual increases given to employees.

11.2.5 A mutually agreed upon list of local foodservice operations will be used when making local market comparisons.

11.3 Temporary Price Increases
The College may approve a temporary price increase for a limited time period due to unexpected, significant increases in wholesale cost of a food item until such times as prices for a given item(s) stabilize (e.g., if a freeze in South America results in destruction of a major portion of the coffee crop). With its temporary price increase request, Offeror shall submit documentation as to the impact on the wholesale price of the food item. Temporary price increases are subject to 60-day review for renewal or revocation. The Offeror will supply copies of invoices from suppliers as part of the review process.

11.4 Taxes
All concessions prices and meal plan rates shall include applicable sales tax; all other taxes shall be added on. Contractor shall be responsible for collecting and remitting to the taxing authorities the appropriate amount of sales taxes in accordance with applicable state and local laws and regulations except for meal plan payments (College collects and remits). Contractor shall hold harmless and indemnify the College from and against all claims or demands arising out of Contractor's failure or refusal to collect and remit taxes applicable to its activities hereunder.

11.5 Methods of Customer Payment
The Contractor shall establish a system that will allow the customer to pay by check, debit, and credit card for the amount of purchase. The Contractor will be responsible for all costs related to bankcard equipment and transactions including additional telephone lines.

11.6 Billing and Payments

11.6.1 Meal Plans

11.6.1.1 The College shall be responsible for collecting institutionally determined student food service fees. Uncollected debts shall not diminish payments owed to the Offeror by the College. The Offeror shall be responsible for cooperating with the College to assure collection of fees by placing a hold on those contracts for which the debt has not been collected. The College shall be responsible for providing the Offeror with timely and accurate information about such matters.

11.6.1.2 By January 1 of each year, the College shall provide the Offeror with a calendar of the number of days/meals the Offeror is to provide by academic term in the ensuing year. The College shall update the campus card system regularly for active meal plan participants. The Offeror shall bill the College for the number of persons on meal plan contracts for the full serving days that week. The Offeror will not hold the College responsible for the serving of students after having been notified of students dropped from the meal plan list.

11.6.1.3 Contract board meal charges shall be billed on a per day rate, per type of meal plan.

11.6.1.4 The Offeror shall, within five (5) days following the close of each week, submit an invoice to the College for the contract board charges for the week. The College shall pay the weekly board charge invoice within fifteen (15) days of receipt unless a billing discrepancy is noted. Remittance for disputed invoices shall be made within five (5) days of resolution of the discrepancy.

11.6.2 Other

11.6.2.1 The Offeror shall bill for special events, catering, or conferences.

11.6.2.2 All sales billed to College entities (except board meals) shall have payments due within thirty (30) days after the invoice date.

11.6.3 Commissions

11.6.3.1 The Offeror shall pay the College, on a monthly basis, a fixed percentage of net sales (gross less sales tax) from all retail, catering, conference, and concessions operations on a commission basis. Sales from each type of retail operation shall be reported both separately and in combined form for each accounting period.

11.6.3.2 Commissions shall be paid to the College in the period they are earned and charged, and not on the collection date. The Offeror shall not be reimbursed for commissions paid on uncollected accounts.

11.6.3.3 One year from the effective date of this contract and each full year thereafter during the life of the Agreement, the Offeror shall pay the College that portion of commissions due, if any, to equal a guaranteed annual commission required in this Agreement. Payment shall be made by the 20th day of the following accounting period and recorded as commissions paid in the year a guarantee was due. On expiration or termination of the Agreement, partial year guarantee minimum commissions due, if any, shall be calculated as the portion of the total number of periods compared to the annual guaranteed commissions for the number of periods for which service was provided.

11.6.3.4 Commissions due by Offeror(s) for each month's sales shall be paid on or before the twentieth (20th) day of the following month. For areas under a minimum annual commission, the commission for June shall include the amount needed, if any, to reach the minimum annual commission amount. Commissions which have not been paid within ten (10) days from the due date shall accrue interest at the lesser of one and one-half percent (1½%) per month or the highest contractual interest rate allowed by the State of Idaho. Contractor(s) shall make all checks payable to Lewis-Clark State College and direct them to the Vice President for Finance and Administration.

11.7 Auditing and Accounting

11.7.1 The Offeror will operate on its own credit, with no advance payments from the College.

11.7.2 All records must be retained by the Offeror, and accessible to the College for a minimum of five (5) previous years plus the current contract year as well as five (5) years after completion of this contract. The College, and/or their agents, reserve the right to audit any aspect of the food service cycle, as performed by the Offeror. The Offeror shall keep full, timely and accurate records in accordance with generally accepted accounting practices.

11.7.3 The books, records, documents, and accounting procedures and practices of the Offeror relevant to this contract shall be subject to examination by the College and/or State of Idaho officials. If necessary, they will be made available at the Offeror's College Office.

The Offeror shall:

11.7.3.1 Provide the College and/or its auditor's reasonable facilities for the examination, copying and audit of the books and records.

11.7.3.2 Make such returns and reports as required.

11.7.3.3 Attend and answer under oath all lawful inquiries.

11.7.3.4 Produce and exhibit such books and records as may be desired to be inspected.

11.7.3.5 In all things cooperate with the College and/or its auditors in the performance of its duties.

11.7.4 The College shall be informed on demand by the Offeror of the schedule of independent audits of the Offeror's records and operations. The College shall receive a report of any findings which materially affect the College.

11.7.5 The College is on a monthly business cycle with a fiscal year of July 1 through June 30. The Offeror shall supply financial data according to this cycle.

11.7.6 The Offeror shall furnish the College with all requested daily/weekly reports to verify all customer counts, meal counts, cash sales, card sales, and other pertinent information so requested.

11.7.7 The Offeror shall provide the Vice President of Finance and Administration and the Vice President for Student Affairs with a complete set of monthly financial statements no later than the 20th day following the last day of each month.

11.7.7.1 The Statements shall show actual sales and operating expenses for the current period, previous period and year-to-date. If requested by the College, the Offeror shall note causes and appropriate documentation of abnormal revenue and expense deviations as part of these statements.

11.7.7.2 These reports shall additionally include, at a minimum, the following monthly breakdown of information:

11.7.7.2.1 Sales by service location (ex: Marketplace, individual coffee shops, concessions, meal plan declining dollars, and board meals)

11.7.7.2.2 Customer counts by location (Marketplace required, other locations dependent upon reporting capability)

11.7.7.2.3 Customer counts by meal period for the Marketplace

11.7.7.2.4 Number of meal plan participants (month end standing)

11.7.7.2.5 Average check (sales divided by customer count) for the Marketplace

11.7.7.2.6 Number of catered events

11.7.7.3 In addition to the above, the Offeror shall provide such special reports and analysis covering its operations under the contract as may be requested by the College.

11.7.7.4 Upon request of the College, the Offeror shall meet with the College and review each operating statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in this contract. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected in the next period statement.

11.7.7.5 Cash shortages are the responsibility of the Offeror and shall not adversely impact commissions/rebates.

11.7.7.6 Offeror cannot waive commissions in any manner without prior permission from the College.

ATTACHMENT 1 – PRE-PROPOSAL CONFERENCE & ON-SITE VISIT REGISTRATION FORM

RFP 23-002 Food Services

PRE-PROPOSAL CONFERENCE	**February 13th 2023 8:30 AM Pacific Time**
ON-SITE VISIT	**February 23rd & 24th, 2023**
Lewis-Clark State College	RFP 23-002 **Food Service**

Oral Information: Questions concerning an RFP must be directed in writing to the RFP Lead in the time **period** prescribed in the RFP Administration Information section, page 1 of this RFP. Offerors are cautioned against relying on any verbal information and do so at the Offeror's sole risk. The RFP may only be amended by written documentation posted to **LCSC's Purchasing website.**

Potential Offerors choosing to participate in the virtual Pre-Proposal Conference and On-Site Visit **must pre-register** by submitting this completed form, via e-mail, to the RFP Lead at the **email address identified in the RFP Administration Information section, page 1 of this RFP**. After the RFP Lead receives your form, you will be provided with virtual conferencing and On-site visit details. Please indicate in the appropriate column if you will attend the virtual Pre-Proposal Conference and/or the On-Site Visit.

PLEASE PRINT:

Name	Company	Email Address	Phone Number	Pre-Proposal Conference	On-Site Visit

ATTACHMENT 2 – OFFEROR QUESTIONS

RFP 23-002 Food Services

Instructions:

DO NOT IDENTIFY OFFEROR'S NAME OR COMPANY'S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN RESPONSES.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFP section number that the question is for in the "RFP Section" field (column 2). If the question is a general question not related to a specific RFP section, enter "General" in column 2. If the question is in regards to a Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example "Attachment 1") in the "RFP Section" (column 2), and the attachment page number in the "RFP page" field (column 3).
3. Do not enter text in the "Response" field (column 5).
4. Once completed, this form is to be e-mailed per the instructions in the RFP. The e-mail subject line should reference RFP number followed by "Questions."

RFP 23-002 Food Services

Question	RFP Section	RFP Page	Question	Response
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ATTACHMENT 3 – MODIFICATION AND EXCEPTION FORM

RFP 23-002 Food Services

Instructions: Complete this form and submit with your RFP submittal if you are proposing modifications or taking exception to any of the requirements, terms, or conditions included in the RFP, including any documents incorporated by reference (such as the Standard Contract Terms and Conditions.) See RFP **Section 2.4** for a full explanation of the process surrounding vendor-proposed modifications and exceptions.

Offerors must specifically address any and all proposed modifications and exceptions. Blanket requests to negotiate requirements, terms, or conditions will not be considered. Offerors must provide an explanation as to why the requirement, term, or condition should be considered non-material. Offeror must also provide a reason for the proposed modification or alternative language, specifically addressing the issues itemized in RFP **Section 2.4.1.**

The determination of materiality will be made at LCSC's sole discretion. Non-material modifications or exceptions may be negotiated with the apparent successful Offeror, at the discretion of LCSC, and as otherwise provided in RFP **Section 2.4.4**.

RFP Section	RFP Requirement, Term, or Condition	Reason Requirement, Term, or Condition Should be Considered Non-Material	Proposed Modification, Alternative, or Exception	Reason for Proposed Modification, Alternative, or Exception

ATTACHMENT 4 – COVER FORM

RFP 23-002 Food Services

(M) Attachment 4, Cover Form must be completed, signed, and submitted with your Proposal. Failure to complete and submit this form may result in your Proposal being deemed non-responsive.

Instructions: The Proposal must include a signed copy of this cover form. Copy and paste this form onto your company letterhead, or include the following information: Offeror's company name, mailing address, phone number, fax number, e-mail address, and name of Offeror's authorized signer. The cover form must include the RFP Number and Title and must be signed by an individual authorized to commit the Offeror to the contents of the Proposal.

