

**Mississippi State University
Request for Proposals (RFP) 20-06
Game Day Concession Services**

ISSUE DATE: January 8th, 2020

ISSUING AGENCY: Office of Procurement and Contracts
Mississippi State University
610 McArthur Hall
245 Barr Avenue
P.O. Box 5307
Mississippi State, MS 39762

Sealed proposals, subject to the conditions made a part hereof, will be received February 14th, 2020, at 2 p.m. in the MSU Office of Procurement and Contracts (same address listed above) for furnishing services described herein.

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

Direct all inquiries concerning this RFP to:

Jennifer Mayfield
Office of Procurement and Contracts
jmayfield@procurement.msstate.edu
662-325-2550

- A. The only official answer or position of MSU will be stated in writing in response to written questions through an official Addendum.
- B. Questions concerning the specifications in this Request for Proposals must be submitted in writing and will be accepted until 2 p.m. on Jan. 27, 2020. A summary of all questions and answers will be posted at <http://www.procurement.msstate.edu/bids> as an addendum located under RFP 20-06. The questions, answers, and any revisions to the RFP will be posted January 31, 2020.
- C. It is the respondent's responsibility to assure that all addenda have been reviewed, and if applicable, signed and returned.

1. University Overview

- a) Mississippi State University (MSU) desires to contract with a reputable and responsible firm which can efficiently and effectively maximize food concession opportunities to increase net revenues by developing strategies that benefit MSU and the successful respondent. This RFP is for services at the Starkville campus only.
- b) Mississippi State University (MSU) is a comprehensive land grant university of 22,000 students and approximately 5,000 faculty and staff. The main campus is located adjacent to the community of Starkville in northeast Mississippi, with a remote campus located in Meridian with an enrollment of 700 students. Additionally, MSU operates several remote agricultural experiment stations and has an Extension office located in each of the eighty-two Mississippi counties.
- c) MSU is seeking proposals to provide Game Day Food Concessions for the Starkville campus and at the various athletic facilities listed below. The Concessionaire is not the exclusive caterer for events held at Athletic Facilities.
- d) MSU plays NCAA Division I athletics in the Southeastern Conference (SEC). The Concessionaire must collaborate with the MSU Athletic Department to determine mutually agreed-upon areas of the campus that will serve as satellite locations on football game days. Respondent shall provide Concessions at the Athletic Facilities listed below:
 - Davis Wade Stadium at Scott Field (Football – 61,337)
 - Humphrey Coliseum (Men's and Women's Basketball – 10,500)
 - Polk-DeMent Stadium at Dudy Noble Field (Baseball – 15,000)
 - Newell-Grissom Building (Women's Volleyball – 3,500)
 - MSU Soccer Field (Women's Soccer – 1,000)
 - Nusz Park (Softball – 1,000)
 - Mike Sanders Track Complex (Men's and Women's Track – 1,000)
 - A.J. Pitts Tennis Centre (Men's and Women's Tennis – 1,000)
- e) Additional information about MSU can be found on our website www.hailstate.com

2. Invitation to Submit Proposal on RFP

MSU invites qualified respondents to join us in establishing a concession partnership to maintain the highest quality services for our customers and create new opportunities providing substantial benefits for both MSU and the successful respondent.

3. Inquiries About RFP

Prospective respondents may make written inquiries concerning this request for proposal to obtain clarification of requirements. Responses to these inquiries may be by addendum to the Request for Proposal (RFP). The deadline for inquiries shall be Monday, January 27, 2020. Please send your inquiries to Jmayfiled@procurement.msstate.edu.

4. Addendum or Supplement to RFP

In the event it becomes necessary to revise any part of this RFP, an addendum to this RFP will be provided to each respondent who received the original RFP. Respondents shall not rely on any other interpretations, changes, or corrections.

5. Schedule of Critical Dates

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

RFP Posted	January 8, 2020
Pre Bid Meeting and Facility Tour	January 22, 2020
Prospective respondents written inquiries deadline	January 27, 2020
Responses to inquiries posted	January 31, 2020
Proposal submission deadline – 2 p.m.	February 14, 2020
Provider Presentations	March 12, 2020
Award determination date (estimated target)	March 19, 2020
Contract signed (estimated target)	May 18, 2020
Contract effective date	July 1, 2020

6. Proposal Contents

- a) At a minimum, the following items should be included in the contents of the proposal:
 - i. Cover letter, indicating the scope of the proposal. In addition, the letter should include a statement indicating acceptance of the standard contract and clearly identify any proposed changes to the standard contract. The letter should include a statement of exceptions to any of the terms and conditions outlined in this RFP. Cover letter should be no more than three (3) pages in length.
 - ii. Executive Summary: Submit a narrative stating your interest in the contract and your understanding of the nature and scope of the services to be provided. Further include:
 - o Overview of Vendor qualifications and year Vendor was established
 - o Organizational profile, including operation under other Vendor names providing services the same or similar as described herein

