

ITEMS FOR DISCUSSION AND ACTION FISCAL, FACILITIES AND AUDIT

January 13, 2021

ACTION: Approve Continuation of Food Service Contracts

Board Policy 9015 provides for a food service RFP every five (5) years and provides objectives of the food service program.

Chadron, Peru and Wayne have submitted recommendations for continuation of food service contracts for a term beginning July 1, 2021 and continuing through June 30, 2022.

Chadron State College ALADDIN FOOD MANAGEMENT SERVICE, LLC

Peru State College FRESH IDEAS MANAGEMENT LLC

Wayne State College COMPASS GROUP USA, INC. (Chartwells)

CHADRON STATE CONTRACT FOR 2021-2022

Chadron State respectfully requests approval of the continuation of the food service Agreement with Aladdin Food Management Service, LLC for the period of July 1, 2021 through June 30, 2022 with the following Management Fee.

Chadron - management fee for 2021-2022 \$112,695 plus additional operating costs

PERU STATE CONTRACT FOR 2021-2022

Peru State recommends continuation of the contract with Fresh Ideas Management LLC to provide dining service for July 1, 2021 through June 30, 2022. This contract was approved by the Board to be effective July 1, 2019 through June 30, 2024.

Peru State will pay Fresh Ideas based on the daily sliding scale below.

Meal Plan	265 Block	210 Block	130 Block	\$50
Participants				Unlimited
551-560	\$14.12	\$12.61	\$11.09	\$14.80
561-570	\$14.05	\$12.47	\$10.95	\$14.73
571-580	\$13.98	\$12.35	\$10.83	\$14.66
581-590	\$13.92	\$12.22	\$10.70	\$14.57
591-600	\$13.86	\$12.10	\$10.58	\$14.51

Peru State anticipates being in the 571-580 range for FY 2021-22. The sliding scale extends well below and above the schedule shown (per the proposed Amendment).

Casual Meal Rates for 2021-2022 are as follows:

Rates	Guests	Employees	Commuters
Breakfast	\$5.75	\$4.50	\$4.81

Lunch	\$7.00	\$4.50	\$5.94
Brunch	\$7.25	\$4.50	N/A
Dinner	\$7.50	\$7.50	\$5.94
Steak Night	\$8.50	\$8.50	\$7.08

Admissions/Enrollment for Guests \$5.50

Peru State Summer Conference/Camp Rates are as follows:

Summer Conference Camp
Rate

Breakfast	\$ 6.25
Lunch	\$ 7.00
Dinner	\$ 7.25
All Day (3 meals)	\$20.00

WAYNE STATE CONTRACT FOR 2021-2022

Wayne State recommends approval of the continuation of the food service Agreement with Compass Group USA, Inc. by and through its Chartwells Division and related amendments for 2021-2022, which is the third year of a five-year Agreement.

All rates are per person per meal.

Board/Meal Plan Rates	Per Meal Rate
Unlimited Meal Plan + \$150 Flex/semester	\$3.5655
225 Block Plan + \$350 Flex/semester	\$5.5556
190 Block Plan + \$250 Flex/semester	\$5.2053
100 block meal plan+ \$300 Flex/semester	\$7.0800
75 block meal plan + \$150 Flex/semester	\$8.2667
50 Block Plan	\$5.6400

Casual Meal Rates	External Guests	College Employee/College Paid
Breakfast	\$7.00	\$5.95
Lunch	\$9.60	\$7.95
Brunch	\$9.60	\$7.95
Evening & Special Dinner	\$10.15	\$8.80

Summer Conference Meal Rate \$8.00

The System Office recommends approval of the Continuation of Food Service Contracts.

ATTACHMENTS:

- CSC Food Service Agreement Addendum #4 (PDF)
- PSC Dining Service Agreement Amendment (PDF)
- WSC Food Service Agreement Amendment (PDF)

ADDENDUM #4

FOOD SERVICE AGREEMENT

The Food Service Agreement between the Board of Trustees of the Nebraska State Colleges doing business as Chadron State College (College) and A’viands, LLC (Company) dated April 5, 2019 shall be amended. The College and Company will be singularly referred to herein as a “Party” and collectively as the “Parties.”

Whereas, the Company’s legal name changed to Elior, Inc. dba Aladdin Food Management Services, LLC on Addendum #2 dated April 1, 2020.