Requirement	Response
Offeror's corporate or other legal entity status	☐ Corporation ☐ Limited Liability Corporation (LLC) ☐ Limited Liability Partnership ☐Sole Proprietorship ☐ Other (specify)
Offeror's Tax Identification Number	EIN:
Offeror's DUNS Number	DUNS:
Is Offeror a legal entity with the legal right to contract?	☐ Yes ☐ No
Other than modifications/exceptions identified on Attachment 3, in compliance with Section 2.4 of this RFP, does Offeror accept, and is Offeror willing to comply with, the requirements of this RFP and attachments, including but not limited to those identified in Section 1.4 and the Special Terms and Conditions in Appendix?	☐ Yes ☐ No
Is Offeror in compliance with applicable equal employment regulations?	☐ Yes ☐ No
Does Offeror affirm that it has not employed any company or person other than a bone fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than a bone fide employee working solely for the Offeror or a company regularly employed by the Offeror as its marketing agent, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the Contract?	☐ Yes ☐ No
Does Offeror understand and agree that for breach or violation of the above term, LCSC has the right to annul the Contract without liability or, in its discretion, to deduct from the offered price the amount of any such fee, commission, percentage, brokerage fee, gifts, or contingencies.	☐ Yes ☐ No
Firm(s) and/or staff responsible for writing the Proposal	Names:

Does Offeror affirm that it is not currently suspended, debarred, or otherwise excluded from federal or state procurement and non-procurement programs? Note: vendor information is available at https://sam.gov.	☐ Yes ☐ No
Does the Offeror affirm that the Proposal will be firm and binding for ninety (90) calendar days from the Proposal opening date?	☐ Yes ☐ No
Does Offeror warrant that it does not knowingly and willfully employ persons who cannot legally work in this country; and that Offeror takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of the Contract?	☐ Yes ☐ No

Signed By: ____

Printed Name: ____________________________________

Date: ____

APPENDIX A – SPECIAL TERMS AND CONDITIONS

RFP 23-002 Food Services

Security

On or before the effective date of the Agreement, the Offeror shall furnish to the College, an AAA or equivalent rated performance bond in an amount equal to the full amount of the annual guarantee to secure the payment to the College of all monies that are due or that are to become due under this Agreement and to secure the proper performance by Offeror of all of its obligations hereunder.
In the event Offeror shall default in the performance of this Agreement or shall fail to pay all or any portion of the annual guarantee when the same shall become due and payable or if this Agreement shall terminate at a time other than at the end of an Agreement year, then in any of such events the College shall be entitled to execute the performance bond.

Agreement Term

The Agreement shall have an initial term of three (3) years commencing on the first day of the month of July 2023. With the mutual agreement of Offeror and College, the Agreement may be extended for seven (7) successive terms of one (1) year each, unless either the College or Offeror receives written notice from the other not less than ninety (90) days prior to the expiration of the initial term or of the then current renewal term that the Agreement shall not be extended. An Agreement Year is a period of twelve months commencing on July 1 of one year and ending on June 30 in the immediately succeeding year. The maximum duration of this contract, including principal period and extensions, shall be ten (10) years.

Subcontracting

The Offeror is solely responsible for the performance of any and all subcontractors in all areas, including but not limited to; compliance with health and safety codes and regulations, customer service and satisfaction, quality assurance, and financial reporting.

If the College perceives an opportunity or market for a cart-type of service not currently served by the Offeror, it may propose such services to the Offeror. The Offeror has the right of first refusal on such services. If the Offeror chooses not to offer their service, the College may directly contract with other vendors as needed. Such contracting will not in any way be a violation of this contract.

The Offeror will have sole responsibility for its subcontractor's performance with respect to menu, pricing and all other conditions of the Contract.

Use of College Name

In no instance shall the College's name or any of its registered trademarks be used by the Offeror in connection with any advertising or promotions which are not directly related to the College without first obtaining the College's specific written consent. The College may require that the College's name and trademark shall be more prominently displayed than those of the Offeror on College dining service promotional materials.

Agreement Termination

The College may terminate this contract(s) for neglect, as determined by the College, which shall consider such items as, but not limited to: insufficient insurance coverage, failure to provide required period statements or to pay period commission payments due on or before the 20th day following the period in which they were earned, failure to enforce required standards of sanitation, or quality of service is unsatisfactory to the College. This may include any cessation or diminution of service including but not limited to failure to maintain adequate personnel, whether arising from labor disputes or otherwise, any substantial change in ownership or proprietorship of the Contractor(s) which in the opinion of the College is not in its best interest, or failure to comply with the terms of the contract(s). The College shall provide ten (10) calendar days written notice of contract neglect and unless within ten (10) calendar days such neglect has ceased and arrangements made to correct, the College may terminate the contract by giving ninety (90) days' notice in writing by registered or certified mail of its intention to cancel the contract(s).

Should the College breach any terms or provisions of the contract, the Offeror shall serve written notice on the College setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements be made for corrections, the Offeror may terminate the contract by giving ninety (90) day's notice in writing, by registered or certified mail of its intention to cancel this contract.

Insurance
The Offeror, at its own expense, shall procure, maintain and use a company or companies acceptable to the College who is licensed to do business in the State of Idaho with the State Insurance Commission for the insurance listed below for the period of the contract and furnish to the College a certificate of insurance showing that the provisions of this paragraph have been complied with. The policies shall contain a covenant by the company issuing the policies that the policies shall not be canceled by the issuing company unless a thirty (30) day written notice of the cancellation first be given to the Vice President for Finance and Administration of Lewis-Clark State College.

The policy or policies shall contain an endorsement naming Lewis-Clark State College and the State of Idaho as additionally insured thereunder. Policy must reflect that it is primary and not contributory with any insurance maintained by Lewis-Clark State College. Should the Offeror fail to pay said premiums when due, the College shall have the option of exercising its rights of termination, or of paying said premiums and deducting them from amounts due and owing to the Offeror on account of food services provided.

Certificate of insurance showing the following amounts of coverage required must be received by the Lewis-Clark State College prior to commencing work under the contract(s).

The Offeror shall obtain and keep in force during the term of the contract, for the protection of the College and the Offeror, the insurance listed below covering only the operations and activities of the Offeror under this contract.

Comprehensive General Liability including, but not limited to coverage for personal injury liability, property damage liability, blanket contractual liability and products liability shall be provided in the minimum sum of $2,000,000 per occurrence.

Automobile liability shall be provided in the minimum combined limits of $2,000,000 for injury to or death of any one person, for each occurrence and property damage for each occurrence.

Workman's Compensation, Unemployment Insurance and any other insurance required by law shall be provided for the Offeror's employees at statutory levels.
Commercial Crime Policy:
Form A – Employee dishonesty - $30,000
Form B – Forgery or alteration - $200,000
Form C – Theft, disappearance and destruction - $200,000

Patents and Copyrights
The Offeror shall pay all costs, fees and royalties arising from or associated with Offeror's use of copyrights, trademarks, patented materials, equipment devices or processes used in the operation of, or incorporated in, the dining service facilities. Offeror, at its cost, shall indemnify and hold harmless the College from all suits of law or actions of every nature for or on account of the use of any patented or copyrighted materials, equipment, devices or process.

Indemnification

The Offeror hereby covenants and agrees, at its sole cost and expense during the term of this Agreement, to indemnify and hold harmless the College and the College's officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the designated food service areas and food service operations or any work done in or about the same, or transactions of the Offeror concerning the food services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property. The Offeror also covenants and agrees, at its sole cost and expense, to hold harmless the College and the College's officers, agents, and employees from and against all judgments, costs, counsel fees, expenses and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the College or against any of the College's officers, agents or employees, by reason of any such claim, the Offeror upon notice from the College will resist and defend such action or proceeding by qualified counsel. However, the provisions of this Section shall not apply to any claims arising from the negligent or willful acts or omissions of the College, or its officers, agents or employees.

The College shall not be responsible or be held liable for any injury or damage to persons or property resulting from the use, misuse, or failure of any equipment used by Offeror or any of Offeror's agents, servants, or employees, even if the College furnishes such equipment to Offeror. The acceptance or use of any such equipment by Offeror shall be construed to mean that Offeror accepts full responsibility for, and agrees to indemnify the College against any and all loss, liability, and claims for any injury or damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage or injury is to an employee, agent, or servant or the property of the Offeror, other Offerors, the College, or other persons.

Any claims which Offeror may have against the College shall be filed with the State of Idaho, Bureau of Risk Management.

Laws to be Observed
The Offeror shall observe, perform and comply with or require compliance with all federal, state and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation and maintenance of the dining service facilities and Offeror's activities undertaken

pursuant to this Agreement. The Offeror shall also comply with all state and local building, fire, health, food service, zoning laws, codes and/or regulations that affect or that are applicable to Offeror's activities and operations hereunder.

Rules and Regulations
The Offeror covenants and agrees to comply with the College policies and guidelines set out below. The College reserves the right to make and enforce such other reasonable policies and guidelines which the College deems are necessary or advisable in order to promote the safety, care, preservation, and cleanliness of the designated food service areas and for the protection and maintenance of College property in general. The Offeror shall pay the cost of remedying or repairing damage to designated food service areas or other College property due to non-compliance with the following policies and guidelines.

1. No openings, awnings, sashes, doors, windows or glasses that admit or reflect light into the premises or any other part of the premises shall be covered or obstructed, except with venetian blinds, draperies or other window treatments which are approved by the College. No painting on windows.

2. No alterations shall be made on the premises nor shall additional partitions or fixtures be installed in said premises without the prior written consent of the College.

3. No nails or screws shall be driven, screwed or otherwise placed into the walls, floors or other parts of any room or area without the consent of the College; nor shall Offeror permit the premises to be defaced or damaged.

4. No signs, advertisements or notices of any kind shall be painted, inscribed on or affixed to any part of the premises or any part of the buildings without the prior approval of the College. All signs shall be of a uniform nature in all food units.

5. Offeror shall not permit unlawful practices of any kind on the premises.

6. The Offeror shall not remove or permit the removal from the College campus any kitchen equipment, food service items or other property owned by the College or use College owned property and equipment assigned to the Offeror other than in the performance of the food service permitted by the Agreement.

7. The Offeror will be issued keys to spaces directly under their control. Keys will be issued by Campus Security, and will be processed and inventoried by the College. When an employee leaves employment for any reason, all keys must be returned to the College. The College may also issue keys for College controlled areas to expedite the delivery of services to customers. The College may require that employees of the Offeror keep such keys on-site and not taken home.

8. The Offeror is expected to work with individual facilities and make arrangements to comply with normal operating and access hours for the facility. Staff shall not be routinely scheduled to be in facilities after hours unless approved in writing by the College.

9. Deliveries should be scheduled by mutual agreement with each primary facility to minimize parking and traffic congestion, and to allow optimal service to customers. Deliveries that occur at other than agreed times will be rejected by the College. In no event will the College act as the agent of the Offeror, and accept or approve a delivery on the Offeror's behalf.

10. Individual facilities have internal operating policies and procedures. The Offeror shall work with the facilities to comply with standard practices and procedures.