- Ability to comply with all requirements of agreement
 - Explain why your firm would be the best choice for MSU
 - Corporate-wide programs, performance standards and metrics, unique features, key initiatives, and the corporate support structures pertinent to the MSU program
- iii. Organizational Chart: Submit an organizational chart including title of local director and all salaried staff, district, and corporate levels of Respondent. Describe how the organizational structure will ensure orderly communications, distribution of information, and effective coordination of activities, accountability, and decision-making authority. A separate organizational chart should be provided for the proposed staffing of the Athletics concessions.
- iv. References: Provide three (3) similar or like clients as references, for which Respondent has performed (or is currently performing) work similar in nature, scope, and size of the MSU Game Day Food Services within the last five (5) years. If not included with the three above include three additional references with athletic concessions and catering experience. Information should include:
- Institution
 - Institution's Address
 - Contact name, telephone number, and email
 - Similarity with scope and size of the MSU
 - Length of time management services have been provided

It is the responsibility of each Respondent to ensure that all references are current and fully completed. MSU reserves the right to contact all references submitted or to seek additional references. MSU reserves the right to use an external party, such as D&B Open Rating (or other), to conduct reference checks.

- v. Project scope and methodology:
- Provide a proposed list of all product offerings, portion sizes, and pricing of items that will be sold (giving full consideration to MSU's current pricing model), and whether the products will be prepared by the Vendor or a subcontractor. MSU has plans to continue its low-cost pricing model along with continuing sponsorships with its pouring rights and official meat partner.

- Provide a high-level recommendation of a point-of-sale system(s) that is PCI compliant. Anticipated project costs associated with this plan would be appreciated.
- Provide detailed information of any new or creative product offerings, equipment upgrades, facility upgrades, or service plans that are being proposed to enhance customer experiences of concessions.
- Describe your proposed commitment to your relationship with the Athletics Department, including but not limited to presence at all athletic events, quality of food and beverage offerings, and commitment to customer satisfaction.
- Describe key performance indicators (KPI) that will be utilized to monitor customer satisfaction and other priority areas.
- Describe the facilities, technical experience, organization, and support staff that will be assigned to provide the products and services outlined within the specifications.
- Describe the size and capability of the Respondent's game day support staff that will be dedicated to compliance with the Agreement.
- Give a clear description of the sanitation and maintenance programs that will be followed.
- Give a clear description of the employee training programs that will be followed. Please also provide broad overview of recruiting game day staff.
- Give examples of successful experiences with the specified activities for athletic venues of similar size and scope.

7. Term of Agreement

- a) It is MSU's intention to enter into one five (5) year agreement with an option to renew for an additional five (5) years upon the written consent of both parties. While MSU expects to stay with the same Concessionaire for the full term of the contract, it is understood that during a 5-year span, there can be vast changes in technology, economy, marketing, services, student preferences and products. Such changes may require that MSU consider alternate methods or other Concessionaires.
- b) MSU reserves the right to terminate the contract with the Concessionaire, with or without cause, with thirty (90) days notice by the Director of Procurement and Contracts via certified mail to the address listed on the signature page of this RFP (See Appendix B) if any of the terms of the proposal and/or contract are violated. In the event of termination of contract and rebidding is initiated by MSU, the current Concessionaire agrees to give reasonable access and inspection of vending equipment and service locations to the other

interested respondents. Pre-opening and any unamortized investments that are were not purchased and/or paid by MSU will need to be part of a termination payment.

- c) In the event the Concessionaire fails to carry out and comply with any of the conditions and agreements to be performed under the specifications, MSU will notify the Concessionaire, in writing, of such failure or default. In the event the necessary corrective action has not been completed within a ten (10) day period, the Concessionaire must submit, in writing, why such corrective action has not been performed. MSU reserves the right to determine whether or not such noncompliance may be construed as a failure of performance of the Concessionaire.

8. Transition Plan

- a) Respondents must commence operations on contract start date of July 1, 2020.
- b) Within 21 days of being awarded the contract, the Concessionaire agrees to provide MSU with a detailed transition plan.

9. Multimedia Rights

- a) Learfield d.b.a. MSU Bulldog Sports Properties (BSP), LLC has been the exclusive marketing and multimedia rights holder for the Athletic Department since 2008 and is currently under contract through the 2026-2027 season. BSP provides corporate partners with single-source sponsorship across all Athletic Department platforms, including market exclusivities, in-venue displays, print, radio, television, experiential marketing, online, mobile, social, and various intellectual property rights.
- b) Concessionaire is required to coordinate with BSP to maintain a list of on-campus exclusivities in any food or vending category and is prohibited from partnering with corporations or organizations (on the MSU campus) which compete with these exclusive partners. Concessionaire is also encouraged to assist in creating opportunities for existing and prospective BSP corporate partners; to increase revenue opportunities for MSU Athletics in partnership with BSP; and to make good-faith efforts to provide common-sense relationships with these partners which expand opportunities for patrons to MSU Athletics events.

10. Financial Proposal

- Option 1: We would like each provider to recommend a Management Fee structure that contains financial incentives for the provider for quality run operations and responsible financial management of the account.
- Option 2: Recommendation of another financial model that best position MSU and the Concessionaire in all areas of a partnership.
 - Should a profit-split model be proposed, all splits would be paid on the incremental profit dollar and not retroactive back to dollar one.