Now therefore, the Parties agree to a management fee of \$112,695 effective July 1, 2021 – June 30, 2022 pursuant to the Agreement page 11, section 6.6.

In WITNESS WHEREOF, the parties have caused this Addendum to the Agreement to be executed by the following authorized officials:

Aladdin Food Management Services, LLC:

Chadron State College:

By: Paul Kowalczyk
Title: Managing Director
Dated: _____

By: Kari Gaswick
Title: Vice President Administration & Finance
Dated: _____

Board of Trustees of the Nebraska State Colleges:

By: Paul Turman
Title: Chancellor
Dated: _____

Dining Service Agreement Amendment

The Board of Trustees of the Nebraska State Colleges dba Peru State College (College) and Fresh Ideas Management LLC, a Missouri limited liability company (Fresh Ideas) hereby agree to amend the Dining Service Agreement dated March 22, 2019 and Amendments dated October 1, 2019, April 1, 2020, July 1, 2020 and November 13, 2020. The amendment terms are identified below and will be effective on July 1, 2021.

The original Exhibit A has been deleted and replaced with the attached Amended Exhibit A dated July 1, 2021.

**BOARD OF TRUSTEES OF THE
NEBRASKA STATE COLLEGES
DBA PERU STATE COLLEGES:**

By: _____

Printed Name: Debbie A. White

Title: Vice President for
Administration and Finance

FRESH IDEAS MANAGEMENT LLC:

By: _____

Printed Name: Dennis Owens

Title: President

**BOARD OF TRUSTEES OF THE
NEBRASKA STATE COLLEGES:**

By: _____

Printed Name: Paul Turman

Title: Chancellor



Peru State College Daily/Sliding scale Fall 2021 & Spring 2022

FLEX:		\$150	\$125	\$100	\$50
MEALS:		265 Block	210 Block	130 Block	Unlimited
Meal Plan Participants					
401	410	\$16.68	\$15.37	\$13.85	\$17.38
411	420	\$16.43	\$15.12	\$13.60	\$17.13
421	430	\$16.22	\$14.89	\$13.37	\$16.92
431	440	\$15.99	\$14.66	\$13.14	\$16.69
441	450	\$15.78	\$14.45	\$12.93	\$16.48
451	460	\$15.57	\$14.24	\$12.72	\$16.24
461	470	\$15.39	\$14.04	\$12.52	\$16.07
471	480	\$15.20	\$13.85	\$12.33	\$15.88
481	490	\$15.02	\$13.67	\$12.15	\$15.70
491	500	\$14.87	\$13.52	\$12.00	\$15.54
501	510	\$14.70	\$13.35	\$11.83	\$15.38
511	520	\$14.54	\$13.19	\$11.67	\$15.22
521	530	\$14.39	\$13.04	\$11.52	\$15.06
531	540	\$14.27	\$12.89	\$11.37	\$14.94
541	550	\$14.19	\$12.75	\$11.23	\$14.87
551	560	\$14.12	\$12.61	\$11.09	\$14.80
561	570	\$14.05	\$12.47	\$10.95	\$14.73
571	580	\$13.98	\$12.35	\$10.83	\$14.66
581	590	\$13.92	\$12.22	\$10.70	\$14.57
591	600	\$13.86	\$12.10	\$10.58	\$14.51
601	610	\$13.80	\$11.99	\$10.47	\$14.45
611	620	\$13.75	\$11.87	\$10.35	\$14.40
621	630	\$13.70	\$11.77	\$10.25	\$14.35
631	640	\$13.65	\$11.66	\$10.14	\$14.30
641	650	\$13.60	\$11.56	\$10.04	\$14.25
651	660	\$13.55	\$11.46	\$9.94	\$14.20
661	670	\$13.50	\$11.37	\$9.85	\$14.15
671	680	\$13.45	\$11.27	\$9.75	\$14.10
681	690	\$13.40	\$11.18	\$9.66	\$14.05
691	700	\$13.35	\$11.10	\$9.58	\$14.00

COMMUTER 75 BLOCK PLAN RATES

MEAL	RATE
Breakfast	\$4.81
Lunch	\$5.94
Dinner	\$5.94
Steak Night	\$7.08
Daily Rate	N/A