11. Equipment that is not in use will be turned off or idled, especially dish machines, dish accumulators, garbage disposals, and ovens.

12. The College and the Offeror shall jointly conduct an annual inventory of all small wares and china owned by the College, and maintained by the Offeror. At the completion of the inventory, the Contractor will have 30 days to correct any deficiencies.

Permits and Licenses
The Offeror, at its cost, shall procure and keep current all permits and licenses, pay promptly all charges and fees, and give all notices necessary and incidental to the due and lawful operation of the dining services at the College.

Costs of Enforcement and Litigation
In the event the College and/or College employees shall, without any fault on their part, be made a party to any litigation, other that condemnation or like proceedings, commenced by or against the Offeror arising out of the Offeror's use or occupancy of the College premises or attributable to any structure or objects placed upon the premises or in the premises by the Offeror, then the Offeror shall hold harmless the College and shall pay all costs and reasonable attorney's fees incurred by or imposed upon the College and/or College employees in connection with such litigation.

Contractor Investment/Depreciation
Any investment in the facilities and equipment for this account, which are depreciated against the account, shall become the property of the College at the point that they are fully depreciated. All investment shall be depreciated over five years using a straight-line method of depreciation. Any un-depreciated value at the time of any future transition may be bought out by the College or its new Offeror.

Trade Fixtures, Machinery and Equipment (National Branded Concepts)
The College agrees that those trade fixtures, machinery, equipment, furniture or other personal property which are owned or leased by Offeror shall not become the property of the College or a part of the realty no matter how affixed and may be removed at any time and from time to time during the entire term of the Agreement. Upon request of Contractor, the College shall execute and deliver any real estate consent or waiver forms submitted by any trade vendors, lessors, chattel mortgagees or holders or owners of Offeror's trade fixtures, machinery, equipment, furniture or other personal property setting forth the fact that the College waives, in favor of such vendors, lessor's chattel mortgages, owners or holder any interest therein. The College shall further acknowledge that property covered by such consent to waiver forms is the personal property of Offeror and is not to become a part of the realty no matter how affixed to it, and that such property may be removed by the vendors, lessors, chattel mortgagees, owners or holder at any time upon default by the Offeror in the terms of

such chattel mortgage or other similar documents, free and clear of any claim or lien of the College. On removal of the Contractor's property, the Premises shall be returned to the College in its original state. The Offeror is solely responsible for all repairs, maintenance, sanitation, and/or adjustment of all trade fixtures, machinery, equipment, furniture or other personal property owned or provided by the Offeror or its agents.

Liens
The Offeror shall not commit or suffer any act of neglect whereby the College Premises shall become subject to any attachment, lien charge or encumbrance whatsoever, except as hereinafter provided, and shall indemnify and hold harmless the College and College from and against all attachment, liens, charges and encumbrances and all expenses relating therefrom.

Surrender of Premises
Inventory and Supplies: The Offeror shall remove all inventory and supplies owned by the Offeror at the expiration or sooner termination of the Agreement.

Personal Property: The Offeror shall remove its personal property at the expiration or sooner termination of the Agreement. On removal of the personal property, the premises shall be returned to the College in its original state, wear and tear expected. The Offeror's failure to remove its personal property within thirty (30) days after the termination or expiration of the Agreement shall be deemed to be an abandonment of its personal property. The College will make all necessary repairs to the Premises that may be required as a result of removal of Offeror's trade fixtures, equipment, machinery, and other personal property, and upon demand Offeror shall reimburse the College the cost of making such repairs.

Smoking Policy
The state of Idaho prohibits smoking in all state owned and/or operated facilities. Additionally, the College seeks to provide a healthy and safe environment. Smoking is prohibited in all College facilities and on College property except in designated areas. (Idaho Indoor Clean Air Act 39-55, Executive Order 92-02)

Alcoholic Beverages
No alcoholic beverages shall be sold or served by Offeror in any College facility without prior written permission from the College. If the sale and/or service of alcoholic beverages is permitted in College-owned facilities or areas, the Offeror , at its cost, shall be responsible for obtaining any licenses or permits required for those activities unless the parties hereto in writing agree otherwise.

Lewis-Clark State College is committed to the development and maintenance of drug free environment, in accordance with the Drug-Free Workplace Act of 1988 34 CFR Part 85 and will not tolerate the unlawful possession and use of controlled substances (drug and alcohol) on its premises by its students, visitors, or agents.

Parking
Offeror's employees shall be required to purchase College parking permits in the same manner as College employees.

Publicity
Upon receipt of a contract agreement with Lewis-Clark State College the Offeror(s) shall not in any way or in any form publicize in any manner the fact that it is providing services to the College without the written approval from the Vice President for Finance and Administration or designated representative, obtained in advance, for each item of publicity. However, nothing shall preclude Offeror(s) from listing Lewis-Clark State College on its routine client list for matters of reference.

Disaster Plan/Emergency Facility Use
The Offeror(s) shall provide food service to persons on campus during an emergency in accordance with state, campus and facility disaster plans and emergency procedures. In extended emergency or disaster situations, the Offeror(s)shall be reimbursed for all costs except for costs of providing food service to regular boarders. The Offeror(s) shall not be reimbursed for any loss of revenue from an interruption of the food service operations or for use of facilities for these purposes. In some emergency instances, food service facilities may be used for purposes other than food service.

Audits
The College reserves the right to conduct an annual independent audit of all the Offeror's records relating to the College's account. The College may select the auditor. The audit will be an expense of the College.

The Offeror will provide copies of all audits of the College's account by any corporate auditors or auditors hired by the corporation. The corporation will provide copies of audits no later than 30 days after their receipt.

Non-Discrimination
It is the policy of Lewis-Clark State College not to discriminate unlawfully against any individual on the basis of age, race, color, religion, sex, national origin, ancestry, disability, veteran status or political affiliation in matters of admission, employment, housing and services, or in the educational programs or other activities. During the performance of the contract, the Contractor agrees not to discriminate in accordance with the College policy. The Offeror shall report all such complaints to the LCSC Human Resources Director, immediately.

ADA Compliance
The Offeror must comply with all provisions of the Americans with Disabilities Act with regard to Title I (employment) and all other Titles, which are applicable under the statute. The Offeror shall not discriminate against a qualified individual with a disability because of the disability of such an individual in regard to job application procedures, the hiring or discharge of employees, employee compensation, advancement, job training, and other terms, conditions, and privileges of employment. The provision covers the full range of employment decision.

And further the Offeror must reasonably accommodate a qualified employee with a disability who requests such accommodation and can otherwise perform the job which they hold or are being hired for.

Notices
Any notices, reports, billings payments or other communication between the parties required by the agreement shall be directed to the parties as indicated in this section unless otherwise specified within the agreement. The College is represented by:

Vice President for Finance and Administration
Lewis-Clark State College
500 8th Avenue
Lewiston, Idaho 83501

The successful contractor's name and address information following the words "The Offeror is represented by:" will be added to this section of the final contract.

APPENDIX B – INVENTORY

RFP 23-002 Food Services

Capital Equipment & Furniture Inventory (Valued over $2,000)

Description/Size	Acquisition Date
Blue Air Deli Prep Table	11/29/2011
Broiler	6/30/1999
Charbroiler Cooktop, Gas Vulcan VCR1	8/01/2018
Convection Steamer	12/14/2015
Cooler Reach In	6/30/1999
Double Deck Gas Convection Oven	6/10/2010
Espresso Machine	10/04/2000
Espresso Machine	2/01/2017
Fryer Bank	6/30/1999
Fryer Bank	6/30/1999
Garbage Disposal	8/27/2015
Garland McO-Gs-10 Nat. Gas Convection	8/02/2018
Griddle	6/30/1999
Griddle	6/25/1999
Griddle for Kitchen	6/11/2019
Heated Pass	6/30/1999
Heated Pass	6/30/1999
Hood Above Display Station	7/25/2016
Ice Maker Machine	11/18/2009
Ice Maker Machine – Athletics Concessions	
Mixer	6/25/1999
Popcorn Maker – Athletic Concessions	10/14/2022
Powermax 200 Booster Heater	3/10/2015
Range	6/30/1999
Sandwich Fridge	9/24/2019
Sandwich Prep Table	2/22/2018
Slicer	6/30/1999
Steamer Kettle	6/25/1999
Under counter Ice Maker	6/19/2019
Workstations (3)	11/12/1999
Beverage Display	6/25/1999
MEGA Top Sandwich/Salad Prep Refrig	9/26/1999

APPENDIX C – PERFORMANCE METRICS

RFP 23-002 Food Services

The Performance metrics listed are shown as examples with the intention to engage the Offeror with the College to identify and mutually agree upon performance measures, metrics, and desired results.

Performance Measure	Metric	Desired Result
Customer satisfaction	Yearly survey ratings	Benchmark met
Customer responsiveness	Response time and actions re: customer complaints	Benchmark met
Commissions	Yearly Commissions Received by College	Year over year increase
Number of retail customers	Count by food service location	Year over year increase
Number of catering customers	Count	Year over year increase
Concession sales	Gross sales	Year over year increase
Employee retention	Yearly employee turnover	Benchmark met
Rotation of retail menu cycle	Monthly menu cycle variety	Benchmark met
Rotation of catering menu cycle	Yearly menu cycle variety	Benchmark met
Student and employee engagement	Count of attendance at special events	Year over year increase

LEWIS-CLARK STATE COLLEGE

SUBJECT

Approval of Lewis-Clark State College (LCSC) Purchasing Policy

REFERENCE

June 2010	Idaho State Board of Education (Board) approved Purchasing Policies for Boise State University
August 2011	Board approved revision to Model Purchasing Policy
October 2016	Board approved Purchasing Policies for Idaho State University
June 2018	Board approved revision of Model Purchasing Policy
February 2020	Board approved Revisions to Purchasing Policies for Boise State University and Idaho State University

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.
Idaho Code § 67-9225

BACKGROUND/DISCUSSION

Idaho Code § 67-9225 provides that state institutions of higher education, with Board approval, may establish policies and procedures for procuring property in substantial compliance with the State Procurement Act. LCSC requests Board permission to implement a purchasing policy which mirrors the policies already in effect at BSU and ISU. BSU's and ISU's purchasing policies, which served as the models for LCSC's proposed policy, were approved by the Board in June 2010 and October 2016, respectively, and updated in February 2020.

IMPACT

Approval of the proposed policy will exempt LCSC from provisions of the Chapter 92, Title 67, Idaho Code — State Procurement Act. While increasing LCSC's autonomy, the college would still follow purchasing policy and procedures that are consistent with those applicable to other state agencies. Approval of LCSC's proposed purchasing policy will benefit from added in-house decision-making ability on matters of purchasing, which will reduce turn-around time for procuring goods and services. Aligning LCSC's purchasing policy with BSU and ISU will provide greater efficiency, ensure consistent and best practices in procurement are followed, and increase systemness.