- MSU invites Respondents to suggest additional financial incentives that could become applicable throughout the Term of this Agreement.
- If Respondent anticipates construction of facility improvements, a detailed plan must be provided which defines the amount of funding for renovations, alterations, equipment, etc. the Concessionaire will invest. This plan should also describe the amortization conditions for the capital outlay provided by the successful Respondent based on an Agreement of a term of at least (5) years with an option to renew for one (1) additional five (5) year term, for a total of up to a ten (10) year Agreement. Also, the Respondent will work in good faith with MSU on a review of additional capital improvements for concession operations once a Respondent has been selected. All plans must have the approval of MSU Campus Operations and MSU Athletics prior to initiation of any project.
- Provide pro-forma financial statements for each year of the proposed contract base term (5 years) with projected net sales (i.e., all sales less sales taxes remitted), food/beverage costs, equipment maintenance funding, pest control funding, etc.
- The Respondent will be required to:
 - Provide food services, including local cuisine, meeting the needs of students and patrons via high-quality food offerings meeting safety and food regulations;
 - Comply with all applicable provisions of MSU's other obligations, including contractual agreements.

11. Written or Oral Discussions/Presentations

After the opening of all Offers received by the closing time and date for accepting offers, Respondents may be required, at the request of MSU, to make a public oral presentation or provide written clarifications to their Offers. Oral presentations may be recorded. Any oral presentation or written clarification given by Respondent will be considered part of the document. Appropriate personnel in MSU Office of Procurement and Contracts will schedule any such presentations or address any needed written clarifications. MSU reserves the right to request a "best and final offer" at its discretion.

12. Evaluation of Proposals

- a) The evaluation Committee (hereinafter referred to as "Committee") shall evaluate all submittals received for RFP. The evaluation factors set forth in this section are described as follows:

- i. Projected Financial Impact to MSU – This shall be the overall financial impact to MSU during the term of the contract based upon the proposal. MSU will have sole authority to determine the reasonableness of estimates.
 - ii. Corporate Structure, Credentials, and Prior Experience – MSU will be attempting to determine the probability of future success of the program based upon the organizational structure and proven experience of the Respondent.
 - iii. Operations and Plan to Perform – MSU will be attempting to determine the probability of future success of the program based upon the Respondent’s plan for providing the service.
 - iv. Efficiencies and Sustainability – MSU will be attempting to determine any increased efficiencies for the institution (examples may include, but are not limited to, a single Concessionaire of all services to reduce book-keeping issues; electronic transfer of funds, electronic records, etc.). MSU will also be considering “Sustainability” issues such as healthy foods, recycling, waste minimization, energy conservation, etc.
- b) Failure to attend an interview presentation before the committee may result in a proposal not being considered.

13. Discussions/Negotiations/Award Process

- a) MSU reserves the right to conduct discussion(s) with any or all respondent(s) or to make an award of a contract without such discussion(s) based only on evaluation of the written proposals. MSU reserves the right to contact and interview anyone connected with any past or present projects with which the respondent has been associated. MSU likewise reserves the right to designate a review committee to evaluate the proposals according to the criteria set forth under this section. MSU may make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.
- b) MSU will begin negotiations with the top-ranked Respondent(s) as recommended by the Evaluation Committee. The final contract may reference and incorporate all attachments, addenda, specifications, terms, and conditions of this RFP, and to include Respondent’s offer, contract negotiations, and final acceptance. MSU may add to or amend any item or condition of the sample contract prior to final acceptance by both parties. Negotiations may continue with one or more Respondents until such time as a contract is agreed upon or until MSU rejects any or all proposals.
- c) MSU reserves the right to request a “best and final offer”. If contract negotiation is unsuccessful or the highest ranking Respondent fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, or through discovery, cannot provide the services as stated within their proposal, MSU may

terminate negotiations and begin negotiations with the next highest-ranking Respondent.

14. Concessionaire Requirements

The Agreement resulting from this RFP shall incorporate, the following requirements.

a) Management Requirements

- Respondent must provide a description of a management plan to manage and operate the locations. This plan will include proposed manager, staffing plan, training, and changes in the operations.

b) Personnel and Background Checks

- Concessionaire shall be required to provide all management and other personnel necessary for performance of its rights and obligations under the Agreement. Employment conditions governing Concessionaire employees shall be as determined by Concessionaire.
- The successful Respondent must conduct and possess a current background check on all employees, whether full or part-time. A deficiency shall result if an employee of the Respondent cannot produce a background check for the employee or the employee does not pass a background check. This may result in the removal of the employee from MSU.
- Due to the diverse work force, faculty and students at MSU, there are many vulnerable populations in the campus community. In an effort to ensure their safety, the Concessionaire must provide a letter certifying that criminal history checks have been conducted on all employees and/or volunteers providing service to MSU. As team members are added throughout Agreement period, an updated letter must be provided. An updated letter will be required every year, at Agreement extension, for all team members, and any additional staff members that may be used. The criminal history check information must be maintained on file by the Concessionaire, and MSU reserves the right to request copies of the criminal history checks at any time. The Concessionaire shall be required to adhere to all University policies.
- MSU reserves the right to request immediate removal of any personnel for conduct which is determined to be not in the best interest of MSU.
- MSU will have final approval over employees who will be assigned to manage different areas.

