

**Stephen F. Austin State University**

Procurement and Property Services

Nacogdoches, Texas 75962-3030

Phone (936) 468-2206 \* Fax (936) 468-4282

PO Number: **B2100011**PO Date: **07/01/21**

Delivery Date:

**Supplier:**Compass Group  
PO Box 91337  
Chicago IL 60693-1337**CONFIRM RECEIPT OF PURCHASE ORDER AND  
ACCEPTANCE OF DELIVERY DATE  
BY EMAILING PURCHASE@SFASU.EDU.**

johnsondk6@sfasu.edu

**Send Billing Invoice to:**Stephen F. Austin State University  
P.O. Box 6085  
Nacogdoches, TX 75962-6085  
ATTN: Accounts Payable**Ship to:**Student Center Administration  
BP Student Ctr 1.309  
222 Vista Dr  
SFA Box 6094  
Nacogdoches TX 75962**Terms: Net 30****FOB: Vendor Delivery****PURCHASE ORDER NO. MUST APPEAR ON ALL  
SHIPPING DOCUMENTS AND INVOICES**

Item	Description	Quantity	Unit Cost	Total Cost
	<p>****BLANKET FOR CONTRACT REPORTING****</p> <p>-----</p> <p>BOARD APPROVED - April 2021 Dining Services Provider President authorized to sign the contract(s). Funding source: Auxiliary Revenue</p> <p>-----</p> <p>Provide on-campus Dining Services Program in accordance with Request for Proposal #DINING SERVICES MANAGEMENT, opened 1/27/2021, and Dining Services Program Master Services Agreement (iContracts #924809)</p> <p>-----</p> <p>Contract Term: 7/01/2021 - 6/30/2028</p> <p>-----</p>			

**Purchaser:** Kay Johnson

(936) 4684037

**ADDITIONAL CHARGE:****DISCOUNT/TRADE-IN:****TOTAL: CONTINUED**

Stephen F. Austin State University is a tax exempt entity under Subtitle E, Chapter 151, Section 151.309 of the Tax Code, for purchases of tangible personal property herein purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

**The University reserves the right to cancel this order if delivery is not made by agreed-upon delivery date.**

**ADDITIONAL TERMS & CONDITIONS LISTED ON THE UNIVERSITY WEB SITE,  
<http://www.sfasu.edu/purchasing/721.asp>**

This purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provisions in Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).

**STEPHEN F. AUSTIN STATE UNIVERSITY**

Purchasing Officer

**Stephen F. Austin State University**

Procurement and Property Services

Nacogdoches, Texas 75962-3030

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Item	Description	Quantity	Unit Cost	Total Cost
1	<p>Quantity and units shown are estimates for internal purposes only. Payment shall be made only for actual goods or services received. ----</p> <p>Annual purchase order issued for meal plans, dining dollars and catering not attached to this blanket.</p> <p>000P96219A CAFETERIA/FOOD SERVICES</p> <p>Estimates for Contract Term: Meal plans: \$61,240,354.26 Dining dollars: \$10,750,987.84 Catering: \$1,751,228.90</p>	1.00 SRV	#,###,###D####	10,534,653.00

**Purchaser:** Kay Johnson

(936) 4684037

**ADDITIONAL CHARGE:****DISCOUNT/TRADE-IN:****TOTAL: CONTINUED**

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Item	Description	Quantity	Unit Cost	Total Cost
	----- Annual estimate: \$10,534,653.00 (This estimate will vary year to year)			

**Purchaser:** Kay Johnson

(936) 4684037

**ADDITIONAL CHARGE:****.00****DISCOUNT/TRADE-IN:****.00****TOTAL:****10,534,653.00**

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**STEPHEN F. AUSTIN STATE UNIVERSITY**

Purchasing Officer

**STEPHEN F. AUSTIN STATE UNIVERSITY**  
**DINING SERVICES PROGRAM**  
**MASTER SERVICES AGREEMENT**

This AGREEMENT is made July 1, 2021, by and between Stephen F. Austin State University, located at 1936 North Street, Nacogdoches, Texas 75962, hereinafter referred to as "SFA", and Compass Group USA, Inc. through its Chartwells Division, with offices at 2400 Yorkmont Road, Charlotte, North Carolina 28217, hereinafter referred to as "SUPPLIER" (individually, the "Party" and collectively, the "Parties").

1) TERM

- a) The term of this Agreement ("Agreement") shall be for a period commencing on July 1, 2021 and terminating on June 30, 2028, unless extended by both parties or earlier terminated per the Termination provisions set forth herein. The Parties hereby agree that the term may be extended for a period of three (3) years by mutual written agreement prior to expiration of the initial term.

2) SCOPE

- a) SUPPLIER shall manage and operate food and beverage services ("Dining Services" or "Services") on the SFA campus as outlined in one or more Scopes of Work ("SOW") attached as Exhibit B. In so doing, SUPPLIER agrees to comply with all provisions included in a SOW and its Attachments. Unless otherwise expressly stated herein, this Agreement does not confer on SUPPLIER the right to be the exclusive provider of the Services to SFA.

3) FINANCIAL TERMS AND CONDITIONS

- a) Financial Terms and Conditions shall be as documented in an applicable SOW. Notwithstanding, payment terms for amounts due from SFA to SUPPLIER under this Agreement (including but not limited to due dates, late fees, and interest) are governed by Chapter 2251 of the Texas Government Code. SFA is not responsible for the payment of collection costs or attorney's fees unless explicitly required by law.

4) MODIFICATIONS OR AMENDMENTS

- a) This Agreement shall not be modified, altered, or changed except by mutual written agreement duly executed by an authorized representative of each party to this Agreement.

5) INDEPENDENT CONTRACTOR

- a) All SUPPLIER employees furnishing services to SFA shall be deemed employees solely of SUPPLIER and shall not be deemed for any purpose whatsoever employees or agents of, acting for or on behalf of SFA. SUPPLIER shall perform all services as an independent contractor and shall discharge all its liabilities as such. No acts performed or representations, whether oral or written, made by SUPPLIER to third parties shall be binding upon SFA.

6) TERMINATION

- a) Either Party may terminate this Agreement for any reason, by providing at least ninety (90) calendar days advance written notice to the other Party, with the termination date to occur on the last day of scheduled Service for the then-current academic year unless otherwise mutually agreed by the Parties. Each contract year ends on June 30.
- b) If either Party breaches a provision of this Agreement (hereafter "Cause"), the non-breaching Party may give the other Party written notice of such Cause or breach. If the Cause or breach is fully cured within thirty (30) calendar days ("Cure Period"), the notice shall be null and void. If such Cause event is not fully cured within the Cure Period, the Party giving notice of Cause shall have the right to terminate this Agreement by written notice to the other Party. Such notice will specify the termination date which shall not be less than five (5) days from the date it provides such notice.
- c) SFA may terminate the Agreement, without providing any Cure Period in the event it has given SUPPLIER three notices of breach within any consecutive two-year period of the Agreement.

- d) If at any time a voluntary petition in bankruptcy shall be filed against either Party and shall not be dismissed within thirty (30) days, or if either Party shall take advantage of any insolvency law, or if a receiver or trustee of any of a Parties' property shall be appointed and such appointment shall not be vacated within thirty (30) days, the other Party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate this Agreement by giving thirty (30) days' notice in writing of such termination.
- e) Performance by SFA under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of University (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then SFA will issue written notice to SUPPLIER and SFA may terminate this Agreement without further duty or obligation hereunder. SUPPLIER acknowledges that appropriation, allotment, and allocation of funds are beyond the control of SFA. Notwithstanding the foregoing, SFA shall remain responsible for all amounts then due and owing under this Agreement at the time of termination, including the unamortized balance of any capital investment.
- f) In the event that SUPPLIER has been identified as the proximate cause of a foodborne illness on the SFA campus, in addition to its other obligations under this Agreement, SUPPLIER shall develop a response plan within 12 hours in consultation with SFA and any appropriate health experts and governmental authorities, which will include SUPPLIER'S engagement of its Quality Assurance Team and a third-party public relations firm, at SUPPLIER's cost. In addition, in such event, SFA shall have the right to issue notice of termination of this Agreement for convenience upon thirty (30) days' written notice.
- g) Except as otherwise agreed by SFA in writing, SUPPLIER'S termination of a SOW will be considered SUPPLIER'S termination of this Agreement in its entirety.
- h) If, subsequent to the execution of this Agreement, it is determined by SFA's legal counsel that this Agreement or any of its provisions may violate or does violate any law, rule, or regulation, the Parties agree to renegotiate the provision(s) so that it (they), as well as the entire Agreement, complies with the law, rule or regulation. If the Parties are unable to come to an agreement within thirty (30) calendar days, SFA may, upon sixty (60) days' written notice, terminate this Agreement.
- i) Commencing with the date notice of termination is issued by either Party and continuing through SUPPLIER'S final day of operations, the following provisions shall apply:
  - i) Upon the effective date of Notice of Termination For Cause, SUPPLIER shall cease all activity. SUPPLIER has ninety (90) days from the date of termination to submit final invoices for final satisfactory Services under the Agreement. SFA will have no obligation to assist in billing issues or issue payment under the terms of this Agreement for invoices submitted after ninety (90) days from the date of termination.
  - ii) All undisputed outstanding invoices shall immediately become due and payable thirty (30) days after the date notice of Termination for Cause is issued. In the event an invoice is disputed, the Parties shall work in good faith to resolve such dispute within 30 days.
  - iii) In the event this Agreement is Terminated for Cause or expires, unless otherwise mutually agreed to in writing by the Parties, SUPPLIER shall not be responsible for the provision of Services scheduled to occur after the date of Termination for Cause or the expiration date of this Agreement.
  - iv) SFA shall fulfill or shall cause its successor supplier to fulfill SUPPLIER'S obligations under any SFA approved 3<sup>rd</sup> party contract engaged by SUPPLIER to provide services for Catering events occurring after the termination or expiration of this Agreement.