ATTACHMENTS

Attachment 1 – LCSC Purchasing Policy

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the request by Lewis-Clark State College to adopt the new purchasing policy as described in Attachment 1 as authorized by Idaho Code § 67-9225.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

SECTION: 4.0 ADMINISTRATIVE

SUBJECT: PURCHASING

Background: The purpose of this policy is to acquaint personnel with the statutes, rules, and processes that govern public purchasing.

Point of Contact: Purchasing Director

Other LCSC offices directly involved with implementation of this policy, or significantly affected by the policy: Vice President for Finance and Administration

Date of approval by LCSC authority: May 2021

Date of State Board Approval: N/A

Date of Most Recent Review: May 2023

Summary of Major Changes incorporated in this revision to the policy: Revised to align to Idaho State University and Boise State University Purchasing policies.

Policy Overview

The purpose of this policy is to establish policies and procedures governing purchases made with College administered funds.

Idaho state agencies are subject to the State Procurement Act, Idaho Title 67, Chapter 92.

The Administrative Code related to the State Procurement Act is found in the Rules of the Division of Purchasing 38.05.01.

I. POLICY STATEMENT

A. Procurement (purchasing) will be overseen by the Vice President of Finance and Administration. Daily operations have been delegated to the Purchasing Director and will be conducted in strict adherence with applicable federal and state laws and regulations and applicable State Board of Education and college policies.

B. Purchasing activities shall be administered in a manner that provides maximum practicable open competition appropriate to the type of good or service to be provided. Purchases shall support the goals of cost efficiency and good/service quality, and these objectives shall be given consideration in the purchasing process.

C. Purchasing activities include transactions involving trade-ins, and leased property. Procurements do not include non-exchange transactions such as sponsorships and transactions not involving the expenditure of college funds.

D. The college owns all property purchased with college funds and all property received by the college as gifts. In addition, except where provided by the terms of a sponsored project by operation of law, the college owns all personal property purchased with funds from a sponsored project. No department, departmental unit, or college employee, may hold proprietary interest in any piece of college property, or property purchased with sponsored project funds which is held by the college. Regardless of which departmental unit ordered the item, the fund cited, or the budget expensed, the principle of college ownership prevails.

E. This policy has been approved by the State Board of Education (contingent upon Board approval). Any changes to the policy shall be submitted in writing to the Executive Director for approval. The Executive Director may, in his or her discretion, refer proposed changes to the Board for approval.

II. BUDGET AUTHORITY

A. It shall be the responsibility of the requestor to determine and ensure funds are available and properly budgeted.

B. Terms may exceed one year provided that they are advantageous to the college and that such contracts contain no penalty to or restriction upon the college in the event cancellation is necessitated by a lack of financing for any such contract or contracts.

III. REQUIREMENTS

A. Small purchases are those purchases or procurements expected to cost less than two hundred and fifty thousand dollars ($250,000). Costs are determined based on the following:
   1. One-time purchases of property.
   2. Total cost of a contract for services, including renewal or extension periods.

B. To enhance small business bidding opportunities, the college shall seek a minimum of three quotes from vendors having a significant Idaho economic presence as defined in Section 67-2349 Idaho Code. The request for quotation may be written, oral, electronic, telephonic or facsimile.

C. Large purchases, costing two hundred and fifty thousand dollars ($250,000) or more are procured through a formal sealed process. The issuance of Invitations to Bid (ITB) or Requests for Proposal (RFP) is the method for solicitation of offers from qualified vendors in a sealed process in order to establish pricing, specification or performance standards, and the terms and conditions for the purchase of goods and services. The college shall ensure adequate ITB's or RFP's are prepared which clearly define the goods and services needed in order for bidders to properly respond to the request. At the place, date, and time set forth in the solicitation, all bids or proposals received in accordance with the submittal requirements in the solicitation shall be publicly opened and read aloud by the buyer to those persons present.

D. Notice of solicitations of bids or proposals for large purchases may be electronic in nature. The college may apply the use of a variety of techniques, including but not limited to, reverse auction, electronic posting or electronic advertisement of solicitations as appropriate to the buying situation. Large purchase notices, regardless of methodology, are referenced in the vendor section of the college purchasing department's website.

E. Preference for Idaho suppliers for purchases:

1. Reciprocal preference will be given to Idaho vendors in accordance with Section 67-2349 Idaho Code.
2. Printing services will be awarded to local vendors in accordance with Section 60-101-103 Idaho Code.

F. Where multiple bids and quality of property offered are the same, preference shall be given to property of local and domestic production and manufacture or from bidders having a significant Idaho economic presence.

G. The college recognizes that an offered low price is not always indicative of the greatest value. Contracts will be awarded by the college pursuant to determination by the Purchasing Director of the best value to the college based on the criteria outlined in the solicitation. Award of contracts in excess of amounts as proscribed in State Board of Education (SBOE) policy V.I.3.a require the written approval of the Executive Director of the State Board of Education or the State Board of Education in a public meeting.

H. No vendor or related party, or subsidiary, or affiliate of a vendor may submit a bid to obtain a contract to provide property to the college, if the vendor or related party, or affiliate or subsidiary was paid for services utilized in preparing the bid specifications or if the services influenced the procurement process.

I. No property to be acquired shall be accepted which does not meet the minimum bid specifications.

J. If funding for the purchase of goods or services includes sponsored project funding, federal requirements must be followed. Idaho preference, waivers and exemptions from bidding could be restricted based on terms and conditions of specific award documents and or funding agency requirements. For sponsored project funding, adherence to Uniform Guidance §200.319 "Competition" must be followed.

IV. WAIVER OF COMPETITIVE BIDDING (Sole Source)

The determination to waive the competitive bid process may be made only by the Purchasing Director. Any request by a department to restrict a purchase to one potential supplier must be accompanied by an explanation as to why no other item is suitable or that no other vendors exist to meet the need. A requirement for a particular proprietary item does not justify a sole source purchase if there is more than one potential source for that item. The college purchasing department shall conduct negotiations, as appropriate, to determine price, availability, and terms.

V. EXEMPTIONS FROM BIDDING

A. Purchases under $10,000

B. Bulk Contract purchasing
1. State Open Contracts
   a. Certain commodities are procured through open contracts by the State of Idaho Division of Purchasing in order to obtain the lowest possible pricing for all agencies.
   b. No officer or employee shall fail to utilize an open contract without justifiable

cause for such action. Justifiable cause shall be determined by the Vice President for Finance and Administration. Approved deviations from open contract use will be administered by the Purchasing Director.

2. Purchases from General Services Administration Federal Supply Contractors are allowed when the acquisition is advantageous to the college with approval from the Purchasing Director.

3. Where no state open contract exists, state institutions of higher education (as defined in 67-9203(16) Idaho Code) operating under the SBOE approved model purchasing policy, may collaborate with each other or the University of Idaho on solicitations where the combined volume of multiple institutions will provide the best value.

C. Use of contracts issued by cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes is allowed with approval from the Purchasing Director. Each purchase made through the use of a cooperative purchasing program shall be subject to confirmation that such program's competitive solicitation process meets the minimum criteria for competitive solicitations and resulting purchases set forth in college policies

D. Government and Agency acquisitions:

1. Rehabilitation agency acquisitions.
2. Correctional industries acquisitions.
3. Federal government acquisitions including federal surplus.
4. Interagency contracts, including contracts with other institutions of higher education.
5. The college may contract with any one or more other public agencies or institutions of higher education to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, including, but not limited to joint contracting for services, supplies and capital equipment, provided that such contract shall be authorized by the governing body of each party to the contract.

E. Situational acquisitions:

1. Legal advertising, publication or placement of advertisements directly with media sources.
2. Contracts for legal services or bond related services.
3. Professional, consultant and information related technology services costing less than $250,000.
4. College employee education, training and related travel expenses costing less than $250,000.
5. Purchases with special educational discounts offered by vendors exclusively to schools, colleges, universities, and other educational institutions where the property is for the express purpose of educating students.
6. Concession services where there is no expenditure of college funds.
7. Goods or services for which competitive solicitation procedures are impractical.
8. Medical director and medical professional services.
9. Property held for resale, such as bookstore inventory.
10. Purchase of copyrighted materials available primarily from the publisher.
11. Goods that are in used condition.
12. Preventative maintenance and repair of scientific equipment, when the services are only available from a single supplier,
13. Ongoing maintenance, upgrades, support, or additional licenses for software or other information technology solutions, including a change in the manner of solution delivery; which software or solution was originally acquired in compliance with the

purchasing laws in effect at the time of acquisition.

F. Emergency Purchases
   1. The Purchasing Director, or designee, may authorize emergency purchases of goods and services when determined necessary and in the best interest of the college. Examples of circumstances that could necessitate an emergency purchase include:
      a. Unforeseen or beyond the control of the college or constituting a force majeure.
      b. Present a real, immediate or extreme threat to the proper performance of essential college functions.
      c. May reasonably be expected to result in excessive loss or damage to property or other resources, and/or bodily injury or loss of life.
   2. Any affected department may make an emergency purchase in the open market at the best attainable price when a documented emergency condition exists and the need cannot be met through the college's normal procurement method, provided that:
      a. Funds are available for the purchase.
      b. Verbal authorization is obtained from the Vice President for Finance and Administration.
      c. Competition to the fullest extent practicable under existing circumstances is obtained and documented.
      d. The cost of the purchase does not exceed amount requiring SBOE Executive Director approval as prescribed in SBOE policy V.I.3.a.

   3. A fully signed explanation of the circumstances surrounding the emergency and the necessity for the purchase is filed by the requester with the Purchasing Director within two working days after such purchase or cessation of emergency conditions, whichever is later.

G. Direct Negotiations
   1. In lieu of competitive bidding, and when not covered by a State open contract, negotiations may be conducted whenever any of the following conditions are applicable and authorized by the Purchasing Director:
      a. The public good as determined by the Purchasing Director will not permit the competitive bid process due to time constraints.
      b. No responsive or responsible bids are received at acceptable levels of price, service or terms.
      c. Approved sole source scenarios.
      d. Where there is a particular savings through the use of educational discounts.
      e. Acquisition of federal surplus or excess property.

VI. QUALIFICATION OF VENDORS

A. No vendor shall be allowed to submit a bid unless such vendor is qualified. All vendors are qualified unless disqualified.

B. Vendors may be disqualified for any of the following reasons:
   1. Failure to perform according to the terms of any agreement.

2. Attempts by whatever means to cause acquisition specifications to be drawn so as to favor a specific vendor.
3. Actions to obstruct or unreasonably delay acquisitions by the college. Obstruction is hereby defined as a lack of success in more than fifty percent (50%) of the appeals made in each of three (3) different acquisitions during any twenty-four (24) month period.
4. Perjury in a vendor disqualification hearing.
5. Debarment, suspension or ineligibility from federal contracting of the vendor, its principals or affiliates.
6. Any reason in Idaho law that would disqualify a particular vendor for a particular bid.