c) Data Security Standards Compliance -Payment Card Industry (PCI)

- Concessionaire represents and warrants that for the life of the Agreement, the software and services used for processing transactions shall be compliant with standards established by the PCI Security Standards Council (<https://www.pcisecuritystandards.org/index.shtml>) and follow applicable privacy and data security laws. Concessionaire agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to any loss of University including but not limited to the collection, processing, storage, protection and disclosure of personal information, and the applicable privacy policies and agreements of University retained or maintained by Concessionaire, including but not limited to fraudulent or unapproved use of such credit card or identity information.

15. Price Changes

- a) MSU is committed to providing affordable concession options at all venues. As a result, MSU reduced its concession pricing prior to the start of the 2018-19 academic year. Appendix A denotes current pricing.
- b) Requests by Concessionaire for initial prices or to increase or decrease retail prices for food and beverages offered by the Concessionaire must be made to MSU at specified dates to be established for each Athletic Venue. Initial price requests must be sent to MSU at least thirty (30) days prior to the start of a sports season.
- c) Retail price requests will be reviewed by University in a timely manner and evaluated on the basis of thoroughly documented need provided by the Concessionaire. MSU reserves the right to reject retail price increases or decreases; however, MSU shall not unreasonably withhold or delay such pricing approval and implementation. No prices of food and beverages and other items for sale at the Premises or pursuant to this Agreement may be increased or decreased without consent of MSU.

16. Inspection of Premises

MSU shall have the right to inspect the Premises and the operations thereon by the Concessionaire including but not limited to concession operations with respect to the quality of food served, the method of services thereof, opening and closing times, operation schedules, menus, portion sizes, prices, inventory control, safety, sanitation and the regular maintenance of the Premises. The authority to inspect and ensure compliance would also pertain to any other reasonable regulations adopted by MSU pertaining to the Concessionaire's operations.

17. Equipment

- a) Concessionaire shall maintain all University equipment, Leasehold Improvements, smallwares, and uniforms responsibly necessary to conduct the food service operations. Any equipment, Leasehold Improvements, smallwares, and uniforms needing to be purchased or replaced shall be mutually agreed upon by MSU and Concessionaire.
- b) Equipment must be kept clean, in good appearance, and in first-class working order at the time of installation. Such equipment must meet all state, county, and local safety and health requirements. Equipment installation and removal where utility connections and/or alteration of University property is involved shall be by or under the direction of MSU and the Concessionaire.
- c) In case of Concessionaire's default in the performance of the Agreement, MSU reserves the right to use Concessionaire's equipment for a reasonable time and to pay a reasonable rental until such time as an Agreement with a new Concessionaire can be negotiated. If Concessionaire and University cannot agree upon a rental price, it is agreed that a professional appraiser will be appointed by the parties to determine the rental, all appraiser fees will be paid by Concessionaire University shall have the option to rent said equipment at the appraised price.
- d) University reserves the right to require the Concessionaire to remove its equipment upon cancellation or termination of Agreement. If within seven days or a mutually agreed upon time line, Concessionaire does not remove equipment, then the equipment will be deemed to be abandoned and MSU has the right to remove it, sell it, and bill the vendor for any removal costs not covered by the sale of the equipment.

18. Business Conduct

- a) The Concessionaire will contract goods, services, and employment needed to accomplish the conditions of this Agreement, in addition to that currently provided by MSU, in its own name and not implicate MSU as being liable, either directly or by inference in any transactions. The Concessionaire will comply with all applicable Federal, State, and Local laws and regulations pertaining to business conducted in accordance with this Agreement and will conform to MSU's policies and practices.
- b) Beverage/Pouring Rights Agreements
 - Concessionaire acknowledges and agrees that its rights regarding beverages under this Agreement are controlled by existing beverage agreements between MSU and beverage/pouring rights agreement executed after this date shall be adhered to. All alcohol pouring rights will be maintained and in compliance with all Mississippi State and Local Alcohol Laws and Policies.

c) Safety and Sanitation

- Concessionaire shall provide regular housekeeping, cleaning, preventive maintenance, and sanitation service for Premises, and necessary commercial equipment and supplies for all concession operations. These areas shall include but not be limited to production and serving areas, refrigerators, freezers, receiving and storage, trash and garbage, employee locker rooms, restrooms, offices, hallways, and stairs or elevators used by the Concessionaire.
- Concessionaire will purchase for service and serve only food, beverages, confections, and edible products (“Food Products”) that are wholesome, unadulterated, first time quality, and name brand products.
- Concessionaire will cause all Food Products and beverages to be handled, stored, prepared, and served under sanitary conditions and in strict compliance with all applicable federal, state, and municipal laws, ordinances, and regulations.
- All Food Products and beverages offered or served by Concessionaire and the area where they are stored, prepared, or served will be subject to inspection by authorized representatives of MSU and federal, state, and municipal agencies. Concessionaire will immediately correct any practice or condition related to the storage, preparation, or service of Food Products or beverages upon written notice that such practice or condition is not in compliance with standards required by MSU or applicable federal, state, or municipal laws, ordinances, or regulations. Concessionaire will immediately remove from University premises any food product or beverage upon written notice that it is unacceptable to MSU or that it does not meet the standards required by federal, state, or municipal laws, ordinances, or regulations. Any cost or expense incurred by Concessionaire to achieve compliance will not be reimbursable.