## 7) INDEMNIFICATION AND INSURANCE

- A) SUPPLIER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SFA, ITS BOARD OF REGENTS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS (COLLECTIVELY "PARTIES") FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, COSTS OR LOSSES, AND FROM AND AGAINST ANY AND ALL CLAIMS FOR (A) DAMAGES, INCLUDING DAMAGES FOR BODILY INJURY OR DEATH, SUSTAINED BY ANY PERSON, INCLUDING THE EMPLOYEES OF SUPPLIER, AND FROM AND AGAINST ANY AND ALL DAMAGES TO PROPERTY, INCLUDING LOSS OF USE, AND INCLUDING PROPERTY OF SFA, TO THE EXTENT CAUSED BY OR ARISING OUT OF OR ALLEGED OR CLAIMED TO HAVE BEEN CAUSED BY OR TO HAVE ARISEN OUT OF THE

NEGLIGENCE OR WILLFUL MISCONDUCT OF SUPPLIER OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH SUPPLIER ACTIVITIES PURSUANT TO THIS AGREEMENT; OR (B) THE BREACH OF OR FAILURE TO PERFORM ANY PROVISION OF THIS AGREEMENT BY SUPPLIER, ITS EMPLOYEES OR AGENTS.

- b) SUPPLIER shall at its own cost and expense defend any such claim, suit, action or proceeding, whether groundless or not, which may be commenced by a third party against the Parties under Section 7(A) above, and if and to the extent found liable per Section 7(A) above, SUPPLIER shall pay its proportionate share of any and all judgments which may be recovered in any such claim, suit, action or proceeding, and defray its proportionate share of expenses, including costs and attorney's fees, to the extent found liable in connection with or by reason of such claim, suit, action or proceeding.
- c) The right of a Party (the "Indemnified Party") to indemnification under this Agreement shall be conditioned upon the following: prompt written notice to the Party obligated to provide indemnification (the "Indemnifying Party") of any claim, action or demand for which indemnity is claimed; control of the investigation, preparation, defense and settlement thereof by the Indemnifying Party, subject to reasonable oversight by the Texas Attorney General; and reasonable cooperation by the Indemnified Party, at the Indemnifying Party's request and expense, in the defense of the claim. The Indemnified Party shall have the right to participate in the defense of a claim with counsel of Indemnifying Party's choice and at its expense. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party (which shall not be unreasonably withheld), settle, compromise or consent to the entry of any judgment that imposes any liability upon, obligates in any way, or in any way disparages, the Indemnified Party.
- d) Consequential Damages. WITH THE EXCEPTION OF WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, 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.
- e) SUPPLIER shall always maintain in force during the term of this Agreement the following insurance, it being understood that minimum required policy limits may be provided through a combination of primary and excess insurance:
  - i) Worker's Compensation: Statutory limits in accordance with the appropriate State of Texas jurisdiction, including Employer's liability (with limits of \$1,000,000 per accident for bodily injury or disease).
  - ii) Commercial General Liability Including Products and Completed Operations Liability: \$2,000,000 combined single limit for bodily injury and property damage, per occurrence and \$5,000,000 in aggregate.
  - iii) Auto Liability: Coverage for owned, non-owned, and hired vehicles, \$1,000,000 per accident for bodily injury and property damage, for vehicles used on the SFA campus or otherwise in fulfillment of SUPPLIER'S obligations under this Agreement.
- f) Liquor Liability: SUPPLIER will be required to provide Liquor Liability insurance coverage in an amount equivalent to \$2,000,000 (USD or local equivalent) each common cause and \$6,000,000 aggregate.
- g) Except for Workers' Compensation, all insurance required herein shall include SFA as additional insureds. SUPPLIER shall provide a Certificate of Insurance to SFA evidencing the insurance coverage required upon execution of this Agreement, prior to the expiration date of any policy (showing renewal), and whenever requested by SFA. These coverages and limits are to be considered minimum requirements under this Agreement and shall in no way limit the liability or obligations of SUPPLIER under this Agreement.
- h) For any claims related to this Agreement, where SFA is included as an additional insured, SUPPLIER'S insurance coverage shall be primary insurance coverage. Any insurance or self-insurance maintained by SFA or any of the Indemnified Parties shall be excess of SUPPLIER'S insurance and shall not be contributory to it.
- i) The required insurance must be in effect prior to commencement of this Agreement and it or a successor policy must be in effect for the duration of this Agreement. Maintenance of proper insurance coverage is a material element of this Agreement. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by SFA as a material breach and subject this Agreement to notice of breach.
- j) SUPPLIER or its insurer agrees to provide SFA with thirty (30) days prior written notice of cancellation of

any of the above insurance. SFA shall have the right to issue notice of breach of this Agreement on account of any such termination.

- k) If any of the required insurance is on a "claims made" basis and is cancelled during the term of this Agreement, SUPPLIER agrees to purchase full coverage or prior acts coverage so that such insurance is in effect from the date this Agreement is executed to three (3) years after its termination.
- l) SFA shall maintain, or cause to be maintained, a system of coverage to keep the buildings and/or locations assigned for SUPPLIER'S use in performing its Services ("Premises"), and all SFA property contained therein insured against loss or damage by fire, explosion or other cause normally covered by standard broad form property insurance, to the extent permitted by law. The system of coverage may include purchased insurance, self-insurance, or a combination thereof.
- m) The Parties waive all rights of recovery against each other and their subsidiaries, officers, directors, trustees/regents, volunteers and employees, including subrogation rights for the insurance policies required herein, for such loss or damage to the waiving Party.

#### 8) PRESENCE ON SFA CAMPUS

- a) SUPPLIER agrees that all persons working for or on behalf of SUPPLIER whose duties bring them upon the Premises shall obey the rules and regulations that are established by SFA and shall comply with the reasonable directions of the university's officers.
- b) SUPPLIER shall be responsible for the acts of its employees and agents acting within the scope of their employment while on the Premises. Accordingly, SUPPLIER agrees to take necessary measures to prevent injury and loss to persons or property located on the Premises. SUPPLIER shall be responsible for all damages to persons or property caused by the negligent or willful misconduct of SUPPLIER or any of its agents or employees as outlined in Section 7(A) above. SUPPLIER shall promptly repair, to its pre-existing condition (or otherwise, to the satisfaction of SFA), any damage that it, or its employees or agents, may cause to the Premises or equipment; on SUPPLIER'S failure to do so, SFA may repair such damage and have the option to deduct the cost thereof from amounts otherwise payable to SUPPLIER, or SUPPLIER shall reimburse SFA within ten (10) days of request by SFA for the cost of repair.
- c) SUPPLIER shall perform the Services without unreasonably interfering in any way with the activities of SFA faculty, students, staff, or visitors.
- d) SUPPLIER, its employees and vendors shall consistently comply with all SFA parking and traffic regulations.
- e) SUPPLIER will not do or knowingly permit anything or any activity that would create a nuisance on SFA property. SUPPLIER agrees to comply with any reasonable request of SFA to cease any SUPPLIER activity, or not commence any contemplated SUPPLIER activity, which, in SFA's opinion, will invalidate SFA's insurance policy or policies.

#### 9) USE OF SFA FACILITIES

- a) SUPPLIER and its employees or agents shall have the right to use only those SFA facilities that are necessary to perform services under this Agreement and shall have no right of access to any other SFA facilities except to the extent such facilities are otherwise open to the public.
- b) SUPPLIER shall neither use nor allow its personnel to use any part of SFA Premises or property for any purpose other than the performance of the Services under this Agreement.
- c) SFA may make reasonable regulations for use and occupancy of the Premises and shall give SUPPLIER written notice thereof. SFA's authorized representatives shall have access to the Premises at all times.

#### 10) SURRENDER OF PREMISES AND EQUIPMENT

- a) Upon termination or expiration of this Agreement, SUPPLIER shall vacate all parts of the SFA Premises it occupies, remove its owned furniture, fixtures, equipment and supplies, and restore the building to a clean and well-repaired state, reasonable wear and tear excepted. Failure to do so may result in the condition being remedied by SFA at SUPPLIER'S expense.

#### 11) HEALTH DEPARTMENT SHUTDOWN

- a) In the event of a health department shutdown that has been caused by SUPPLIER'S failure to fulfill its obligations under this Agreement, in addition to its other obligations under this Agreement, SUPPLIER shall develop a response plan within 12 hours in consultation with SFA and any other appropriate health experts and governmental authorities, which will include SUPPLIER'S engagement of its Quality Assurance Team. In the event of a health department shutdown that has been caused by SFA's failure to fulfill its obligations under this Agreement, SFA shall act immediately to remedy the conditions that resulted in the shutdown, including consultation with SUPPLIER and other health experts and governmental authorities. SFA and SUPPLIER agree that if a health department shutdown has been caused by both SFA's and SUPPLIER'S failure to fulfill their obligations under this Agreement, the Parties will proactively work together to remedy the conditions that resulted in the shutdown and SFA may require SUPPLIER'S engagement of its Quality Assurance Team and a third-party public relations firm, cost of which to be shared by SFA and SUPPLIER.

#### 12) RESPONSIBILITY FOR PROPERTY AND ASSETS

- a) SFA shall bear no responsibility, regardless of the cause, for the loss, theft, mysterious disappearance of, or damage to merchandise, equipment, inventory, tools, materials, supplies, and all other personal property of SUPPLIER or its employees, subcontractors, or materialmen, except to the extent of SFA's, its employees or agents' negligence. SUPPLIER shall take reasonable precautions to protect its property and assets left on the Premises.