C. A vendor shall be notified by registered mail within ten (10) days of disqualification and may, within thirty (30) days of the receipt of such notice, challenge the disqualification.

D. Disqualification or conditions may be imposed for a period of not more than five (5) years.

VII. APPEALS

A. Elements of a formal sealed bid that are appealable include:
1. Bid specifications
2. Determination by the college that the bid is nonresponsive and does not comply with the bid invitation and specifications
3. Award to a successful vendor

B. For formal procurements utilizing the sealed bid process, the detailed process for appeals will be referenced within the posted bid information and specification package.

C. In addition, Sole Source determinations are appealable. The detailed process for appeal will be referenced in the legal notice.

D. Any appeal will be reviewed and a written decision setting forth reasons for denial will be provided or if upheld an amendment (for a specification or intent to award appeal) to the original bid or sole source determination will be posted.

E. Submitting a bid to the college constitutes standard acceptance of this policy including the appeals process.

F. Small purchases or purchases that are exempted from bidding requirements are not appealable.

VIII. ETHICS REQUIREMENTS

A. All faculty, staff and students at the college are required to adhere to the intent and spirit of these policies and directives. They are designed as a means to acquire the necessary goods and services as effectively and economically as possible, while also maintaining compliance with the laws of the State of Idaho. Employees are subject to penalties as described in Idaho Code, including, but not limited to, those in Section 67-9231.

B. Employees are prohibited from obtaining goods or services by avoiding the competitive process through such actions as splitting purchases, creating false emergency situations, and purchasing outside open contracts without authorization.

C. Any effort to circumvent or abuse State and college purchasing regulations and policies or procedures will not be condoned and is subject to disciplinary action up to and including dismissal.

D. Purchasing Ethics and Vendor Relationships
   1. All employees are involved in business transacted by the college in one form or another. Especially so are those professional purchasers and other personnel who purchase items and services, including those using the college P-card. Each employee has a personal responsibility to conduct college business in an ethical manner and assure the integrity of the purchasing and procurement processes.
   2. Conflict of interest:
      a. A conflict of interest occurs when a person's private interests compete with his or her professional obligations to the college to a degree that an independent observer might reasonably question whether the person's professional actions or decisions are materially affected by personal considerations, including but not limited to personal gain, financial or otherwise.
      b. Employees are therefore prohibited from entering into service contracts with or selling goods to the college.
   3. Influencing/conspiring to influence: The college prohibits the influencing or conspiring to influence purchasing decisions and contract awards. Attempts at influence may include kickbacks and bribes, peddling or payment of a fee, back door selling, hard-sell tactics, fraternization, or offering gifts to avoid following published procedures or gain advantages.
   4. Post issuance contract oversight is required to guarantee the college receives all goods and services as per the terms of the agreement. Lewis-Clark State College Contract Management policy 4.131 describes roles and responsibilities for contract management.

E. It is the responsibility of the college Purchasing Director to ensure that procurement staff are properly trained to execute their duties efficiently and in accordance with laws and regulations.

IX. AUTHORITY AND RESPONSIBILITIES

The college Purchasing Director is responsible for ensuring compliance with this policy.

All college employees are responsible for following this policy when making purchases.

X. RELATED LAWS AND POLICIES

A. Idaho State Board of Education Governing Policies and Procedures, Section I.E.2.a

B. Idaho Code Section 59-1026
C. Idaho Code Section 67-9225
D. Purchasing Procurement Card Policy 4.121
E. Purchasing Procedures – https://www.lcsc.edu/purchasing

A.

SUBJECT

Higher Education Research Council (HERC) Committee Reappointments

REFERENCE

August 2014	Board appointed Dr. Kelly Beierschmitt to the Higher Education Research Council as the INL representative, replacing Dr. Hill.
October 2014	Board appointed Ms. Robin Woods and re-appointed Dr. Haven Baker to the Higher Education Research Council for a three (3) year term.
August 2016	Board re-appointed Mr. Bill Canon to the Higher Education Research Council for a term expiring June 30, 2019.
October 2018	Board re-appointed Dr. Haven Baker and Ms. Robin Woods as non-institutional representatives for terms expiring June 30, 2020, and approved the appointment of Dr. Todd E. Combs as the INL representative.
June 29, 2020	Board appointed Ms. Heather Messenger and Ms. Eileen Barber as non-institutional representatives for terms expiring on June 30, 2023, and approve the appointment of Dr. Marianne Walck as the INL representative.
December 2021	Board appointed Mr. Doug Sayer as a non-institutional representative for a term expiring on June 30, 2024.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.W., Higher Education Research

BACKGROUND/DISCUSSION

The Higher Education Research Council (HERC) is responsible for implementing the Board's research policy (Board Policy III.W.) and provides guidance to Idaho's four-year public institutions for a statewide collaborative effort to accomplish goals and objectives set forth in Board policy. HERC also provides direction for and oversees the use of research funding provided to the Board by the Legislature to promote research activities that will have a beneficial effect on the quality of education and the economy of the state.

HERC consists of the Vice Presidents of Research from Boise State University, Idaho State University, and the University of Idaho and a representative of Lewis-Clark State College; a representative of the Idaho National Laboratory (INL); and three (3) non-institutional representatives, with consideration of geographic, private industry involvement and other representation characteristics. The Board shall appoint the three non-institutional representatives. The appointments of the representative of INL shall be subject to approval of the Board. HERC appointments for non-institutional representatives are appointed for staggered three-year terms.

Per the HERC By-laws, adopted in May 2023, the Executive Committee of the Council reviews and makes recommendations to the full Council regarding appointment/reappointment of non-institutional representatives. Eileen Barber and Heather Messenger were both first appointed to the Council in June 2020, with terms expiring on June 30, 2023. Both Barber and Messenger have expressed interest in reappointment, and the Executive Committee has recommended both individuals be reappointed for a second term, expiring June 30, 2026.

Barber co-founded Keynetics along with Geoff Hoyl and Dr. Timothy Barber in 1998 and has served on its board of directors since that time. Barber has been involved in the growth and expansion of Keynetics, ClickBank, and Kount, building a global reputation for quality solutions in the e-commerce industry. In addition to her continued service on the Keynetics and ClickBank board, Barber has served Keynetics in various capacities including President, Corporate Treasurer, Audit Committee Member, and Compensation Committee Member. She currently serves on the board of several non-profits including Boise State University Foundation, Trailhead, Small Village Foundation, and has been a member of Idaho Woman's Charitable Foundation since 2003. Additionally, Barber has served on the board of the Idaho Shakespeare Festival for over 10 years and was President of the Board, 2016-2017. She earned a BA in Chemistry from Virginia Tech in 1991.

Messenger has more than 25 years' experience in life sciences industry across biotech startup, incubator, and dynamic growth companies. With a diverse background in both the pharmaceutical and biotechnology sectors, Messenger has led innovative therapeutic, medical device, and diagnostic development from R&D to commercialization. Her involvement in more than six startup biotech companies brings strategic insight to the business, operations and technical execution plans necessary for early stage company planning and growth. Holding a number of executive and leadership roles throughout her career, Messenger has cultivated significant partnership, joint venture, and executive sponsor relationships.

ATTACHMENTS

Attachment 1 – Current HERC Membership

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to reappoint Heather Messenger and Eileen Barber as non-institutional representatives to the Higher Education Research Council, for a three-year term expiring on June 30, 2026.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

HIGHER EDUCATION RESEARCH COUNCIL
JUNE 2023

Dr. Martin Blair Vice President for Research & Economic Development Idaho State University	**Dr. Nancy Glenn** Vice President of Research & Economic Development Boise State University
Dr. Grace Anderson Vice President for Institutional Research, Planning & Effectiveness Lewis-Clark State College	**Dr. Christopher Nomura** Vice President for Research & Economic Development University of Idaho
Dr. Marianne Walck Deputy Laboratory Director for Science and Technology and Chief Research Officer Idaho National Laboratory	**Ms. Eileen Barber (06/20 – 06/23)** Co-founder of Keynetics, ClickBank and Kount
Mr. Douglas Sayer Founder and Chief Business Officer Premier Technology	**Ms. Heather Messenger (06/20-06/23)** Life Sciences and Biotech Industry Expert

SUBJECT

Data Management Council Appointments

REFERENCE

August 2020	The Board appointed Leslie Odom and Kevin Whitman to the Data Management Council. The Board approved the first reading of Board Policy I.O., shifting one position from the Department of Education to the Office of the State Board of Education to align with the move of the ISEE data system and adding one at-large member.
October 2020	The Board approved the second reading of Board Policy I.O., shifting one position from the Department of Education to the Office of the State Board of Education to align with the move of the ISEE data system and adding one at-large member.
February 2021	The Board reappointed Chris Campbell and Todd King to the Data Management Council.
April 2021	The Board reappointed Cathleen McHugh, Grace Anderson, Tami Haft, Scott Thomson, and Heather Luchte to the Data Management Council. The Board appointed Spencer Barzee to the Data Management Council.
October 2021	The Board appointed Thomas Sharpe to the Data Management Council.
December 2021	The Board appointed Kevin Chandler to the Data Management Council.
June 2022	The Board reappointed Thomas Sharpe, Matthew Rauch, and Georgia Smith to the Data Management Council. The Board appointed Ayaka Nukui to the Data Management Council.
October 2022	The Board appointed Lindsey Brown to the Data Management Council.
April 2023	The Board appointed Shari Ellertson to the Data Management Council.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.O.

BACKGROUND/DISCUSSION

The Data Management Council (Council) was established by the Board pursuant to Board Policy I.O. to make recommendations to the Board on the oversight and development of Idaho's Statewide Longitudinal Data System (SLDS) and to oversee the creation, maintenance and usage of said system. Section 33-133, Idaho Code, defines the state "data system" to include the state's elementary, secondary, and postsecondary longitudinal data. The SLDS consists of three areas of data and is referred to as EASI (the Education Analytics System of Idaho). EASI is a P-20W system consisting of P-12, postsecondary, and workforce data. The P-12 data is commonly referred to as the Idaho System for Educational Excellence (ISEE), the postsecondary data is referred to as the Postsecondary Measures of Academic Progress (PMAP), and the labor data (managed by the Department of Labor) is referred to as the Idaho Labor Market Information (ILMI).

There are 13 seats on the Council representing the following constituencies:

a. Two representatives from the Office of the State Board of Education;
b. Three representatives from public postsecondary institutions, of whom at least one shall be from a community college and no more than one member from any one institution;
c. One representative who serves as the registrar at an Idaho public postsecondary institution, which may be from the same institution represented above;
d. One representative from the State Department of Education;
e. Three representatives from a school district, with at least one from an urban district and one from a rural district, and no more than one member from any one district;
f. One representative from the Division of Career Technical Education;
g. One representative from the Department of Labor;
h. One at-large member.

Appointments are made for two-year terms and commence on July 1st. Incumbent candidates can be reappointed as long as they are eligible to serve based on the Council's current membership structure.