19. Facilities Alterations and Construction

All intended facility additions, alterations, improvements, and/or construction will be made as mutually-agreed by the Concessionaire and MSU. All plans and specifications for additions, alterations, and improvements must be approved by MSU prior to installation of any work, and all such work will be performed to the approval of MSU’s Office of Facility Management; with MSU assuming these Facility Development supervisory costs.

20. Office and Administrative

- a) MSU shall furnish all existing electricity, water and drainage service as required for Concessionaire’s operation without cost to the Concessionaire. The Concessionaire will supply the labor or material costs required to make any necessary initial equipment connections. MSU shall not be liable for spoilage of foods as the result of a power interruption, leakage, or other mechanical or utility failure.

- b) Central Receiving: Concessionaire shall have access to a loading dock and freight elevator. The Concessionaire shall be responsible for coordinating with Athletic Department administration, and/or MSU's Facility Management for any equipment required for the transporting of product and/or materials throughout the various Athletic Facilities.
- c) Telecommunications and Technology: The Concessionaire shall be responsible for coordinating with the Office of Information Technology Services, Athletic Department administration, and MSU's Facility Management if needed, for installation, maintenance, and expenses incurred for telephone service, network lines, computers, alarms, equipment, etc. on the premises.

21. Uniforms

- a) Concession employees shall at all times be neat and in clean uniforms. Uniforms for employees shall be of standard style and must be approved in advance by MSU prior to procurement. The successful Respondent shall be required to present designs and specifications for distinctive and colorful uniforms for stand operators and Concessionaires within thirty (30) days following the execution of the contract.
- b) Concession employees may not wear any apparel or accessories that promote another collegiate team. Only MSU apparel or accessories are allowed to be worn during MSU events. Any additional apparel or accessory must conform to the above mentioned uniform standards.

22. Operation Meetings

Concessionaire is required to attend all operation meetings leading up to an event. For home football games, meetings are usually held on the Wednesday morning before the game. For other sports, operational meetings are not consistently held for each home event. Concessionaire is also encouraged to attend other meetings as invited throughout the calendar year.

23. Security

- a) Concessionaire will be responsible for the security of all food and beverages and supplies stored in such designated areas.
- b) Concessionaire is expected to acquire security personnel to guard all cash deliveries, pick-ups, and reconciliations that occur during events.
- c) Concessionaire will have the ability to utilize MSU's event security staff. Should the Concessionaire choose not to utilize MSU's event security staff, the Concessionaire must coordinate with University personnel regarding all of their security requests.

24. Subcontractors

Subcontracting of certain menu items may be permitted as MSU has interest in offering "brand name" products at its events. Subcontractors are subject to the approval of University before such an assignment may be made and must agree to comply with the terms and conditions of the Agreement between MSU and Concessionaire.

Concessionaire will control the hiring of Subcontractors with University approval and will be responsible for their actions and operations. MSU reserves the sole right to reject any and all Subcontractors.

25. Financial and Accounting

a) Payment Terms

- As consideration for Concessionaire providing Food service operations at MSU Athletics Facilities for scheduled Athletics Events, a payment timetable shall be developed in agreement with all parties. Any consideration of an incentive shall be separate from the payment schedule.
- In the event that MSU adds or substitutes Facilities, the parties shall meet in good faith to determine a reasonable solution.

b) Hardware and Accounting Software

- Concessionaire shall use Concessionaire's hardware and accounting software, which such hardware and software shall reasonably be approved by MSU.

c) Credit Cards

- Concessionaire shall accept credit cards at all permanent points of sale. Concessionaire shall be the merchant of record for any credit or debit card transactions and will be responsible for complying with all applicable laws, regulations, and payment card industry (PCI) security standards related to the protection of cardholder data. See Section 14(c).

26. Auditing and Accounting

- a) Concessionaire will establish adequate internal controls and determine at such frequent intervals as may be necessary that the controls are maintained. The Concessionaire will provide to MSU annual financial statements audited by a Certified Professional Accountant. Such audited financial statements shall specify as to whether amounts owed to University have been paid. MSU reserves the right to have its representative, including but not limited to, the Mississippi Department of Finance and Administration, audit the Concessionaire's books, records, and other such financial documents or desired information pertaining to the Concessionaire's Agreement with MSU. The Concessionaire shall provide all financial and other data according to MSU's fiscal year. MSU is on a monthly business cycle with a fiscal year beginning July 1 and ending on June 30.
- b) Concessionaire shall maintain all accounting records at the on-site office in a format approved by MSU. True and accurate accounting records shall be available for audit by MSU at any time throughout the term of the Agreement at the on-site office and kept for a period of at least five (5) years following the end of each Agreement year.