#### 13) SECURITY

- a) No security staff may be employed by SUPPLIER without the prior consent of SFA.

#### 14) UTILITY SERVICES

- a) SFA shall make electricity, HVAC, potable water, sewer drain, and natural gas available for SUPPLIER'S use in appropriate areas.
- b) SFA shall maintain utility services and make every reasonable effort to avoid their disruption. In the event any utility service must be interrupted for repair or modification, SFA shall provide SUPPLIER as much advance notice as possible. In the event of any such interruption or any disruption of utility services, SFA shall take reasonable steps to restore them promptly but shall not be responsible for any loss or delay sustained by SUPPLIER resulting from such interruptions regardless of the cause or time period involved, but shall remain responsible for utility disruptions resulting from the negligence of SFA or SFA's employees or agents.

#### 15) RENOVATION AND CONSTRUCTION

- a) SUPPLIER agrees to abide by SFA's guidelines for renovation, construction and equipment installation, as may be modified, amended or replaced by SFA from time to time. Prior to the start of any SUPPLIER renovation, construction or equipment installation, the Parties shall meet to review and ensure compliance with SFA's most current guidelines. No renovation or construction may occur without SFA's prior written approval.

#### 16) LIENS

- a) SUPPLIER shall at all times keep the property of SFA free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, or labor performed, or materials or equipment furnished) to SUPPLIER pursuant to the terms of this Agreement. If any such lien shall at any time be filed against any such property, and SUPPLIER shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) days after being notified of the filing of such lien, SFA may, but shall not be obligated to, discharge the same and all costs and expenses (including attorney's fees) incurred by SFA in discharging the lien shall be paid by SUPPLIER directly to SFA within thirty (30) days.

#### 17) HISTORICALLY UNDERUTILIZED BUSINESSES

The purpose of the Historically Underutilized Business (HUB) Program is to promote equal business opportunities for economically disadvantaged persons (as defined by Tex. Gov't Code, Chapter 2161) to contact with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB Program annual procurement utilization goal per 1 Texas Administration Code (TAC) §111.13, as of the commencement of this Agreement, is thirty-three percent (33%) for all services contracts.



SFA actively promotes a HUB program in compliance with the State of Texas. SUPPLIER is encouraged to actively seek to subcontract or partner with HUBs in an effort to create an environment that supports, where possible, the HUB program and actively acknowledges and values diversity.

- a) State agencies are required by statute to make a good faith effort to assist HUBs in participating in contract awards issued by the State. 1 TAC §111.11-.28 outline the State's policy to encourage outreach to and potential utilization of HUBs in state contracting opportunities through race, ethnic, and gender neutral means.
- b) SUPPLIER is required to make a good faith effort to award subcontracts to HUBs in accordance with 1 TAC §111.14 by submitting a HUB Subcontracting Plan to SFA's HUB Coordinator and complying with the HUB Subcontracting Plan after it is accepted by SFA and during the term of this Agreement.
- c) In support of "partnering" with HUBs, SFA promotes a Mentor-Protégé program for the purpose of building effective working relationships between leaders or mature established companies and emerging minority and women owned companies. Participation in the Mentor-Protégé Program is voluntary on both the part of the Mentor and Protégé. However, use of a subcontractor with whom SUPPLIES is participating in a State-approved Mentor-Protégé program meets all required good faith efforts.

SUPPLIER, having been awarded this Agreement in part by agreement to comply with the HUB Program statute and rules, hereby covenants to continue to comply with the HUB Program as follows:

- a) Prior to substituting a subcontractor, promptly notify SFA's HUB Coordinator and the Designated SFA Official in the event a change is required for any reason to the accepted HUB Subcontracting Plan.
- b) Conduct the good faith effort activities required and provide SFA's HUB Coordinator with necessary documentation to justify approval of a change to the approved HUB Subcontracting Plan.
- c) Maintain and make available to SFA's HUB Coordinator, upon request, business records documenting compliance with the accepted HUB Subcontracting Plan.
- d) SFA shall submit monthly Progress Assessment Reports on the prescribed forms, relating to payment to subcontractors, both HUB and non-HUB to SFA's HUB Coordinator. SFA reserves the right to withhold payment until the monthly reports are received by the HUB Coordinator.
- e) Promptly and accurately explain and provide supplemental information to SFA's HUB Coordinator to assist in SFA's investigation in SUPPLIER's good faith effort to fulfill the HUB Subcontracting Plan and the requirements under 1 TAC §111.14. In the event SUPPLIER elects to utilize a subcontractor to source HUBs and assist SUPPLIER in meeting HUB requirements herein, then SUPPLIER must report specific details of that subcontractor's performance in meeting Hub goals to SFA's HUB Coordinator as a part of the required monthly HUB report.
- f) SFA's HUB Coordinator shall be the sole point of contact regarding approval of SUPPLIER's good faith effort related to the HUB Subcontracting Plan and subsequent changes.

Upon a determination by SFA's HUB Coordinator that SUPPLIER has failed to demonstrate a good faith effort to fulfil the HUB Subcontracting Plan or any contract covenant detailed above, SFA may, in addition to all other remedies available to it, require reporting to the SFA Board of Regents and/or report the failure to perform to the Texas Building and Procurement Commission and may bar SUPPLIER from future contracting opportunities with SFA.

#### 18) TITLE IX COMPLIANCE

- a) SFA strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and SFA's sexual harassment policy and procedures ("Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on University-controlled property, including institutions and entities with whom SFA places its students. Further, such Regulations prohibit unequal treatment on the basis of sex as well as sexual harassment and sexual misconduct. As a condition of employment, enrollment, doing business, or being permitted on the campus, the above-mentioned individuals, organizations, and entities must agree to: 1) Report immediately to the Title IX coordinator any and all claims of sex discrimination or sexual misconduct; 2) Cooperate with University's Title IX investigation; and, 3) Cooperate fully with all sanctions that University may impose against such individual, organization, or

entity, who is found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, University reserves the right to take appropriate action, including but not necessarily limited to, immediate removal from campus; discipline of employees and students (including termination of employment and/or expulsion from school); and immediate termination of business or contractual relationships.

- b) As a material condition of this Agreement, SUPPLIER shall require its employees and Subcontractors while working on the SFA campus to adhere to this provision and the Regulations.

#### 19) LABOR RELATIONS

- a) SUPPLIER agrees to take immediate and reasonable steps to maintain its provision of service under this Agreement in the event of any labor action involving its employees.

#### 20) SUBCONTRACTORS

- a) No portion of SUPPLIER'S obligation to provide onsite food service under this Agreement may be sublet or subcontracted by SUPPLIER to third parties ("Subcontractors") without the prior written consent of SFA. Where SFA and SUPPLIER agree upon a subcontractor in an applicable SOW, such agreement shall serve as SFA's approval to contract with the identified Subcontractor.
- b) The following requirements shall pertain to all SUPPLIER'S onsite Subcontractor contracts:
  - i) Subcontractor(s) must have proper license(s) and registrations as necessary to perform the resulting contract in the State of Texas.
  - ii) SUPPLIER is required to assume full responsibility and liability for all project work and services performed by its Subcontractor(s).
  - iii) Subcontractor insurance requirements must comply with this Agreement except as otherwise agreed by SFA in writing.
  - iv) In all other respects, all contracts between SUPPLIER and its Subcontractors must comply with this Agreement. No conflicting terms and/or conditions will be allowed. SUPPLIER is required to ensure that Subcontractor(s) adhere(s) to all provisions and conditions of this Agreement.
  - v) SUPPLIER will review with SFA any business plans for subcontracting prior to finalization of any Subcontractor contract or conducting of business. SFA reserves the right to approve any Subcontractor business plan.
  - vi) SFA will not be a party to the terms of any contract between SUPPLIER and any Subcontractor but is an intended third-party beneficiary to the contract between SUPPLIER and any Subcontractor.
  - vii) In no case shall a SUPPLIER subcontract survive the termination of this Agreement.
  - viii) SUPPLIER shall furnish the University with redacted copies of all executed, onsite subcontracts (removing SUPPLIER's confidential and proprietary pricing information).

#### 21) PUBLICITY

- a) SUPPLIER shall not use, in its external advertisement, marketing programs, or other promotional efforts, any data, pictures, or other representation of SFA except on the specific prior written authorization of SFA. However, nothing in this clause shall preclude SUPPLIER from including SFA on its list of locations or client list for matters of reference.
- b) SUPPLIER shall not install any signs or other displays anywhere on SFA facilities unless, in each instance, the prior written approval of SFA has been obtained.
- c) SUPPLIER shall limit and direct any of its advertising on SFA's Premises to the Contract Administrator for approval.
- d) SUPPLIER is obligated to provide promotional efforts to maximize sales. All advertising requires the prior written approval of SFA.
- e) SUPPLIER may not under any circumstances use any SFA Trademark without prior approval of SFA, and SFA shall not under any circumstances use any SUPPLIER Trademark without the prior approval of SUPPLIER. Upon termination or expiration of this Agreement, SUPPLIER shall remove all of its proprietary

data, signs, promotional material and other Trademark material from the SFA facilities.