One public postsecondary institution seat is currently vacant. Applications for this vacancy were sought. One application was received, Nashea Noble.

IMPACT

Appointment of Nashea Noble will result in 12 seats on the Data Management Council being filled. One new K-12 representative will still need to be added.

ATTACHMENTS

Attachment 1 – Current DMC Membership May 2023
Attachment 2 – Statement of interest from Nashea Noble
Attachment 3 – Resume of Nashea Noble

STAFF COMMENTS AND RECOMMENDATIONS

The Data Management Council considered the applications during a meeting in May. The Council voted to recommend Nashea Noble to the Board for appointment. Staff recommends approval.

BOARD ACTION

I move to approve the appointment of Nashea Noble to the Data Management Council as a public postsecondary institution representative commencing immediately and ending June 30, 2025.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

Idaho State Board of Education

Data Management Council Membership

May 2023

Office of the Idaho State Board of Education

Dr. Cathleen McHugh (DMC Chair)
Chief Research Officer
Idaho State Board of Education
Member since 2018
Term: July 1, 2021 – June 30, 2023

Chris Campbell (DMC Vice-Chair)
Chief Technology Officer
Idaho State Board of Education
Member since 2015
Term: February 17, 2021 – June 30, 2023

Public Postsecondary Institutions

At-Large Institutions

Dr. Grace Anderson
Vice President for Institutional Research, Planning, and Effectiveness
Lewis-Clark State College
Member since 2019
Term: July 1, 2021 – June 30, 2023

Dr. Shari Ellertson
Senior Executive Director, Institutional Effectiveness
Boise State University
Member from 2015-18 and since 2023
Term: April 25, 2023 – June 30, 2024

Community College

VACANT POSITION

Public Postsecondary Institution Registrar

Dr. Lindsey Brown
University Registrar
University of Idaho
Member since 2022
Term: October 19, 2022 – June 30, 2023

State Department of Education

Ayaka Nukui
Director of Accountability
State Department of Education
Member since 2022
Term: June 14, 2022 – June 30, 2024

Council membership continued on second page

K-12 School Districts

At-Large School District

Dr. Spencer Barzee
Superintendent
West Side School District
Member since 2021
Term: April 21, 2021 – June 30, 2023

Rural District

Scott Thomson
Executive Director
North Idaho STEM Charter Academy
Member since 2019
Term: July 1, 2021 – June 30, 2023

Urban District

VACANT POSITION

Division of Career Technical Education

Heather Luchte (DMC Secretary)
Director, Performance Management
Division of Career Technical Education
Member since 2014
Term: July 1, 2021 – June 30, 2023

Department of Labor

Georgia Smith
Deputy Director of Communications, Research and Determination Services
Idaho Department of Labor
Member since 2014
Term: July 1, 2022 – June 30, 2024

At-Large Representative

Todd King
Education Data Systems Reporting Manager
Idaho State Board of Education
Member since 2013
Term: February 17, 2021 – June 30, 2023

Statement of Interest:

I am interested in becoming a member of the Data Management Council. I have 17 years of experience in higher education at North Idaho College and believe my background would align with the roles and responsibilities of the Council. I would like to be considered as a community college representative to the DMC. Thank you.

Nashea Noble
Institutional Data Analyst
Planning and Effectiveness
208-769-7812
nanoble@nic.edu
www.nic.edu

1000 W. Garden Ave. | Coeur d'Alene, ID | 83814

NASHEA NOBLE

[redacted] HAYDEN, ID 83835 208[redacted] SHEA2239@HOTMAIL.COM

TECHNICAL HIGHLIGHTS

- Ellucian CROA (SAP Business Objects)
- Power BI
- Ellucian Colleague ERP and Ellucian Recruit CRM
- Microsoft SQL Server Management Studio
- Microsoft Excel

EXPERIENCE

Institutional Data Analyst, Planning & Effectiveness **North Idaho College, 2019-present**

- Work with internal and external requestors to define their needs; identify best data sources and methodologies to fulfill requests
- Prepare and submit federal and Idaho state reporting (eg. IPEDS, NCCBP, PDP, PMAP, PMR, PSR)
- Extract and analyze data from a variety of systems to fulfill recurring and ad hoc requests from the institution and external entities
- Ensure consistent reporting of institutional data and performance indicators.
- Experience with complex relational databases and extraction and analysis tools
- Responsible for data and information to support accreditation compliance, policy development, strategic planning, program review, student learning assessment, and other continuous quality improvement efforts.
- Experience with institutional research practices, compliance reporting, data analytics, outcomes assessment, survey construction and/or descriptive statistics.
- Collaborate with data stewards to ensure data integrity
- Preserve confidentiality of information exposed to in the course of business regarding students and employees.

Admissions Technology Specialist, Admissions Office **North Idaho College, 2012-2019**

- Oversee the data input, maintenance, and functionality of the Admissions module in Colleague.
- Administer the creation and customization of application forms, validation tables, communication plans, campaigns, templates, system views and data import mapping within the CRM.
- Develop, validate, extract, and generate key analytical and operational reports within CROA for the institution that include data metrics and analysis relating to the applicant funnel. Expert for Admissions related data and data fields.
- Manage the testing of the Admissions module within the SIS, CRM, and related software systems when new releases, patches, critical updates, modifications, and integrations are made.
- Audit current systems, identify new or enhanced system functionalities, and assist with the implementation of new software systems for the Admissions Office. Assess capabilities against current workflow to then streamline and improve reporting process efficiencies.
- Work closely, as needed, with Information Technology and other departmental module leads to troubleshoot and resolve reporting and system problems within Admissions related systems.
- Provide guidance and decisions in absence of the Director of Admissions and Registrar.

Senior Records Specialist, Registrar's Office **North Idaho College, 2009-2012**

- Evaluated accuracy of outgoing transcripts, input grade changes, processed credit by exams and advanced placement credits, and processed direct and independent study courses.
- Oversaw section entry in Datatel. Coordinated and trained the Division Assistants and Chairs to produce and publish class schedules for student registration.
- Ran and modified queries in Datatel via QueryBuilder, as requested for departments and coworkers.
- Responsible for all processes associated with the drop for non-attendance, academic standings, and mid-term/final grading. Worked closely with Instruction to adhere to deadlines and institutional policies.
- Oversaw and processed academic standings for students' accounts as well as was responsible for notifying students of their adherence to the satisfactory academic progress guidelines

Administrative Assistant, Registrar's Office **North Idaho College, 2006-2009**

- Oversaw Duplicate section registrations
- Prepared transcript requests, processed student registrations, processed course overloads requested by division chairs, and handled customer service needs from students, staff, faculty, and the public.
- Filed necessary paperwork, customer service representative first point of contact for office, provided support for co-workers when needed, and performed a variety of other administrative assistant duties.

EDUCATIONAL DISTINCTION

Lewis-Clark State College **Coeur d'Alene, ID 2008-2011**

- Bachelor of Science In Justice Studies – GPA 3.87

North Idaho College **Coeur d'Alene, ID 2006-2009**

- Associate of Science in General Studies – GPA 3.12

SUBJECT

Pinecrest Academy of Lewiston No. 618 Tuition Waiver Request

REFERENCE

February 2012	Board approved the request by Weiser School District No. 431 to waive a portion of the tuition rate charge for each individual student attending Weiser High School from Annex School District in Oregon for the 2011-2015 school years, subject to annual review by the Weiser School District Board of Trustees.
April 2017	Board approved the request by Clark County School District No. 161 to waive the tuition rate charge for the kindergarten-aged child of one of its teachers for the 2017- 2021 school years, subject to annual review by the Clark County School District Board of Trustees.
April 2021	Board approved the request by Clark County School District No. 161 to waive the tuition rate charge for the two children of one of its teachers through school year 2024-2025, subject to annual review by the Clark County School District Board of Trustees.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1401 through 33-1405, Idaho Code

BACKGROUND/DISCUSSION

The new Pinecrest Academy of Lewiston Charter School 618, starting operations on July 1, 2023, is seeking a waiver of the tuition charge for the child of its principal. The principal resides in Clarkston, Washington.

Pinecrest Academy of Lewiston’s board is requesting the State Board of Education waive the tuition rate charge for the requested student for four (4) years, subject to annual review by the local board. Should the State Board approve this waiver, it would remain in place through school year 2026-2027.

Pinecrest Academy of Lewiston submits that the overall benefits to the school of having an administrative leader of the Principal’s esteemed credentials will greatly outweigh any minimal detriment associated with this arrangement. The Board has further confirmed that this limited tuition waiver request for the Principal’s child will not constitute an undue financial hardship for the school’s operating budget for the next four school years.

IMPACT

The tuition rate charge that would have been waived this year is $6,918 for one elementary student. The parent will provide transportation. Information for this student will not be included when calculating state foundation dollars for this charter school.

ATTACHMENTS

Attachment 1 – Request for Waiver – Pinecrest Academy of Lewiston Charter School, dated March 27, 2023
Attachment 2 – Pinecrest Academy of Lewiston Charter School Board Meeting Minutes, March 27, 2023

STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Idaho Code § 33-1405, “the board of trustees of a school district may request a waiver from the state board of education of any portion of the tuition rate determined pursuant to this section. A waiver request must be made for each individual student and may be requested for up to four (4) years, subject to annual review by the local board of trustees. Waivers must be requested before April 1 of the year prior to the operative date”.

Pinecrest Academy of Lewiston’s board voted to make the request on March 27, 2023, as evidenced on page 7 of Attachment 2. The school board subsequently submitted a letter requesting the waiver on the same date (Attachment 1).

BOARD ACTION

I move to approve the request by Pinecrest Academy of Lewiston Charter School No. 618 to waive the tuition rate charge for the child of its principal for the 2023-2024 through 2026-2027 school years, subject to annual review by the Pinecrest Academy of Lewiston Charter School Board.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

PINECREST ACADEMY
LEWISTON

March 27, 2023

Julie Oberle
Idaho State Department of Education
650 W. State St.
Boise, ID 83702
jaoberle@sde.idaho.gov

Re: I.C. 33-1403 Waiver Request

Dear Director Oberle:

The Board of Directors (Board) of the Pinecrest Academy of Lewiston (PAL) respectfully submits this limited request for a waiver from the obligation pursuant to I.C. 33-1405 to assess out-of-state tuition for the child of PAL's recently hired Principal, Kathi Keefer. This request is being made for the next four school years pursuant to the express provisions of I.C. 33-1405.

In December 2022, the Idaho Public Charter School Commission approved PAL's charter application to open a K-8 public charter school, commencing with K-5 in the fall of 2023, in Lewiston, Idaho. This school will be the first public charter school in Lewiston and only the third charter school in the entire Region 2.

Despite PAL's diligent efforts seeking candidates to serve as the school's principal, PAL initially received interest from only one potential principal candidate. The Board interviewed that candidate and made an offer of employment to him. However, the candidate ultimately declined PAL's offer on February 13, 2023 a mere six months prior to the anticipated start of PAL's inaugural school year.