27. Right to Audit

State auditors, federal auditors, and internal auditors of the state or others so entitled by the state or university shall have the right to inspect and audit all data and records of the contracting entity or any Subcontractor of the contracting entity related to performance with respect to this Agreement. The rights of inspection and audit shall commence as of the date of this Agreement and shall continue for a period of five (5) years upon project completion or as required by applicable state and federal law. The contracting entity and any Subcontractor of the contracting entity shall maintain all books and records related to this Agreement for the enumerated five (5) year period.

28. Financial Reporting

- a) Concessionaire shall submit an operating budget via an approved format for University approval four months prior to the beginning of each Agreement Year, for every year during the term of the Agreement.
- b) Concessionaire shall provide MSU with a sales report within 72 hours following each home football game. For all other sporting events, Concessionaire shall provide MSU a monthly sales report within five (5) days following the end of a month. The monthly sales report must detail each sport's sales and not just the sales for the venue.
- c) Concessionaire shall provide to MSU, in a format directed by MSU, a written summary of each sports season within one (1) month following the completion of a season.
- d) Concessionaire and MSU will collaborate together to inventory all Equipment, Leasehold Improvements, Uniforms and Smallwares, and adjust the asset schedule accordingly on an annual basis. Both parties also agree to work together to determine what repairs and

replacements are required throughout the term of the agreement. Concessionaire must participate in any quarterly, semi-annual, or annual reviews that are requested by MSU. MSU will provide at least a 30 days' notice for quarterly, semi-annual, or annual review.

- e) Concessionaire will provide performance reports as agreed upon with MSU to monitor customer satisfaction and other priority areas.

29. General Terms and Conditions

a) Taxes and Fees

- Concessionaire shall be responsible for the remission of all taxes including but not limited to income, employment, use and sales taxes – Federal, State and local – and all license fees, or any other necessary expense to the operation under the Agreement with MSU, and shall conform to all laws, regulations, and ordinances applicable to the performance of this RFP and any subsequent Agreement between MSU and Concessionaire.

b) Acknowledgement of Other Agreements

- Concessionaire agrees that its rights regarding beverages under this Agreement are controlled by an existing beverage agreement between MSU and Coca-Cola Bottling Company with a contract date extending through June 30, 2020. Any extension or new contract will need to be adhered to.
- The Athletic Department has an agreement with Learfield Inc. (d.b.a. Bulldog Sports Properties) to be the exclusive marketing and multimedia rights holder for MSU Athletics. The parties are under contract through the 2026-2027 season. Concessionaire must agree to change any beverages or foods served at the Concession areas should BSP award exclusive rights or when called for as part of a multimedia advertising agreement.

c) Assignment of Agreement

- This Agreement or any portion thereof, or any interest therein, shall not be assigned, transferred, conveyed, sublet or disposed of without receiving prior written consent of MSU. All Agreements and stipulations herein contained and all obligations assumed in the Agreement shall be binding upon the heirs, successor and assigns of the parties thereto.

d) Licenses and Permits

- Concessionaire shall obtain and maintain as current at its own expense all licenses, permits and other approvals required by Federal, State, and local governments and to make available to University personnel appropriate documentation when so requested by MSU.

e) Compliance with Applicable Law, Policy, Accreditation and Licensing

- Concessionaire shall be and remain fully compliant with Equal Employment Opportunity and Affirmative Action law and policy. During the performance of this Agreement, the Concessionaire must comply with all federal, state and local laws, including those which prohibit discrimination because of race, color, national origin, religion, sex, sexual orientation, age, disability or veteran status. Any act of discrimination committed by Concessionaire, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

f) Traffic and Parking

- Should Concessionaire access MSU, Concessionaire's employees, Subcontractor and Concessionaires will conform to the regulations of University's Office of Parking and Transportation. Parking at pre-determined locations on game days will be provided at no-cost to Concessionaire. Information regarding MSU's parking rules and regulations can be obtained from MSU Office of Parking and Transit, 412 Lee Boulevard, Roberts Building, P.O. Box 6350, Mississippi State, MS 39762. Telephone (662) 325-3526 or Fax (662) 325-1771.

30. Insurance

Unless otherwise agreed in writing by MSU, Concessionaire shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Concessionaires, sub-Concessionaires agents, representatives, or employees as follows:

a) Worker's Compensation

- Worker's Compensation insurance shall be in compliance with the Workers Compensation law of the State of Mississippi, statutory limits. Employers Liability shall be included with a minimum limit of \$2,000,000 per accident/per disease/per employee. Such insurance shall include a Waiver of Subrogation in favor of MSU, its trustees, employees, students, volunteers, agents and assigns.

b) Commercial General Liability (CGL)

- Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence and \$5,000,000 aggregate limit. Such insurance shall include a Waiver of Subrogation in favor of MSU, its trustees, employees, students, volunteers, agents and assigns. Should MSU approve the sale of alcohol, Liquor Liability should also be included in the CGL.

c) Automobile Liability

- Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$5,000,000. ISO form number CA 00 01, or equivalent, is to be used in

the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

d) Cyber Liability

- Cyber Liability coverage including third party liability coverage for privacy breach and including coverage for notification and assistance as provided by Mississippi law shall be included with a minimum limit of \$15,000,000.