## 22) CONFIDENTIALITY

- a) Except as otherwise required by law, SFA and SUPPLIER shall treat this Agreement, and other trade secrets or other confidential or proprietary information and materials of the other Party, including menus, recipes, signage, food service surveys and studies, management guidelines, procedures, operating manuals and software, reports, and financial data as confidential property ("Confidential Information") and not disclose such information to others during or subsequent to the term of this Agreement, except as is necessary. SUPPLIER understands that SFA is subject to and must comply with the Texas Public Information Act. Whenever this Agreement or other Confidential Information is within the scope of a public records request, SFA shall provide written notice to SUPPLIER prior to responding to such request, and shall reasonably cooperate with SUPPLIER in withholding or redacting records or portions thereof that are exempt from disclosure under applicable law, including providing SUPPLIER with reasonable notice prior to such disclosure so that SUPPLIER may reasonably cooperate with SFA in asserting applicable exemptions from disclosure and to enable SUPPLIER to contest disclosure if allowable.
- b) Nothing in this Agreement shall in any way limit the ability of SFA to comply with any laws or legal process concerning disclosures by public bodies. SFA shall fully comply with any public records requests and, other than the aforementioned notification of the request to SUPPLIER and cooperation in protecting records that are exempt from disclosure as described in Section 21(a) above, SFA shall have no obligation to SUPPLIER to limit or delay its fulfillment of said requests.
- c) SUPPLIER is required to make any information created or exchanged with SFA pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in PDF or other format that is accessible by the public at no additional charge to SFA. SUPPLIER acknowledges that SFA may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. Prior to the first public disclosure or posting of the Agreement, SFA shall take reasonable efforts to give SUPPLIER prior notice and agrees to tender to the Office of Attorney General for decision as to the information subject to disclosure under the Texas Public Information Act.
- d) To the extent applicable, SUPPLIER agrees to hold student information, including any personally identifiable student information or education records as those terms are defined under federal law, ("Confidential Data") in strict confidence and warrants to SFA that it will use reasonable industry practices to establish and maintain adequate procedures to ensure the confidentiality and privacy of such Confidential Data from unauthorized use or disclosure in violation of the Family Educational Rights and Privacy Act ("The Buckley Amendment or "FERPA"), 20 USC 1232 g and not to use or disclose Confidential Data except as permitted or required by this Agreement, as required by law, or as otherwise authorized by SFA in writing. SUPPLIER further agrees not to use Confidential Data for any purpose other than the purpose for which the disclosure to SUPPLIER was made. SUPPLIER shall continue to maintain the confidentiality and privacy of the Confidential Data retained in its system after cancellation, expiration or other conclusion of this Agreement. Upon termination, cancellation, expiration or other conclusion of this Agreement, SUPPLIER shall return all Confidential Data to SFA or, if return is not feasible, destroy any and all Confidential Data. If SUPPLIER destroys the information, it shall provide SFA with a certificate confirming the date of destruction of the data. SUPPLIER shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Data received from, or on behalf of SFA or its students. These measures will be extended by contract to all subcontractors used by SUPPLIER. SUPPLIER shall, within one day of discovery, report to SFA any use or disclosure of confidential information not authorized by this agreement or in writing by SFA. Following this report, SUPPLIER will conduct a timely and thorough investigation in an attempt to identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, and (iii) who made the unauthorized use or received the unauthorized disclosure. At the conclusion of this investigation, SUPPLIER will furnish a confidential written report to SFA indicating the results of the investigation, what SUPPLIER has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and what corrective action SUPPLIER has taken or shall take to prevent future similar unauthorized use or disclosure.

## 23) SOFTWARE, DATA AND PCI COMPLIANCE

- a) In connection with the Services being provided hereunder, SUPPLIER may need to operate certain

information technology systems not owned by SFA ("SUPPLIER Systems"), which may need to connect to or interface with SFA's internet access, networks, software, or information technology systems ("SFA Systems"). SUPPLIER will be solely responsible for all SUPPLIER Systems, and SFA will be solely responsible for all SFA Systems, including taking the necessary security and privacy protections that are reasonable under the circumstances. If SUPPLIER serves as the merchant-of-record for credit or debit card transactions in connection with the Services provided hereunder, then SUPPLIER will be responsible for complying with applicable laws, regulations and payment card industry data security standards related to the of cardholder data ("Data Protection Rules").

- b) All Supplier customer-facing technology and software, including mobile apps, are subject to SFA's IT Security review and approval.
- c) SUPPLIER'S software will not reside on SFA's servers/network except as specifically approved by SFA in writing.
- d) If SUPPLIER and SFA agree that SUPPLIER Systems will connect or interface with SFA Systems in order to perform the Services required by this Agreement, then SFA agrees to promptly implement upon request from SUPPLIER, at SFA's expense, the changes to the SFA Systems that SUPPLIER reasonably requests and believes are necessary or prudent to enable SUPPLIER to comply with the Data Protection Rules when interfacing with the SFA Systems.
- e) TO THE EXTENT ALLOWED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, EACH PARTY WILL INDEMNIFY, DEFEND, AND HOLD THE OTHER PARTY HARMLESS FROM ALL CLAIMS, LIABILITIES, DAMAGES, AND COSTS (INCLUDING REASONABLE LEGAL FEES) ARISING FROM THE INDEMNIFYING PARTY'S FAILURE TO COMPLY WITH ITS OBLIGATIONS IN THIS SECTION 23).
- f) Either Parties' access to or use of the other Parties' leased or owned software systems shall not create any right, title, interest, or copyright in such software, and neither Party shall retain such software beyond the termination of this Agreement unless otherwise agreed to in writing by the other Party.
- g) Data processed by SUPPLIER Systems shall remain the property of SUPPLIER; however, throughout the term of this Agreement and upon termination or expiration of this Agreement, SUPPLIER shall reasonably cooperate with SFA in providing data and information to SFA during the term hereof and upon termination or expiration of this Agreement, providing the data and information required by SFA to transition the operations of SUPPLIER to any successor operator. In no event shall such data or information be required to include either proprietary information of SUPPLIER or information that would violate PCI standards. SUPPLIER shall provide SFA with a copy of the data processed by such software in a format to be mutually agreed upon by the Parties.
- h) All SFA System data that is required to be destroyed under PCI standards shall be destroyed by SUPPLIER in accordance with the standards set forth by PCI for such data. In addition, after complying with the transition requirements of this paragraph, SUPPLIER will destroy all SFA proprietary information in its possession.
- i) All data contained within SFA Systems shall be the property of SFA, with the exception of SUPPLIER confidential and proprietary data that may flow across the interface between SUPPLIER's system and the SFA System.
- j) The provisions set forth in this section shall survive termination or expiration of this Agreement. In the event of any breach of the provisions set forth herein, SUPPLIER and/or SFA shall be entitled to seek equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available.
- k) Subject to the provisions of Section 23(a), SUPPLIER shall obtain, store, utilize, process and transmit data in accordance with all applicable laws and current Payment Card Industry Data Security Standards ("PCI Standards").
- l) Subject to the provisions of Section 23(a), SUPPLIER shall validate compliance with current PCI Standards by annually providing SFA with a current Attestation of Compliance with current PCI Standards.
- m) SUPPLIER shall maintain security of the point of sale equipment and associated cardholder data environment and will implement reasonable security measures including network firewalls and anti-virus/anti-malware solutions in accordance with PCI standards.
- n) SUPPLIER shall deploy currently available Point-to-Point Encryption (P2PE) technologies.

- o) SUPPLIER shall adhere to SFA Information Security Requirements Supplemental Provisions in Exhibit A, which may be modified, amended or replaced from time to time. To the extent any such modification or replacement has a material impact on SUPPLIER's operations or costs, the Parties shall negotiate in good faith to adjust the terms of this Agreement, including the financial terms, to account for such impacts.
- p) In accordance with Section 2054.5192, *Texas Government Code*, if SUPPLIER, or a subcontractor, officer, or employee of SUPPLIER, will have access to a state computer system or database, then SUPPLIER shall ensure that such officer, employee, or subcontractor shall complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code*, as selected by SFA. The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the contract and during any renewal period. SUPPLIER shall verify to SFA completion of the program by each such officer, employee, or subcontractor.

#### 24) ACCESS TO RECORDS AND AUDIT

- a) SUPPLIER is responsible for keeping accurate and reasonable records related to its performance and obligations under this Agreement. SUPPLIER shall maintain at its principal place of business full, accurate and complete books of account and records reflecting all activities and transactions subject to or covered by this Agreement, including but not limited to, records documenting any price, cost or budget computations required under this Agreement. Records shall be kept for six (6) years from the date incurred (or longer if required by law) or until the final disposal of any claims or litigation arising out of the performance of this Agreement, whichever is longer.
- b) SUPPLIER agrees that SFA or its duly authorized representative has the right to audit any books, documents, papers and records which are relevant to the terms set forth in an applicable SOW in Exhibit B. This right to audit shall also apply to Subcontractors engaged by SUPPLIER in fulfilling the Agreement. SUPPLIER shall make available to SFA or its agents all such records and documents for audit at SUPPLIER'S company premises located at 2400 Yorkmont Road, Charlotte, North Carolina 28217, during regular and reasonable working hours within ten (10) business days of a written request for availability and, upon SFA's written request, provide SFA with copies of such records and documents. SUPPLIER shall cause its appropriate employees and agents to cooperate with SFA in connection with such inspections or audits. Notwithstanding the above, SFA shall have no rights or access to or make copies of any confidential or proprietary books of SUPPLIER, including copies of any food supply contracts, any details or make-up of profit, or any of the financial arrangements in place between SUPPLIER and our on-site retail subcontractors.

SFA accepts that Supplier or its parent company, Compass Group USA, Inc. ("Compass") may receive volume, trade or cash discounts for items purchased as part of doing business at SFA and that those discounts will accrue to Supplier and/or Compass and will not be credited back to SFA. SFA understands that certain charges reflected on the Profit and Loss statement are based on a portion of overall company expenses.