PAL immediately continued its efforts to advertise for the position in an effort to secure additional principal candidates. These renewed efforts led to the Board interviewing two new candidates for the principal position.

One of those candidates was Kathi Keefer. Ms. Keefer has nearly 30 years of experience as an educator; 20 years as a classroom teacher in general and special education at the elementary and middle school levels as well as 9 years as a school administrator at both the elementary (Principal) and middle school (Vice Principal) levels. She is Nationally Board Certified in the areas of Early and Middle Child Literacy and is a certified K-12 Administrator in the State of Washington and a K-12 Principal in the State of Colorado.

Based on Ms. Keefer's extensive educational credentials in PAL's targeted grade levels, the Board enthusiastically extended an offer of employment for Ms. Keefer to serve as PAL's inaugural principal. Ms. Keefer has recently accepted this position and has already commenced her administrator duties.

Prior to PAL's re-posting of the advertisement of, and her application for, this principal position in Lewiston, Idaho, Ms. Keefer and her family had already commenced the process of physically relocating from Ellensburg, Washington to Clarkston, Washington. And prior to Ms. Keefer accepting the position of PAL's Principal, the Keefer family had, in fact, purchased a home in the Lewiston-Clarkston Valley (LC Valley) just across the Snake River from Lewiston.

Based on the family's relocation, the Keefer's eight-year old son, Tristen, will unfortunately be zoned to attend the Clarkston School District in Clarkston, Washington. Since Tristen has attended the same elementary school in Ellensburg where Ms. Keefer has served as an administrator, Tristen and his family desire for him to continue his enrollment at PAL when his mother assumes the Principal role this coming fall.

Therefore, the Board of Directors of the Pinecrest Academy of Lewiston respectfully requests a waiver from the obligation pursuant to I.C. 33-1405 to assess out-of-state tuition for the child of PAL's recently hired Principal, Kathi Keefer, for the next four school years.

The Board submits that the overall benefits to the school of having an administrative leader of Ms. Keefer's esteemed credentials will greatly outweigh any minimal detriment associated with this arrangement. The Board has further confirmed that this limited tuition waiver request for the Principal's son will not constitute an undue financial hardship for the school's operating budget for the next four school years.

Please feel free to reach out to our Board with any questions as you consider this request. We sincerely appreciate your time and consideration.

Respectfully,

Anna Wilson

Anna Wilson
Board Chair, Pinecrest Academy of Lewiston
anna.wilson@pinecrestlewiston.org

cc: Michelle Clement Taylor (mtaylor@sde.idaho.gov)

MINUTES
of the board meeting of the
BOARD OF DIRECTORS of
PINECREST ACADEMY OF LEWISTON
March 27, 2023

The Board of Directors of Pinecrest Academy of Lewiston held a public/virtual meeting on March 27, 2023 at 12:00 p.m. at 1330 Powers Avenue, Lewiston, ID, 83501 and Zoom.

1. Call to Order and Roll Call

Board Chair Anna Wilson called the meeting to order at 12:03 p.m. with a quorum present. In attendance were Board members Anna Wilson, Royal Toy, Paul Merrill, Mike Kingsley, Nate Hercula, James Aaseby (elected to the Board 12:13 p.m.), and Steve Wescoatt (elected to the Board 12:19 p.m.).

Principal Kathi Keefer was also present; as well as Academica representatives Dave Litster, Gayle Jefferson, Paul Ballou, Bryce Thiriot, Kendra Thornton, and Trevor Goodsell.

2. Public Comment

There was no public comment.

3. Consent Agenda

a. **Approval of Minutes from the February 27, 2023 Board Meeting**

b. **Approval of Policy 2370: Instruction: Curriculum – Homebound**

c. **Approval of the Pinecrest Lewiston Board Handbook**

d. **Approval of the Pinecrest Lewiston Enrollment Policy**

e. **Approval of Policy 3000: Students: Enrollment and Attendance – Entrance, Placement, and Transfer**

f. **Approval of Policy 3020: Students: Enrollment and Attendance – Enrollment and Attendance Records**

g. **Approval of Policy 3020P: Students: Enrollment and Attendance – Enrollment and Attendance Records**

h. **Approval of Policy 3050: Students: Enrollment and Attendance – Attendance Policy**

i. **Approval of Policy 3280: Students: Enrollment and Attendance – Non-Sectarian Status, Equal Education, and Non-Discrimination**

j. **Approval of Policy 3330: Students: Student Rights and Responsibilities – Student Discipline**

k. **Approval of Policy 3331: Students: Student Rights and Responsibilities – Code of Respect**

l. **Approval of Policy 3525: Students: Student Protection – Immunization Requirements**

m. **Approval of Policy 3540: Students: Student Protection – Emergency Treatment**

n. **Approval of Policy 3570: Students: Student Protection – Student Records**

o. **Approval of Policy 3575: Students: Student Protection – Student Directory Information Policy**

p. **Approval of Policy 3620: Students: Student Protection – Transfer of Student Records**

Member Toy moved to approve items 3a through 3p on the consent agenda. Member Merrill seconded the motion, and the Board voted unanimously to approve.

4. **Action and Discussion Items**

a. **Interview Board Member Candidate(s)**

The Board interviewed candidates James Aaseby and Steve Wescoatt to fill two vacancies on the Board. Résumés were included in the support materials. Interview questions pertained to the candidates' desire to serve on the Board, qualifications for serving, opinion of what makes a school effective, opinion of the role of the Governing Board, time commitment, and whether they had children enrolled at the school.

Mr. James Aaseby addressed the Board, stating that education was important, and he wanted to be a part of the charter school if possible. His qualifications included his journeyman's licensure and experience in construction and management, which was an important part of a business. He felt an effective school would listen to parents, have a strong evaluation process, have open mindedness regarding curriculum, and would support families. Mr. Aaseby also stated that the Board's role included making sure the lights stayed on, choosing curriculum, inclusion of all families, and holding educators accountable. He felt he was able to devote time to the Board, and noted that two of his children were currently enrolled at the school.

Mr. Steve Wescoatt addressed the Board and stated that he spent the last 30 years working with school districts and charter schools as a CPA, and that it was important that students have opportunities and the structure to succeed. Effective schools ran like a business, and the Board was the connection with the school, community, and students. Mr. Wescoatt felt he would be able to devote the time needed to the Board, and that his granddaughter would be attending the school. Member Hercula asked if he had experience managing finances for a school board. Mr. Wescoatt replied that he had worked with the school district's financial planners during audits and when securing bonds.

b. Discussion and Possible Action to Elect Board Members(s) to the Pinecrest Academy of Lewiston Board of Directors

Member Merrill moved to elect James Aaseby to the Board of Directors. Member Toy seconded the motion, and the Board voted unanimously to approve.

Member Toy moved to elect Steve Wescoatt to the Board of Directors. Member Merrill seconded the motion, and the Board voted unanimously to approve.

Member Aaseby drew Seat 6 for a 5-year term, and Member Wescoatt drew Seat 7 for a 3-year term.

c. Update on School Initiatives from Principal Kathi Keefer

Principal Kathi Keefer addressed the Board and reported on the following school initiatives:

- In-person parent meetings
- Las Vegas visit with Pinecrest team leads and campuses
- Initial orders for furniture, facilities, and curriculum
- Interviews for Office Manager/Registrar and teachers
- Exploring uniform options with local vendors

d. Discussion and Possible Action to Authorize the Principal to Apply for Grants

Ms. Gayle Jefferson addressed the Board and recommended it authorize Principal Keefer to apply for grants on the schools behalf. Member Toy confirmed that it would be a standing approval for grant opportunities, but would not allow her to accept grants on behalf of the Board. Ms. Jefferson replied affirmatively; adding that, when a grant was awarded, the dollar amount and procedures for acceptance would be presented to the Board for their approval.

Member Merrill moved to grant the principal authority to apply for grants on behalf of Pinecrest Academy of Lewiston. Member Wescoatt seconded the motion, and the Board voted unanimously to approve.

e. Discussion Regarding Uniforms at Pinecrest Lewiston; as well as Possible Action to Approve a Uniform Policy

Member Wilson opened the floor to discuss whether or not to approve uniforms; adding that most of the Pinecrest schools had a uniform policy. She noted that Principal Keefer was prepared to work with local vendors to make them more affordable for families. Member Wilson stated that she was in favor of uniforms, and that some parents voiced their support as well. Principal Keefer stated that she highly recommended uniforms as a Pinecrest organization, as uniforms offered benefits in safety and security, alleviated social pressures, and provided free advertisement for the school. Member Wescoatt stated that teachers should also be required to wear clothing with the Pinecrest logo for the same reasons as the students. Principal Keefer stated that teachers and staff would have the same opportunities to purchase Pinecrest wear through the vendor.

Member Toy stated that the uniforms would need to be affordable, and that he did not want to make attendance at the school difficult for anyone that could not afford to purchase labeled merchandise. He requested that low-cost options be found and that they determine ways to help supplement families who would be burdened. Member Hercula stated that he would like to see the Board provide a uniform closet for the first year as a resource for families in need to purchase uniforms at a discounted price. Further discussion ensued regarding uniform donations and identifying funding options to help supplement uniforms. Principal Keefer stated that they could make it cost efficient for all families and could start working on the uniform closet to further help ease the burden for those families in need; adding that the sooner the Board approved uniforms the faster she could get quotes communicated to families.

Member Hercula moved to approve uniforms for Pinecrest Academy of Lewiston. Member Merrill seconded the motion, and the Board voted 6 to 1 to approve with Member Toy voting in opposition.

f. Discussion and Possible Action to Approve the Service Agreement between Academica and Pinecrest Academy of Lewiston

Member Wilson explained Academica's role with the school as a service provider. Member Wescoatt stated that the agreement on page 88 of the supporting documentation was between Academica and Pinecrest Academy of Idaho instead of Pinecrest Academy of Lewiston. He also identified outdated financial language. Ms. Gayle Jefferson addressed the Board and suggested Academica work with Member Wescoatt after the meeting to make the changes to the wording.

Member Wescoatt moved to approve the service agreement between Academica and Pinecrest Academy of Lewiston subject to the changes discussed. Member Merrill seconded the motion.

Member Hercula asked if outside counsel had reviewed the agreement. Ms. Jefferson replied affirmatively. Member Toy asked whether or not the agreement had taken into account the waiving of fees should the school not be able to meet enrollment requirements. Mr. Trevor Goodsell addressed the Board and replied that the waiving of fees was not part of the service agreement; adding that Academica was committed to the school being financially viable and would waive fees if the school was unable to meet the requirements. Member Toy requested that the good faith fee waiver be put into writing, and that the service agreement with Academica be pushed to the next meeting pending the changes mentioned above with the additional documentation of the waiver. Member Hercula asked if the Board could conditionally approve, and Member Toy suggested they approve electronically once documentation was provided for the fee waiver, and the adjustments had been made to the language in the service agreement.