e) Excess Insurance

- Excess Umbrella insurance may be used to meet the minimum requirements for liability insurance. If used, such insurance shall include a Waiver of Subrogation in favor of MSU, its trustees, employees, students, volunteers, agents and assigns.
- If the Concessionaire maintains higher limits than the minimums shown above, MSU requires and shall be entitled to coverage for the higher limits maintained by the Concessionaire. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to MSU. Contactor's indemnification is not limited to the limits of insurance.
- Other Insurance Requirements: The policies are to contain, or be endorsed to contain, the following provisions:

f) Additional Insured Status

- Mississippi State University, the State of Mississippi, the Board of Trustees of State Institutions of Higher Learning, and their respective employees, officers, directors, trustees and volunteers are to be named as Additional Insureds for both ongoing and completed operations on the Commercial General Liability policy, Auto Liability, Liquor Liability, and any umbrella or excess liability policies. General liability coverage can be provided in the form of an endorsement to the Concessionaire's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

g) Primary Coverage

- For any claims related to this Agreement, the Concessionaire's insurance coverage shall be primary insurance as respects the Additional Insured parties listed herein. Any insurance or self-insurance maintained by MSU shall be excess of the Concessionaire's insurance and shall not contribute with it.

h) Subcontractors

- Concessionaire shall include all Subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each Subcontractors. Subcontractors shall be subject to all of the requirements stated herein. MSU reserves the right to request copies of Subcontractor's Certificates at any time. Failure to insure any Subcontractor or verify Subcontractor's insurance shall not relieve Concessionaire of financial responsibility for indemnification assumed for the Subcontractor.

i) Notice of Cancellation

- Each insurance policy required above shall state that coverage shall not be canceled, except with notice to MSU in accordance with policy provisions.

j) Deductibles and Self-Insured Retentions

- Any deductibles or self-insured retentions must be declared to and approved by MSU. MSU may require the Concessionaire to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Except for a Concessionaire whose capital stock is publicly traded on an exchange regulated by the United States Securities and Exchange Commission, University shall have the right to examine the books and records of Concessionaire (including any excess, stop loss or reinsurance policies or agreements) to determine whether University is agreeable to the proposed self-insurance arrangement. Execution of the Agreement or any Amendment(s) thereto by University does not constitute written approval of any proposed self-insurance arrangement. If at any time during the term of the Agreement, it should appear to University that Concessionaire's financial position has deteriorated to the extent that Concessionaire's financial ability to pay or fund the deductible or self-insured retention under the previously approved self-insurance arrangement is doubtful, University shall have the right to withdraw its prior approval of the self-insurance arrangement, and require Concessionaire to furnish "first dollar" liability insurance coverage. All carriers Concessionaire proposes to use to provide coverage in excess of the liability deductible or self-insured retention shall meet the requirements of this Section. This Section shall not apply to a self-insurance arrangement in which all the applicable self-insured retention is fully insured as to third parties on a "first dollar" basis (via the use of "fronting" policies, or otherwise), provided the carrier providing such fronting coverage or other first dollar liability coverage meets the requirements of this Section.

k) Acceptability of Insurers

- Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable to MSU.

l) Verification of Coverage

- Concessionaire shall furnish MSU with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by MSU before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Concessionaire's obligation to provide them. MSU reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Failure to provide and maintain the required insurance coverage throughout the term of the Agreement shall be a material breach of the Agreement, and shall entitle University to all remedies provided for in the Agreement, any Amendment(s) thereto, or by operation of law.

m) Special Risks or Circumstances

- MSU reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

33) Insurance for Construction Projects and Improvements

If at any point during the duration of the Concessionaire undertakes any construction projects or improvements upon MSU premises, Concessionaire shall maintain or require its Concessionaire(s) to maintain the following minimum insurance:

a) Property Insurance

- Property Insurance shall be for all risk (including flood, wind, and earthquake) and provide coverage for; all improvements constructed for or on behalf of Lessee in the premises; all personal property, including removable trade fixtures located in the premises; all inventory; and business interruption for a period of not less than 12 months. Such insurance shall be primary and include a Waiver of Subrogation in favor of Mississippi State University.

b) Workers' Compensation

- Workers' Compensation insurance shall be in compliance with the Workers' Compensation law of the State of Mississippi, statutory limits. Employer's Liability shall be included with a minimum limit of \$2,000,000 per accident/per disease/per employee. Such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Mississippi State University and Agricultural and Mechanical College.

c) Commercial General Liability (CGL)

- Commercial General Liability Insurance shall be on an Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$5,000,000 aggregate limit. Furthermore, such insurance shall include limits for damage to rented premises not less than \$500,000 and medical payments not less than \$5,000. Such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Mississippi State University and Agricultural and Mechanical College. MSU reserves the right to require increased limits of liability in accordance with the nature of the construction and risk to University facilities.