- c) SUPPLIER further agrees to disclose within thirty (30) days of receipt any independent auditors' reports indicating findings that affect SFA.
- d) In the event SFA requests an independent audit of SUPPLIER'S books and records pursuant to this Agreement, all audit expenses shall be borne by SFA. However, should such audit reveal a deficiency in the payments paid by SUPPLIER of greater than three percent (3%) of the payments thereof, then SUPPLIER shall bear the reasonable cost of the audit with respect to the period in which such underpayment occurred and shall cure the deficiency within 15 business days.
- e) SUPPLIER further understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), *Texas Education Code*. SUPPLIER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. SUPPLIER will include this provision in all contracts with permitted subcontractors.

#### 25) PERMITS AND LICENSES

- a) SUPPLIER shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this Agreement, and shall post or display in a prominent place such permits and/or notices as are required by law.

## 26) TAXES

- a) Each Party shall collect and remit sales taxes, if applicable, on all meals and Services for which each respectively collects revenue from customers. The Parties understand and agree that, to the extent such sales are exempt from sales tax under applicable law, the intent is there will be no sales or use tax charged on food and beverage sales to students. However, there may be sales and/or use tax charged on food and beverage sales to non-students. In the case of meal plan sales to non-students, SUPPLIER shall gross up and include the amount of sales and use tax in the price for such plans and shall be responsible for the remittance of any such sales and use taxes.
- b) Any change in sales tax rate is the responsibility of the Party collecting taxable revenue. SFA shall be responsible for possessory interest tax, if any.
- c) Subject to the provisions of Section 10, a), SUPPLIER shall:
  - i) pay when due all applicable taxes or assessments.
  - ii) comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority.
  - iii) be responsible for all city, state or federal income or other applicable taxes including any tax burdens or benefits arising from its operations hereunder. This provision shall survive termination of this Agreement.
- d) SFA assumes no responsibility of interpretation or application of various tax laws such as, but not limited to, the collection of retail sales tax.

## 27) WARRANTIES AND REPRESENTATIONS

- a) SUPPLIER acknowledges that SFA is relying on these representations and warranties as essential elements to this Agreement, representing as they do, material inducements, without which SFA would not have entered into this Agreement.
- b) SUPPLIER warrants that it, as well as its employees, agents, and subcontractors engaged to provide items or Services under this Agreement (collectively "SUPPLIER Personnel"), has and will maintain all the skills, experience, and qualifications necessary to provide the Services contemplated by this Agreement, including any required training, registration, certification or licensure. The required qualifications, by way of example only and without limitation, shall expressly include all qualifications identified in an applicable SOW or its Attachments.
- c) SUPPLIER and each person signing on behalf of SUPPLIER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of SFA's Board of Regents, nor any employee or person, whose salary is payable in whole or in part by SFA, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
- d) SFA warrants that to the best of SFA's knowledge, there exists no actual or potential conflict between SFA and SUPPLIER and the obligations SFA will perform under this Agreement, and in the event of change in either SFA's private interests or its obligations under this Agreement, SFA will inform SUPPLIER regarding possible conflict of interest which may arise as a result of the change. SFA also affirms that, to the best of SFA's knowledge, there exists no actual or potential conflict between a SFA or University employee and SUPPLIER.
- e) Equal Opportunity and Affirmative Action Employer

In the performance of this Agreement, SUPPLIER shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, genetic information, citizenship, or veteran status, as defined and prohibited by applicable law, in the recruitment, selection, training, utilizing, promotion, termination, or other employment-related activities. SUPPLIER affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state, and local laws and regulations.
- f) If SUPPLIER is a corporation, limited liability company, or any other entity organized and existing under state law, SUPPLIER warrants, represents, covenants, and agrees that it is duly organized, validly existing

and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of SUPPLIER has been duly authorized to act for and bind SUPPLIER .

- g) SUPPLIER warrants that SUPPLIER'S Services and/or SFA's use of products, processes, techniques and methodologies provided by SUPPLIER or developed by SUPPLIER shall not infringe upon the copyright, patent, or other proprietary rights of others. The foregoing shall not apply to patented, copyrighted or trademarked materials, equipment, devices, or processes furnished or modified by SFA.
- h) If SUPPLIER is a taxable entity as defined by Chapter 171, *Texas Tax Code* ("Chapter 171"), then SUPPLIER certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that SUPPLIER is exempt from the payment of those taxes, or that SUPPLIER is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- i) In accordance with Section 231.006 of the *Texas Family Code* and Sections 2155.004 and 2155.006 of the *Texas Government Code*, SUPPLIER certifies that it is not ineligible to receive this Agreement or any payments under this Agreement and acknowledges that SFA may terminate this Agreement and/or withhold payment and/or reimbursement if this certification is inaccurate.
- j) Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, SUPPLIER agrees that any payments owing to SUPPLIER under this Agreement may be applied directly toward any debt or delinquency that SUPPLIER owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- k) If SUPPLIER will provide services under this Agreement, SUPPLIER covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under this Agreement, SUPPLIER will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
- l) By entering into this Agreement, SUPPLIER certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of: (i) all persons employed to perform duties within Texas, during the term of this Agreement; and (ii) all persons (including subcontractors) assigned by SUPPLIER to perform work pursuant to this Agreement, within the United States of America. SUPPLIER shall provide, upon request of SFA, an attestation of compliance with the E-Verify process for the three most recent hires that match the criteria above, by SUPPLIER, and SUPPLIER's subcontractors, as proof that this provision is being followed. If this certification is falsely made, this Agreement may be terminated, at the discretion of SFA and at no fault to SFA, with no prior notification.
- m) If this Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds of SFA, and if SUPPLIER is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to *Texas Government Code* Chapter 2271, SUPPLIER affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement, as that term is defined by Section 808.001 (1), *Texas Government Code*.
- n) Pursuant to Section 2252.152, *Texas Government Code*, and to the extent applicable, SUPPLIER hereby represents, verifies, and warrants that it does not do business with Iran, Sudan, or any foreign terrorist organization identified on a list prepared and maintained under Section 2270.0153, 2270.0201, or 2252.153, *Texas Government Code*.
- o) Under Section 2155.0061, *Texas Government Code*, SUPPLIER certifies that the individual or business entity named in the bid or Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

## 28) ASSIGNMENT

- a) SUPPLIER may not assign, or transfer this Agreement or any interest or claim under this Agreement without prior written approval of SFA which shall be given or withheld in SFA's sole and absolute discretion, except SUPPLIER may assign this Agreement to an affiliated company or wholly owned subsidiary with SFA's reasonable prior approval and without being released from any of its responsibilities hereunder. Notwithstanding any consent by SFA to any assignment, SUPPLIER shall at all times remain bound to all

warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirements, in writing, by SFA. SUPPLIER shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

## 29) MATERIAL CHANGES TO THIS AGREEMENT

- a) The Parties agree that the following circumstances constitute a Material Change to this Agreement (“Material Change Event”).
  - i) SFA adds or removes one or more of SUPPLIER’S assigned service locations and/or service rights under this Agreement (“SFA Initiated Material Change”).
  - ii) A negative variance of more than 10% in SUPPLIER’S Net Financial Return in comparison to SUPPLIER’S original Forecast and the variance is reasonably attributable to a change in the SUPPLIER Assumptions underlying the financial arrangement in an applicable SOW. “Assumptions”, SUPPLIER’S “Net Financial Return” and SUPPLIER’S “Forecast” shall be as defined and documented in the applicable SOW.
- b) A Material Change Event shall trigger the following process.
  - i) A Party may give notice to the other Party of a Material Change Event. The Parties will meet to identify mutually agreeable operational or service modifications to the Food Service Program to mitigate the adverse financial impact (“Remediation”) within 10 days of receipt of notice of Material Change.
  - ii) If the Parties do not agree on Remediation, SUPPLIER may request a renegotiation of the financial terms of the SOW (“Financial Renegotiation”).
  - iii) If the Parties do not agree on Financial Renegotiation within 20 days of notice of Material Change, either party may terminate this Agreement in its entirety upon not less than seventy-five (75) days written notice. SUPPLIER further agrees that its termination date under this provision shall be limited to the close of business on the last Service day of an academic semester, except as otherwise mutually agreed by the Parties, except to the extent that this right is specifically waived in an applicable SOW.
- c) In the event of a SFA Initiated Material Change that results in a positive variance in SUPPLIER’S Net Financial Return of greater than 5% in comparison to SUPPLIER’S Forecast, SFA reserves the right to renegotiate the financial terms of the SOW so that each Parties’ financial return remains fair and equitable.

## 30) NOTICES

- a) Any notice required under this Agreement shall be in writing and may either be given by personal delivery, sent by Certified Mail or by overnight courier addressed as follows: If to SUPPLIER, at the address set forth in the heading of this agreement, with a copy to its General Counsel at the address indicated in this section; if to SFA, to the attention of the Vice President of Student Affairs at the address set forth in the heading of this Agreement. Additional notice to SUPPLIER’S General Counsel shall be provided at the following address:  
Compass Group USA, Inc.  
Attn: General Counsel  
2400 Yorkmont Road  
Charlotte, NC 28217
- b) The address to which mailings shall be made may be changed by either party from time to time by a notice mailed as set forth above. Notice shall be effective when received or on the date of personal or courier delivery or on the fifth day after deposit in the United States mail as provided above, whichever is earlier. Rejection or other refusal to accept such notice shall not affect the validity or effectiveness of the notice given.

## 31) MISCELLANEOUS PROVISIONS

- a) A waiver by either party of any of the terms or conditions, provisions, or covenants of this Agreement in any instance shall not be deemed or construed to be a waiver of any such term, condition, provision, or covenant for the future, or of any subsequent breach of same. All remedies, rights, undertakings, obligations, and



agreements contained in this Agreement shall be cumulative and shall not be in limitation of any other right, remedy, undertaking, obligation, or agreement of either party.