CASUAL MEAL RATES

MEAL	GUESTS	EMPLOYEES
Breakfast	\$5.75	\$4.50
Lunch	\$7.00	\$4.50
Brunch	\$7.25	\$4.50
Dinner	\$7.50	\$7.50
Steak Night	\$8.50	\$8.50
Admissions/ Enrollment	\$5.50	N/A

SUMMER CONFERENCE/CAMP RATES

MEAL	RATE
Breakfast	\$6.25
Lunch	\$7.00
Dinner	\$7.25
All Day (3 Meals)	\$20.00

*Catering Pricing – final catering pricing will be mutually agreed upon, signed and in writing, by College and Fresh Ideas

**AMENDMENT NUMBER THREE TO
FOOD SERVICES AGREEMENT**

This Amendment Number Three to Food Services Agreement is made as of January 13, 2021 between the Board of Trustees of the Nebraska State Colleges doing business as Wayne State College, with principal offices located at 1111 Main Street, Wayne, Nebraska 68787 (“College”) and Compass Group USA, Inc., a Delaware corporation, with principal offices at 2400 Yorkmont Road, Charlotte, North Carolina 28217, by and through its Chartwells Division (“Chartwells”) (collectively the “Parties”).

WHEREAS, Client and Chartwells are parties to that certain Food Services Agreement dated March 22, 2019, as amended by that certain Amendment Number One to Agreement executed by Client on January 14, 2020, and by that certain Amendment Number Two to Agreement executed by Client on June 10, 2020, (collectively, the “Agreement”); and

In consideration of the promises contained herein and for other good and valuable consideration, the Parties agree as follows:

1. Definitions. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
2. Amendment of Exhibit A, Section B. Effective July 1, 2021, Exhibit A, Section B of the Agreement is deleted in its entirety and replaced with the following:

B. Meal Plans, Casual Meal Rates, Conference Rates and Catering Guide

The number of Board plan days per academic year will be two hundred twenty-four (224). The specific allocation of days will be mutually agreed upon prior to the beginning of each academic year.

The following meal plans shall be established for the 2021-22 academic year. College shall pay Chartwells the ‘Per Potential Meal Rate Including DB’ for each meal participant:

Meal Plan	Weekly/ Block	Mandatory/ Voluntary	# of Meals Per Semester	DB Per Plan	Transfers	Cost to College with DB	Per Potential Meal Rate Including DB
Unlimited (price per swipe based on 21 swipes)	Weekly	Mandatory	Unlimited	150	2 Meal Exchange/ Week	\$1,198	\$3.5655
Block 225	Block	Mandatory	225	350	2 Meal Exchange/ Week	\$1,250	\$5.5556

Block 190	Block	Mandatory	190	250	2 Meal Exchange/Week	\$989	\$5.2053
Block 100	Block	Mandatory* Upper classmen only	100	300	2 Meal Exchange/Week	\$708	\$7.0800
Block 75	Block	Voluntary	75	150	1 Meal Exchange/Week	\$620	\$8.2667
Block 50	Block	Voluntary	50	0	1 Meal Exchange/Week	\$282	\$5.6400

College shall pay Chartwells the following reimbursements for casual meal sales (which are subject to commissions as provided herein):

Casual Meal Rates 2021 – 2022

	College Employee/College Paid (held flat)	External Guests
Breakfast	\$5.95	\$7.00
Lunch	\$7.95	\$9.60
Brunch	\$7.95	\$9.60
Evening/Special Dinner	\$8.80	\$10.15

College shall pay Chartwells the following reimbursements for conference meal sales (which are subject to commissions as provided herein):

Summer Conference Per Meal Rate 2021-2022 \$8.00

Future year board plan days and meal rates shall be determined by written addendum each year, signed by the Parties.

3. Amendment of Exhibit A, Section E. Effective July 1, 2021, Exhibit A, Section E of the Agreement is deleted in its entirety and replaced with the following:

E. Unused Meal Plan Declining Balance Dollars

Any meal plan declining balance (DB) dollars left over at the end of an academic year will not be credited to the student, but will be credited to College.

4. Amendment of Exhibit A, Section F. Effective July 1, 2021, Exhibit A, Section F of the Agreement is deleted in its entirety and replaced with the following:

F. Commissions

Chartwells shall pay commissions to the College on the Services set forth in this paragraph on a monthly basis in the following percentages:

Commissions (based on Net Receipts)

Cat Cash Sales	15%
Main Dining Casual Meals	15%
Cat’s Corner Lower Food Court	15%
Catering	15%
External Catering	15%
Concessions	15%
Library Coffee Shop	15%

Commissions are not calculated on Board Flex Dollar Sales or meal plan equivalent transfer values.