d) Automobile Liability

- Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$5,000,000. ISO form number CA 00 01, or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles. The employee vs employee exclusion shall be deleted. Symbol 1 is preferred, but if no vehicles are

owned is not required. Such insurance shall include a Waiver of Subrogation in favor of the Board of Supervisors of Mississippi State University and Agricultural and Mechanical College.

e) Builder's Risk Insurance

- Concessionaire or Concessionaire shall provide an "All Risk" builder's risk insurance policy, including but not limited to fire and extended coverage insurance including wind, flood, earthquake, collapse, vandalism, malicious mischief, and theft including theft of materials whether or not attached to any structure, for not less than one hundred percent (100%) of the full replacement value of the Work, the Property, all buildings and improvements located on the Property and the Building, to protect against any damage or loss during the Work. The coverage shall include the architect's and engineer's fees to provide plans, specifications and supervision of Work for the repair and/or replacement of property damage following a loss during construction. This policy shall be taken out prior to commencement of construction and maintained in force until such time as Concessionaire accepts and takes possession of the Work. Written evidence of such insurance shall be provided to the MSU Representative prior to commencement of any Work.

f) Architect's Design, Errors and Omissions.

- If architect services are provided, Concessionaire shall provide the MSU Representative with evidence that the Architect has procured architect's design, errors and omissions insurance coverage for the Work in an amount not less than one hundred (100%) percent of the value of the Work, and that such insurance coverage shall be in place for at least ten (10) years following completion of the work.
- If the Concessionaire or Concessionaire maintains higher limits than the minimums shown above, MSU requires and shall be entitled to coverage for the higher limits maintained by the Concessionaire. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to MSU.

g) Other Insurance Requirements

- Concessionaire shall carry or require any and all Concessionaire(s) to maintain the insurance coverage required above, including all requirements stated in the "Insurance" in section 34. Concessionaire shall be responsible for verifying each Concessionaire's compliance with the insurance requirements in this section and the "Insurance" requirements in Section 34 above. Concessionaire shall also maintain the Certificates provided by each Concessionaire. MSU reserves the right to request copies of Concessionaire's Certificates and endorsements at any time.

35. University Name and Logo

The Concessionaire agrees that it will not advertise nor promote any connection with MSU or use any identifying marks or property nor make representation, either expressed or implied, as to MSU's promotion or endorsement of the Concessionaire unless it has received prior written consent from MSU.

36. Performance Annual Review

Concessionaire shall meet at least annually with MSU Athletics staff and MSU Procurement leadership representatives for purposes of a business review. Concessionaire shall meet regularly with the designated University representative to review operations and will cooperate at all times to maintain maximum efficiency and public relations with students, faculty, and staff.

37. Customer Satisfaction Surveys

MSU has the right to hire an independent third-party to conduct customer satisfaction surveys. MSU will collaborate with the Concessionaire to determine a mutually agreeable survey format. Failure to meet the mutually agreed upon customer satisfaction level in consecutive years could result in termination of the contract.

38. Jurisdiction and Venue

The terms of this RFP shall be interpreted under Mississippi law. Venue for any claims arising out of this RFP is proper in the Oktibbeha County Court, State of Mississippi.

39. Record of Ownership

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

40. Content of Contract/Order of Precedence

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

41. Contract Changes

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

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

Appendix A: 2019-20 Concessions Pricing

Price	Item
\$ 3.00	22 oz. Stadium Cups
\$ 2.00	Bottled Water - 20 oz.
\$ 4.00	44 oz. Stadium Cup
\$ 2.00	Hot Dog Buns
\$ 2.00	Nacho Tray
\$ 2.00	Popcorn boxes
\$ 2.00	Bottled Soda
\$ 6.00	Pizza - Little Caesars
\$ 2.00	Candy Assorted
\$ 3.00	Lemonade - Large
\$ 2.00	Pretzel
\$ 2.00	Boiled Peanuts
\$ 3.00	Dippin Dots
\$ 2.00	Roasted Peanuts
	#3 White/Green - Boat Chicken Tender
\$ 5.00	Combo
\$ 5.00	32 oz. Souvenir Mug
\$ 5.00	BBQ Nacho #3 Red Plaid
\$ 3.00	BBQ buns
\$ 2.00	Shaved Ice - Small
\$ 2.00	Funnel Cakes - 9 Inch Plate
\$ 3.00	Frozen Lemonade - Chill
\$ 2.00	12 oz. Coffee Cup
\$ 1.00	Bottled Water - 12 Oz
\$ 3.00	Bottled Water - 1 liter
\$ 1.00	Smoked Sausage Combo - CHIPS
\$ 3.00	Shaved Ice - Large
\$ 2.00	#1 Red or Blue/Green Boat - Fries Only
\$ 3.00	32 oz. Cup - Sweet Tea
\$ 5.00	#5 Boat Burger Combo
\$ 3.00	Cotton Candy
\$ 2.00	Lemonade - Small

APPENDIX B: Signature Page

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

NAME OF FIRM OR INDIVIDUAL: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____

AREA CODE/NUMBER

FACSIMILE NUMBER: _____

AREA CODE/NUMBER

E-MAIL ADDRESS: _____

AUTHORIZED
SIGNATURE:

PRINTED NAME: _____

TITLE: _____