- b) If any legal action is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to recover reasonable attorney fees and other costs incurred in that action or proceeding, in addition to any other relief to which they may be entitled.
- c) This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements or understandings, written or oral, prior to the signing of this document.
- d) THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF SFA (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON SFA EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
- e) The Parties stipulate and agree that no provision of, or any part of this Agreement between SFA and SUPPLIER, or any subsequent change order, amendment, or other Agreement modification shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability to SFA beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the Courts and the laws of the United States.

### 32) FORCE MAJEURE

- a) Either party shall notify the other party promptly of any material delay in performance of specified services and shall specify in writing to the other party the proposed revised performance dates as soon as practicable after notice of delay. Obligations not performed due to force majeure will be performed as soon as reasonably possible when the force majeure concludes.
- b) In the event that performance of any terms or provisions hereof (other than obligations to make payments that have become due and payable pursuant to this Agreement) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God, national, state or local health emergency, or any other reason whatsoever which is not within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence said Party is unable to prevent, the Party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues. To the extent SUPPLIER'S performance is excused for any of these reasons, the Parties shall negotiate an appropriate financial revision to the economic terms of the Agreement.

### 33) SURVIVAL

- a) The following provisions shall survive the expiration or termination of this Agreement: 3 (Financial Terms and Conditions), 7 (Indemnification and Insurance), 10 (Surrender of Premises and Equipment), 12 (Responsibility for Property and Assets), 16 (Liens), 18 (Title IX Compliance), 20(b) (Subcontractors), 21 (Publicity), 22 (Confidentiality), 23 (Software, Data and PCI Compliance), 24 (Access to Records and Audit), 26 (Taxes), 27 (Warranties and Representations), 31 (Miscellaneous Provisions), 34 (Laws), and 36 (Dispute Resolution).
- b) In the event any portion of this Agreement is declared invalid or unenforceable for any reason, such portion is deemed severable here from and the remainder of the Agreement shall be deemed and remain fully valid and enforceable.

### 34) LAWS

- a) This Agreement, and all matters or issues collateral to it, shall be governed by, and construed in accordance with, the law of the State of Texas, without giving effect to its choice of law provisions.
- b) SUPPLIER shall assure compliance with all laws, rules, and regulations of duly constituted authorities having jurisdiction over its activities on the Premises. SUPPLIER shall be responsible for and bind all its Subcontractors to full compliance as well.

35) AUTHORITY

- a) 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 SFA and SUPPLIER in accordance with its terms.

36) DISPUTE RESOLUTION

This Agreement and the applicable statute of limitations for any disputes under this Agreement shall be brought in a court of competent jurisdiction in Nacogdoches or Angelina County, Texas and governed by Texas law. To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by SFA and SUPPLIER to attempt to resolve any claim for breach of contract made by SUPPLIER that cannot be resolved in the ordinary course of business. The Vice President for Finance & Administration of SFA shall examine SUPPLIER's claim and any counterclaim and negotiate with SUPPLIER in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by SUPPLIER (except for nonpayment in accordance with the Texas Prompt Payment Act, *Texas Government Code* Chapter 2251), (ii) neither the issuance of this Agreement by SFA nor any other conduct, action or inaction of any representative of SFA relating to this contract constitutes or is intended to constitute a waiver of SFA's or the state's sovereign immunity to suit; and (iii) SFA has not waived its right to seek redress in the courts.

37) COUNTERPARTS; PDF COPIES

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute one and the same Agreement. The Parties confirm and agree that SFA and SUPPLIER may execute separate counterparts of this Agreement, all with the same force and effect as through the same counterpart had been executed by both SFA and SUPPLIER. Signature pages may be scanned and delivered by electronic correspondence in .pdf or other comparable format or evidenced by facsimile signature or in an electronic form evidencing signatures of both parties hereto and, upon delivery of such signature page, such signature page shall be treated for all purposes as a true original signature page.

Accepted on behalf of:

SFA



Name/Title Dr. Scott Gordon, President

Accepted on behalf of:

SUPPLIER



Name/Title Lisa McEuen, CEO

6/10/2021

Date

6/10/2021

Date

**Exhibit A**  
**SFA Information Security Requirements**  
**Supplemental Provisions**

Intentionally left blank for any additional contract provisions and/or information.

**Exhibit B**  
**Scope(s) of Work (SOW)**

To be separately attached.

STEPHEN F. AUSTIN STATE UNIVERSITY  
DINING SERVICES PROGRAM  
Exhibit B – Scope of Work (SOW)

1) OVERVIEW

- a) Stephen F. Austin State University (“SFA”) has authorized and granted the right to Compass Group USA, Inc. through its Chartwells Division (“Supplier”) to operate and manage an on-campus Dining Services Program (“Program”) consistent with Supplier’s 01/26/2021 proposal and Best and Final Offer (BAFO) to SFA of April 1, 2021 and pursuant to the Master Agreement (“Agreement”) entered into by SFA and Supplier (together the “Parties”). The Program consists of operations and services in accordance with the terms of the Agreement and this Scope of Work (“SOW”).
- b) The purpose of this SOW and its Attachments is to provide descriptions of the specific services Supplier is required to provide under the Agreement along with associated financial terms.
- c) Definitions
  - Contract Administrator: SFA’s on-site authorized representative responsible for day-to-day management of the SOW and/or his or her designee(s).
  - Financial definitions:
    - (1) Accounting Period: One (1) calendar month within a fiscal year.
    - (2) Allowable Operating Expenses: Direct and allocated costs, charges, and expenses incurred in connection with the Program that can be applied by Supplier to offset Sales for purposes of calculating Losses and Surpluses as further described in this SOW.
    - (3) Buyback: SFA reimbursement of the unamortized portion of a Supplier contribution or asset expenditure made on behalf of the Program.
    - (4) Cash Donation: A gifted transfer of funds from Supplier to SFA with no repayment requirement; for example, funding of a scholarship.
    - (5) Client Statement: Report provided by Supplier to SFA depicting Revenue less Allowable Operating Expenses for the Program.
    - (6) Commissions: Fixed or percentage amounts paid to SFA by Supplier.
    - (7) Common Area Maintenance Cost: Supplier’s prorated share for upkeep of common areas and associated services such as table bussing, janitorial, waste removal and utilities. May apply to Program Premises located in buildings managed by another University entity, such as a Student Union.
    - (8) Financial Model:
      - (a) Profit and Loss (P&L): A financial arrangement whereby Supplier collects Sales, pays Allowable Operating Expenses, retains Surpluses (if any) and funds Losses (if any).
    - (9) In-Kind Contribution: A donation of goods, services or time that is valued based on Supplier’s published retail value for such goods, services or time.
    - (10) Loss: Allowable Operating Expenses that exceed Sales.
    - (11) Overhead Expenses: Unallowable costs, charges and expenses that are neither reimbursable by SFA nor can be applied by Supplier to offset Sales for purposes of calculating Losses and Surpluses. Supplier Overhead Expenses may not be charged to the Program financial statement provided to SFA, regardless of the Financial Model, except with SFA’s written consent.
    - (12) Purchase Discounts: Discounts, allowances, rebates and purchase incentives that Supplier receives from its vendors in connection with purchases of food, beverages and supplies for its account at SFA.

- (13) Sales: Revenue collected from SFA and customers in exchange for provision of goods and services, net of Sales Tax.
- (14) Surplus: Sales that exceed Allowable Expenses.
- Fiscal Year (“FY”): SFA’s fiscal year, currently September 1 – August 31
  - Meal Plan definitions:
    - (1) Dining Dollars: Also known as declining balance, a sum of money included in a Meal Plan and held in an individual account for the customer’s use on a per purchase basis at various Dining Services Program locations.
    - (2) Meal Plan: A pre-set number of meals that is purchased in advance for an academic term for use primarily in Resident Dining locations. A meal plan may also include Dining Dollars, Meal Exchange and/or Meal Equivalency privileges.
    - (3) Meal Plans types include:
      - (a) University Mandatory Meal Plans: Meal plans sold by SFA to residents that are required to purchase a Meal Plan.
      - (b) University Voluntary Meal Plans: Meal plans sold by SFA to campus community members where purchase is not required.
      - (c) University Faculty/Staff Meal Plans: Meal plans sold by SFA at a discounted price to Faculty & Staff.
    - (4) Meal Swipe: The right to receive a meal in exchange for a one meal reduction of the number of available meals included in a meal plan.
    - (5) Meal Exchange: Use of a Meal Swipe to make a food/beverage purchase at a Retail Dining and/or Concessions location. Typically, only certain meals at a Retail Dining and/or Concession location are designated as Meal Exchange eligible.
    - (6) Meal Equivalency: Exchange of a Meal Swipe for a designated cash value that can be used toward a food/beverage purchase at a Retail Dining and/or Concessions location.
  - Operating Plan: Included as SOW Attachment 2, a plan documenting important information and decisions taken about management of the Program for the next fiscal year.
  - Program Premises: Serving, dining, kitchen, dishwashing, storage and support spaces associated with the Dining Services Program.
  - Program Standards: Included as SOW Attachment 1, standards, requirements and processes Supplier is required to adhere to in managing the Program.
  - Service Lines
    - (1) Alcohol Service: Provision of alcohol at Retail Dining locations and/or in conjunction with Catering Services or Concessions Services, in accordance with SFA policies and only upon SFA authorization.
    - (2) Catering Services: Provision of food and beverage for meetings, gatherings and social events.
    - (3) Concessions Services: Sale of food and beverage related to event-based activities such as athletic games and theater performances.
    - (4) Conference Dining: Provision of food and beverage to participants in conference and camp programs hosted on campus; may occur year-round or over the summer only.
    - (5) Residential Dining: Services and service locations primarily for resident student use although also welcoming non-resident customers. Most often, service is “all you care to eat” and payment is by Meal Swipe or a set cash price paid upon entry (“Door Price”).
    - (6) Retail Dining: Services and service locations that sell food and beverage on an a la carte basis. Examples include cafes, coffee shops, snack bars, quick service locations, food trucks, food carts/kiosks and convenience stores/markets.