"Net Receipts" shall mean all moneys received for sales or Services rendered at or from the Premises, excluding: (1) receipts from sales of meals to employees of Chartwells; (2) any service charge made, collected and turned over to employees; (3) the proceeds of the sale of any fixtures or equipment; (4) proceeds from the sale or liquidation of any inventory which is not sold at retail; (5) any commission or processing fee paid in connection with sales by credit or bank cards; and (6) sales, gross receipts and other taxes collected by Chartwells or any other vendor as required by governmental authorities.

5. Amendment of Exhibit A, Section H. Effective July 1, 2021, Exhibit A, Section H of the Agreement is deleted in its entirety and replaced with the following:

H. Future Investments

Future funding by Chartwells for enhancements to the Premises, construction, etc. may be generated by incorporating the amounts necessary to complete such projects into the primary daily rates. These additional special project amounts may be added to Chartwells' annual board rate increases for that year resulting in new primary board rates, due to inflation or other operational factors.

6. Amendment of Exhibit B, DINING PROGRAM PROVISIONS, Serving Hours. Effective July 1, 2021, Exhibit B, DINING PROGRAM PROVISIONS, Serving Hours of the Agreement is deleted in its entirety and replaced with the following:

DINING PROGRAM PROVISIONS

Serving Hours

The residential dining program in the Kanter Student Center will offer service based on the following schedule:

Monday through Thursday	7:15 a.m. to 9:00 p.m.;
Friday	7:15 a.m. to 6:30 p.m.;
Saturday	11:00 a.m. to 1:00 p.m. and 5:00 p.m. to 7:00 p.m.;
Sunday	11:00 a.m. to 1:00 p.m. and 5:00 p.m. to 7:00 p.m.

The Main Cafeteria shall be open for the Board Contract Dining Program in accordance with the following minimum schedule. Serving hours may be adjusted with the agreement of the College.

Breakfast: Mon-Fri	7:15 a.m. to 10:59 a.m.
Lunch: Mon-Fri	11:00 a.m. to 3:59 p.m.
Evening Dinner: Mon-Thu	4:00 p.m. to 6:59 p.m.
Late night dining: Mon-Thu	7:00 p.m. to 9:00 p.m.
Evening Dinner: Friday	4:00 p.m. to 6:30 p.m.
Brunch Sat/Sun/Non-Class	11:00 a.m. to 1:00 p.m.
Dinner Sat/Sun/Non-Class	5:00 p.m. to 7:00 p.m.

The Cat's Corner Lower Food Court shall be open with the following minimum schedule.

Monday - Thursday	7:15 a.m. to 9:00 p.m.
Friday	7:15 a.m. to 4:00 p.m.
Saturday	Closed
Sunday	Closed

The Library Coffee Shop shall be open with the following minimum schedule.

Sunday	7:00 p.m. to 11:00 p.m.
Monday – Thursday	7:30 a.m. to 11:00 p.m.
Friday	7:30 a.m. to 4:00 p.m.
Saturday	Closed

7. Library Location. All references to ‘Jitters’ or ‘Jitters Coffee Shop’ throughout the Agreement shall be changed to ‘Library Coffee Shop’.

8. Confirmation and Integration. The Parties hereby confirm and ratify the original Agreement, and Amendment Number One and Amendment Number Two in conjunction with adopting this Amendment Number Three. The Agreement, as amended hereby, constitutes the entire agreement between the parties and their predecessors pertaining to the subject matter of the Agreement, as so amended, and supersedes all prior and contemporaneous agreements and understandings of the parties and their predecessors in connection therewith.


9. Counterparts. This Amendment Number Three may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same original document.

10. Headings. The section headings herein are for convenience only and do not define, limit or construe the contents of such sections.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the day and year first above written.

BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES D/B/A WAYNE STATE COLLEGE **COMPASS GROUP USA, INC., BY AND THROUGH ITS CHARTWELLS DIVISION**

By: _____
Marysz Rames, President

By:  _____
Lisa McEuen, CEO

Date: _____

Date: 12/21/2020

By: _____
Paul Turman, Chancellor

Date: _____