Member Toy restated the motion to approve the service agreement between Academica and Pinecrest Academy of Lewiston with conditions of receipt of a fee waiver document, as well as the wording corrected in the agreement, and that the Board vet through electronic means. Member Kingsley seconded the motion, and the Board voted unanimously to approve.

g. Discussion and Possible Action to Approve the Pinecrest Lewiston Financial Policies and Procedures

Mr. Goodsell stated that the financial policies and procedures document was the same document that had been submitted for Doral Idaho and Pinecrest Idaho. He reviewed the document, highlighting that all expenditures would need to be accompanied by a purchase order, and that purchases totaling less than $2,500 required at least one signature for approval. Purchases of $2,500 to $25,000 required two signatures, one of which would always be an authorized school administrator. Checks over $25,000 would require two signatures, one of which would be the signature of the Board Chair. Authorized signers were typically the Principal, Board Treasurer, Board Chair, and Mr. Goodsell.

Mr. Goodsell stated that items such as utilities would be an exception to the purchase orders since they were a re-occurring expense and would be paid automatically; adding that federal grant funding had specific procedures. There would be no petty cash purchases, GSA rates would be used for travel, and capitalization would be at $5,000. He also stated that he did not foresee any issues with the submission of the document.

Member Toy moved to adopt the Pinecrest Academy of Lewiston Financial Policies and Procedures Manual. Member Kingsley seconded the motion, and the Board voted unanimously to approve.

h. Discussion and Possible Action to Approve the MOU for Start-Up Costs between Charter School Development, LLC and Pinecrest Academy of Lewiston

Mr. Goodsell explained that the MOU would be the start-up loan to help cover beginning operating expenditures. The terms and conditions were outlined on page 141 of the supporting materials. Mr. Goodsell stated that the school could borrow up to $30,000 for a term of 24 months at 5.5% interest rate with the first payment deferred until September 15, 2024, allowing the school to build up enrollment and receive funding from the State. Member Merrill suggested adding language to the MOU that Charter Development Solutions, LLC be bound by the forgiveness provision. Member Hercula asked if the loan was needed since the school was receiving CSP funds. Mr. Goodsell replied that the funding would cover the expenditures that had already accrued on items needed to get the school up and running. Ms. Jefferson also clarified that the MOU was for the items that were not reimbursable through the CSP grant, such as applying for the 501c3. Member Toy asked if there would be additional fees for paying the loan back earlier than contracted. Mr. Goodsell replied there would not be since there was no interest accruing until September 2024. Member Toy then stated that there would be no need for a forgiveness provision should the school be able to pay the loan back early.

Member Merrill moved to approve subject to the provisional language that Charter Development Solutions, LLC be bound by the forgiveness provision. Member Hercula seconded the motion.

Member Toy asked if there would be any issues with Charter Development Solutions, LLC being held to the same forgiveness provision as Academica. Mr. Goodsell replied that this would simply be a loan and not a management situation; adding that, if needed, he could work something out to where the school would not start paying the loan back until they were financially ready to do so.

Member Wilson opened the floor to a vote, and the Board voted unanimously to approve.

i. Discussion and Possible Action to Approve a Furniture, Fixture, and Equipment Funding Source for the 2023/2024 School Year

Mr. Goodsell reported that this line of funding was no longer needed since the school had been granted the CSP grant, and that he was working on obtaining a line of credit with Vectra Bank to expense the CSP funds.

j. Discussion and Possible Approval of Pinecrest Academy of Lewiston's Participation in the National School Lunch Program (NSLP)

Ms. Kendra Thornton, the Federal and State Programs Manager at Academica, addressed the Board and presented the option for the school to participate in the National School Lunch Program (NSLP); adding that the state application had been included in the support materials. Ms. Thornton noted that the biggest challenge for schools in smaller cities was finding a compliant vendor, and that they may discussed whether a school district would vend meals to the campus. They could also work with a local café or non-NSLP vendor to reach compliance. Ms. Thornton also stated that the school did not have a kitchen space, which would require the meals arrive at the school ready to serve. Should the Board choose to participate, a proposal would be sent to the state requesting approval to obtain a vendor. Ms. Thornton reviewed the required steps as contained in the support materials beginning on page 153.

Member Toy asked what the benefits would be for participating with the NSLP. Ms. Thornton replied that the NSLP was for all students, whether they qualified as free or reduced or not, and that it would be a way for parents to provide their children a meal during the school day at little to no cost. Participating in the NSLP would also accurately track the school's free and reduced student population, which was useful when applying for E-Rate services and Title I grants. Member Wescoatt asked how it would work to contract with an outside vendor. Ms. Thornton replied that all of the charter schools Academica serviced in Las Vegas contracted with a private company out of Los Angeles, California. The Las Vegas charters had kitchens on site and were able to heat and serve the meals. She continued that the Reno, Nevada charters would be more like Pinecrest Lewiston, in that they vended their meals ready to serve from the Boys and Girls Club. There were also two charters in Arizona who worked with a catering model. Ms. Thornton explained that a warming cabinet or insulated bags could be purchased to maintain temperature controls if food was vended warm.

Member Hercula stated that he met with a local restaurant interested in partnering with the school, and felt it would be worth following up with them. Ms. Thornton replied that she could reach out and work with the restaurant; adding that non-NSLP providers would need to purchase a meal menu planning software to ensure they were compliant with government nutrition regulations. If the restaurant was unable to become NSLP compliant, or an approved NSLP vendor could not be found, an income verification form could still be released to determine the free and reduced students.

The school could work with the restaurant and charge a few more dollars per meal for paid students that would supplement the meal price for the free and reduced students to help provide meals for struggling families.

Member Toy moved to approve Pinecrest Lewiston's participation in the National School Lunch Program. Member Wescoatt seconded the motion, and the Board voted unanimously to approve.

k. Discussion and Possible Action to Submit a Tuition Waiver Request to the Idaho State Board of Education

Member Wilson explained that they needed to submit a limited tuition waiver request to the state to waive the out-of-state tuition for Principal Keefer's son. Principal Keefer's family had purchased a home outside of the zoned school district prior to accepting the position as Pinecrest Lewiston Principal; however, she wanted her son to enroll at Pinecrest, despite living in Washington. Member Merrill asked if there would be a limit on how many waivers the Board could submit to the state. Mr. Paul Ballou addressed the Board and stated that Idaho State statutes allowed the request for tuition waivers, and that requests had to be made for each individual student; adding that each waiver could be renewed up to 4 years, subject to annual review by the Board. He explained that Pinecrest Academy of Lewiston was a tuition-free public school for Idaho students, and that they would otherwise be required to charge tuition for out of state students; however, the CSP grant provisions prohibit the school from charging tuition once the grant was accepted. Should the Board approve today, the request would be submitted this week and would most likely be discussed at the June State Board of Education meeting.

Member Merrill moved to submit the tuition waiver request to the State Board of Education as written.

Member Kingsley requested that the state be made aware of the proximity of Clarkston to Lewiston. Mr. Ballou stated that he had spoken to the financial director at the Department of Education who had shared a few examples of when a waiver had been approved; adding that he was hopeful for a good outcome since this was a unique situation.

Member Wilson asked for a second to the motion. Member Hercula seconded the motion, and the Board voted unanimously to approve.

l. Discussion and Possible Action to Approve the Pinecrest Lewiston Board's Membership in the Idaho School Board Association (ISBA)

Mr. Dave Litster addressed the Board and explained that, as a new charter school, the Idaho School Board Association would only charge them 50% of the total annual membership fees; adding that they would be saving $850 for the first year of operations, and would then pay $1,700 each year after that.

Member Toy moved to approve the Pinecrest Lewiston Board's membership in the Idaho School Board Association. Member Merrill seconded the motion, and the Board voted unanimously to approve.

m. Discussion Regarding a Board Insurance Provider

Mr. Litster stated that one of the benefits of being in the Idaho School Board Association was access to their insurance policy written through Idaho County Risk Management Program, with Moreton & Company as the authorized broker. He reviewed the application process and explained that rates would not be known until May or June; adding that the premiums for Pinecrest in Twin Falls was a little over $12,000. Mr. Litster recommended moving forward with approval since the Board did not have insurance in place.

Member Hercula moved to approve Moreton & Company as the Board insurance provider. Member Merrill seconded the motion, and the Board voted unanimously to approve.

n. Discussion and Update Regarding the Pre-Opening Checklist

Mr. Ballou stated that the recently adopted Board policies would be added to the website, and that they would be moving forward with some of the other items on the list.

o. Marketing and Enrollment Update

Mr. Bryce Thiriot addressed the Board and reported that he had met with Principal Keefer and discussed her vision for marketing the school. He sent postcards last month to 2,340 households with children ages 4-10, promoting enrollment at the school. The parent night was also promoted and the grounded brand awareness was discussed; adding that banners would be placed on the fences, websites and social media sites would be updated, and swag items would be ordered to distribute at events. He also stated that the website was now live and any feedback would be appreciated. Ms. Jefferson stated that they discussed having a sign installed on the property; as well as determining a mascot with Principal Keefer. Member Toy asked if the Board could get a high quality graphic of the logo. Mr. Thiriot replied affirmatively. Member Wilson asked what she should do with all the old mailers and posters. Mr. Thiriot replied that she could discard the old materials since he would be updating the information and sending out new mailers.

Mr. Litster stated that currently there were 146 students enrolled, with 31 enrolled for kindergarten; 26 for 1st grade; 29 for 2nd grade; 23 for 3rd grade; 19 for 4th grade; and 18 for 5th grade. Member Hercula asked if all were claimed seats. Ms. Jefferson replied that only 50 students were actually registered with 96 accepted and needing to finish registration documents. Member Wilson asked if parents would be notified when their child was registered. Member Hercula stated that he received an email notification earlier today that his child was enrolled. Ms. Jefferson recommended checking spam folders for the email; noting that everyone who had applied had been accepted.

p. Facility Update

Mr. Litster stated that he and Principal Keefer had walked the building with Jake McKenzie from the Boys and Girls Club, and that demolition and improvements would be started now that the agreement had been signed; adding that he would bring the signed lease to the Board for review and signature. Member Hercula asked what had been decided regarding the options for office space and the entrance. Mr. Litster replied that they would use partitions instead of building walls due to the original HVAC construction around the light fixtures, which would also be more cost-affective. The main entrance would remain the same and the reception area would have an ADA restroom built by the drinking fountain with Principal Keefer's office adjacent to that.

5. Announcements & Notifications

The next meeting was scheduled for April 24th at 12:00 p.m. PT.

6. Member Comment

Member Wilson stated that she would like to look at moving their meetings to the school site and changing the time, making it more convenient for families to attend.

7. Public Comment

There was no public comment.

8. Adjournment

Member Wilson adjourned the meeting at 1:40 p.m.

Approved on: April 27, 2023

Nathan Hercula
Nathan Hercula (Apr 27, 2023 19:26 PDT)

Secretary of the Board of Directors
Pinecrest Academy of Lewiston