- (7) Fueling Station: Provision of grab and go food and beverages for athletes. To be mutually determined by SFA Athletics, Director of Auxiliary Services and Supplier.
  - (8) Training Table: To be mutually determined by SFA Athletics, Director of Auxiliary Services and Supplier. May consist of pre-season meals and in-season schedules
  - Smallwares: Items used in the production and serving of food and beverages such as chinaware, glassware, flatware, service ware, pots, pans and kitchen utensils.
  - Supplier Forecast: Included as SOW Attachment 3, Supplier's financial projections over the life of the SOW Term as forecasted at the time of SOW commencement.
- 2) SOW TERM
- a) The term of this Scope of Work (SOW) shall coincide with the term of the Agreement, unless extended by both parties or terminated per the Termination provisions in the Agreement.
- 3) CONTRACT ADMINISTRATOR
- a) SFA shall assign a Contract Administrator to act as SFA's representative in overseeing and evaluating Supplier's performance under this SOW.
- 4) OPERATING PLAN
- a) Prior to the start of each Fiscal Year, Supplier and SFA shall work collaboratively to develop an Operating Plan in accordance with the provisions of SOW Attachment 1 Program Standards. The agreed Operating Plan will be documented in SOW Attachment 2 Operating Plan.
- 5) ASSIGNED PREMISES AND FF&E
- a) Upon commencement of the SOW, SFA shall assign the following for Supplier's use in fulfilling its obligations under the SOW:
    - Existing Program facilities, furniture, fixtures and equipment ("FF&E")
    - Existing Program offices, office furniture and office equipment for use by Supplier's staff
  - b) SFA shall retain ownership of its assigned Premises and FF&E.
- 6) LOCATIONS AND SERVICES
- a) Subject to the exclusions in subsection c) of this section, Supplier is granted the exclusive right to provide and manage SFA 's Dining Services Program on the SFA campus (the "Premises") and the exclusive right to sell to students, employees, guests and other persons at such SFA Premises food and beverage products and other such articles as shall be approved by SFA. Supplier shall provide comprehensive and high-quality programs and services for the following service lines, in accordance with SOW Attachment 1 Program Standards:
    - Residential Dining
      - (1) East College Dining Hall
      - (2) Student Center Dining Hall
    - Retail Dining
      - (1) Self-Performed and Branded Retail Dining
        - (a) Student Center food courts
        - (b) STEM building
        - (c) Library
      - (2) Management of SFA 's Retail Dining Tenants
        - (a) Various food trucks
    - Summer Conference Dining at East College Dining Hall and sometimes other service locations on campus

- Catering Services
    - (1) Campus-wide except as noted in 6)c)
    - (2) Off Campus except as noted in 6)c)
  - Athletic Concessions
    - (1) Homer Bryce Stadium, William R. Johnson Coliseum, and offerings available for purchase at Volleyball, Soccer, Beach Volleyball, Baseball and Softball games
  - Fueling Stations
    - (1) Athletic Field House
    - (2) Loddie Naymola Basketball Performance Center
  - Training Table
    - (1) East College Dining Hall
  - Alcohol Service, as follows:
    - (1) Catering Services
    - (2) Concessions Services
- b) Specific locations, services and service hours shall be as outlined in Attachment 2 Operating Plan, which will be updated as locations or services are added, removed or modified by SFA in consultation with Supplier.
- c) Service exclusions include:
- Retail Dining
    - (1) Student Center Theater Concessions
    - (2) Culinary Café and/or
    - (3) Lumberjack Express Food Lab (University's Hospitality Administration test kitchen and food truck)
  - Catering Services
    - (1) Exceptions to Supplier's right to have the First Right of Refusal to provide Campus-wide Catering Services are as follows, it being understood that third-party caterers shall not have access to Supplier's food storage and preparation facilities:
      - (a) Events held at the Culinary Café
      - (b) Lumberjack Express Food Lab
      - (c) Events that are \$150 or less, on a per order basis, except those events held the Grand Ballroom, Twilight Ballroom, Regent's Suite, President's Suite, Multimedia, Tiered Classroom, and theatre which will require appropriate catering arrangements with Dining Services.

Supplier will be designated as a preferred but not exclusive caterer for the above event types.
    - (2) Supplier's right to provide Off Campus Catering Services is subject to meeting or exceeding the minimum acceptable scores on Key Performance Indicators as referenced in SOW Attachment 2 Operating Plan. Should Supplier fail to meet agreed to KPI scoring thresholds, SFA reserves the right to prohibit Off Campus Catering.
  - Athletic Concessions
    - (1) Food donations resulting from sponsorship agreements with SFA Athletics, it being understood that Supplier is not required to serve donated items.



- SFA and/or Student Group sponsored Farmer’s Markets, bake sales and other food-related fundraising activities
- Beverage and Snack Vending
- Tailgating

7) SELF-PERFORMED COMMERCIAL BRAND CONCEPTS

- a) Supplier shall manage and operate the following commercially recognized Retail Dining brands (“Self-Performed Commercial Brands”):

Brand	Location	Planned Implementation Year
Starbucks	Student Center	FY22
Einstein Bros. Bagels	Steen Library	FY22
Chick-fil-A	Student Center	FY22
Panera Bread	East College	FY25
Panera Bread Express	Steen Library	FY25

- b) Supplier shall pay all franchise fees and other costs associated with Commercial Brand acquisition.
- c) Supplier agrees that its Self-Performed Commercial Brand agreements shall not extend beyond the date of SOW termination unless mutually agreed to by Supplier and SFA.
- d) Any modification to the above Self-Performed Commercial Brands shall be mutually agreed by the Parties.

8) SUBCONTRACTOR OPERATED COMMERCIAL BRANDS

- a) Supplier shall manage the following Commercial Brands operated by Supplier’s Subcontractors (“Subcontractor Commercial Brands”):

Brand	Location	Planned Implementation Year
None		

- b) Supplier agrees that its Subcontractor Commercial Brand agreements will not extend beyond the date of SOW termination unless mutually agreed to by Supplier and SFA.
- c) Supplier shall ensure that Subcontractor Commercial Brand agreements include payment of all required common area maintenance and other cost reimbursements as may be applicable to occupancy of a particular space, except to the extent that Supplier agrees to pay these costs directly.

9) ALCOHOL SERVICE AND LICENSING

- a) If agreed by the operable alcohol licensing authority, Supplier shall provide Alcohol Services under SFA’s alcohol permits and licenses or SFA will transfer its alcohol permits or licenses to Supplier. Otherwise, Supplier shall obtain and keep in force all licenses and permits required for provision of alcoholic beverages in the Program. SFA agrees that Supplier will have the exclusive right to serve alcoholic beverages in locations for which Supplier holds or manages an alcohol permit or license.

- b) If applicable, Supplier shall assist SFA as needed in applying for, renewing and maintaining its permits and licenses.
- c) Supplier shall be solely responsible to:
  - Ensure full compliance with governmental rules and regulations associated with the maintenance of Supplier's alcohol permits and licenses.
  - Train its employees in safe service of alcohol and obtaining required governmental certifications.
- d) Supplier shall provide alcohol services in strict accordance with SFA alcohol policies, which may be changed or updated from time to time as long as such policies do not conflict with applicable laws or with the express obligations under Supplier's permits and licenses.

#### 10) POURING RIGHTS AND SPONSORSHIP AGREEMENTS

- a) Supplier agrees to adhere to the provisions of SFA's current Pouring Rights Agreement with Coca-Cola Southwest Beverages ("Beverage Company"). Supplier may purchase products from Beverage Company at SFA's contracted prices or only upon Beverage Company approval, through its own pricing agreement with Beverage Company.
- b) Supplier agrees to adhere to the provisions of future sponsorship agreements made by SFA ("Future Sponsorship Agreements"). With respect to these Future Sponsorship Agreements, Supplier and SFA recognize the value of securing sponsorship relationships for SFA. Notwithstanding the foregoing, SFA will ensure that such sponsorship agreements do not impair the quality of the food and beverage items served by Supplier (as compared to comparable items served at other similar venues in which Supplier or its affiliates provides food and beverage service) or increase the costs for such items (as compared to the Supplier's pricing for comparable items of similar size and quality). SFA and Supplier agree that they will not compromise the quality of the food and beverage items served in the Dining Services Program in order to secure a sponsorship. In the event SFA decides to enter into a sponsorship agreement (or enters into any other relationship) that increases the costs that Supplier incurs, then SFA shall fully reimburse Supplier for such cost increases.

#### 11) DELIVERY SERVICE

- a) Supplier agrees to provide delivery service from all Retail Dining locations using its own proprietary technology/app (upon SFA approval) or a reputable delivery service.
- b) Supplier agrees to deliver meals to resident meal plan holders who are ill for the cost of a Meal Swipe, as required by SFA's resident meal plan holder sick meal policy.

#### 12) MEAL PLANS

- a) Supplier shall be responsible for marketing and sales of all SFA Meal Plans and Supplier Voluntary Meal Plans to resident students and the SFA community.
- b) SFA shall take payment for and administer all SFA Meal Plans and Supplier Voluntary Meal Plans to include dispensing and management of cards and collection of funds including if financial aid is used.
- c) SFA retains the right to approve Supplier's Voluntary Meal Plan options and pricing.

#### 13) STEWARDSHIP RESPONSIBILITIES

- a) Sanitation
  - SFA will deliver Dining Services Program facilities and equipment to Supplier in clean condition, with all equipment in full working order. Supplier shall maintain Program facilities in excellent and sanitary condition. In so doing, Supplier is responsible to work collaboratively with SFA in accordance with the division of responsibilities documented in SOW Attachment 1 Program Standards. SFA reserves the right to modify sanitation responsibilities from time to time as needs evolve and work collaboratively with Supplier to align requested changes with Supplier's operating budget.
- b) Equipment Maintenance

- Supplier shall maintain all equipment associated with the Dining Services Program in full working order and clean condition. In so doing, Supplier is responsible to work collaboratively with SFA in accordance with the agreed division of responsibilities to be documented in SOW Attachment 1 Program Standards. SFA reserves the right to modify equipment maintenance responsibilities from time to time as needs evolve and will work collaboratively with Supplier to align requested changes with Supplier's operating budget.
  - Supplier will recommend additions to or replacement of SFA -owned Food Service Equipment on an as needed basis. Such requests will be subject to SFA approval. As requested, Supplier will assist SFA in the selection and procurement of approved equipment purchases.
- c) Building Maintenance and Repair
- SFA will be responsible for and manage repair and maintenance of Program Premises and infrastructure (plumbing, electrical, HVAC, lighting, finishes, vents to outside, gas line etc.).

14) PERFORMANCE MANAGEMENT

- a) Supplier's Performance shall be monitored and measured through key performance indicators (KPI) scorecards documented in SOW Attachment 2 Operating Plan.
- b) The rhythm of business for performance management shall be as follows:
- The Contract Administrator will measure Supplier performance on an 8-Week basis (the "Performance Period") through use of a performance scorecard that utilizes key performance indicator ("KPI") metrics and benchmark measurements. The KPIs shall be the basis from which Supplier's risk payments will be calculated. SFA may add to or modify KPIs, benchmark measurements and weightings on a semester basis as mutually agreed.
  - Within 30 calendar days of the close of each Performance Period, the Contract Administrator will use the performance scorecard to measure Supplier's performance. The strategy for the evaluation is as follows:
    - (1) The Contract Administrator will score Supplier performance.
    - (2) Separately, Supplier will self-score its own performance.
    - (3) As part of a Performance Period business review, the Contract Administrator and Supplier will meet to review operational and financial results, discuss preliminary scores and engage on areas of desired improvement.
    - (4) Based on the above, the Contract Administrator will finalize the scoring for the Performance Period.
- c) Should a KPI score fall below the agreed minimum threshold, Supplier shall make a risk payment to SFA. Agreed risk payments are documented in the Financial Arrangement section below.

15) FINANCIAL TERMS

- a) Financial Model
- i) The Financial Model for each Service Line shall be as follows:

Service Line	Financial Model
	Years 1-7
Residential Dining	Profit & Loss
Retail Dining	Profit & Loss
Summer Conference Dining	Profit & Loss
Athletic Concession	Profit & Loss
Campus-wide and Off-Campus Catering Services	Profit & Loss
Alcohol Service	Profit & Loss

Fueling Stations	Profit & Loss (Supplier agrees that all Products will be resold to SFA at cost + 10% Service Fee from this location)
Training Table (meal plan use in Residential Dining)	Profit & Loss

Financial Models may be modified by mutual agreement of the Parties.

- b) At commencement of the SOW term, SFA will provide its existing food and beverage inventory for Supplier’s use in the Program. Supplier will make all reasonable efforts to utilize SFA’s usable inventory. For purposes of this provision, “usable” is defined as inventory items that 1) are aligned with Supplier menus and product categories, 2) can be safely used, 3) are not quality degraded, and 4) have a useful remaining shelf life relative to sell by dates.

- c) Start-up Costs

On or before August 31,, 2021 SFA shall pay Supplier a fixed amount of \$500,000 to account for pre-opening expenses to be incurred by Supplier on behalf of the Program (“Start-up Costs”). Start-up Costs include, but are not limited to travel, meals, lodging, opening promotions and advertising, accounting, operating manuals and systems, hiring, relocation, salaries and fringe benefits, crew training, and other expenses related to preparing for and commencing services. The Start-up Cost budget is outlined below.

Start Up Costs	Budgeted Amount
Transition Labor (Chefs, Directors, to assist)	\$150,000
Travel and Expenses for transition assistance	\$70,000
Compass Digital Lab	\$95,000
Merchandising	\$30,000
Licenses	\$20,000
Supplies and Deep Cleaning	\$55,000
Technology and transition	\$30,000
Recruiting	\$50,000
Total:	\$500,000

- i) Start-up Costs will be an Allowable Operating Expense.
- ii) SFA is not liable for buyback of Supplier’s unamortized Start-Up Costs.
- d) Program Investment
- i) Over the term of the SOW, Supplier shall fund a total investment of \$14,162,951 (the “Program Investment”), of which \$8,690,000 will be dedicated to Dining Services Program facilities development, refresh, smallwares and new technology. The anticipated schedule for Program Investment is set forth in SOW Attachment 4 Supplier Investment and Amortization Record, it being understood that the nature, timing and value of the individual Investments may be modified by mutual agreement of Supplier and SFA.
- ii) Supplier Investment will be an Allowable Operating Expense.
- iii) Supplier will amortize Program Investments on a straight-line basis at zero percent (0%) interest according to the SOW Attachment 4 Investment and Amortization Record. Supplier and SFA agree that at the conclusion of the initial SOW term, the unamortized value of the Program Investments shall be zero except as otherwise authorized by SFA in writing.

- iv) SFA shall hold title to all Program Investments beginning at the time of Investment expenditure. If the SOW or the Agreement expires or is terminated for any reason prior to the full amortization of the Program Investments, SFA is responsible for and agrees to pay Supplier the unamortized portion, at zero percent (0%) interest within 30 days of expiration or termination. If the contract is terminated prior to the disbursement of funds for the East College DH Renovation, Chartwells will retain the undisbursed funds and SFA shall be relieved of all obligations on repayment of the unamortized balance of such undisbursed funds.
  - v) In the event SFA requires that Supplier remove a previously agreed branded concept, SFA shall be responsible for the costs and expenses of such removal and/or replacement.
- e) Sign-on Bonus
- i) Supplier shall pay SFA a Sign-on Bonus of one million dollars (\$1,000,000) no later than July 31, 2021.
  - ii) Supplier will amortize The Sign-on Bonus on a straight-line basis at zero percent (0%) interest according to the SOW Attachment 4 Investment and Amortization Record. Supplier and SFA agree that at the conclusion of the initial SOW term, the unamortized value of the Signing Bonus shall be zero except as otherwise authorized by SFA in writing. If the SOW or the Agreement expires or is terminated for any reason prior to the full amortization of the Signing Bonus, SFA is responsible for and agrees to pay Supplier one half of the unamortized value of the Sign-on Bonus, at zero percent (0%) interest, upon expiration or termination.
- f) Amortization Record
- i) An amortization record of Supplier's Program Investments and Sign-On Bonus shall be maintained in SOW Attachment 4 Investment and Amortization Record, which is to be updated as expenditures are made and/or amortization terms modified and must include:
    - (1) Expenditure type and purpose
    - (2) Expenditure date
    - (3) Amortization schedule
- g) Supplier-owned Assets
- i) The following assets will be procured at Supplier sole expense, with ownership to be retained by the Supplier and not subject to SFA buyback.
    - (1) Capitalized vehicles
    - (2) Capitalized franchise and/or license acquisition costs for Supplier's corporate, regional, and/or national branded concepts, including Starbucks, Einstein Bros. Bagels, Panera Bread and Panera Bread Express.
    - (3) Office furniture, equipment, computers and software required for Supplier's internal administrative and business operations where not otherwise provided by SFA for Supplier use.
- h) Annual Cash Donations
- i) Commencing on October 15, 2021, and for each subsequent Fiscal Year the Agreement remains in effect, and provided that notice of termination of this Agreement has not been provided by either Party, Supplier agrees to make Cash Donations on an annual basis throughout the Term of the SOW as identified below.

Description	Fiscal Year	Value
Scholarships	FY22-28	\$40,000 / year
Food Pantries	FY22-28	\$20,000 / year
Diversity Fund	FY22-28	\$5,000 / year
Sustainability Fund	FY22-28	\$10,000 / year

Athletic Scholarship Fund	FY22-28	\$20,000 / year
Athletic Discretionary Fund	FY22-28	\$80,000 / year
Swipe Donation – JAX Burger	FY22	1.0% of Net Sales at Location
Swipe Donation – JAX Burger	FY23	1.0% of Net Sales at Location
Swipe Donation – JAX Burger	FY24	1.0% of Net Sales at Location
Swipe Donation – JAX Burger	FY25	1.0% of Net Sales at Location
Swipe Donation – JAX Burger	FY26	1.0% of Net Sales at Location
Swipe Donation – JAX Burger	FY27	1.0% of Net Sales at Location
Swipe Donation – JAX Burger	FY28	1.0% of Net Sales at Location

- ii) Donations will be an Allowable Operating Expense.
- iii) Donations will be expensed in the Fiscal Year they are funded.
- iv) Scholarship donations shall be made by October 15<sup>th</sup> each year.
- v) Donations will cease upon either Parties’ notice of termination of the SOW or the Agreement.

i) In-Kind Contributions

- i) Supplier agrees to make available funding for In-kind Contributions on an annual basis throughout the term of the SOW as identified below. In-kind Contributions will cease upon either Parties’ notice of termination of the Agreement.

Description	Fiscal Year	Value
President’s Catering Fund	FY22-FY28	\$30,000 / year
Student Catering Fund	FY22-FY28	\$20,000 / year
Lumberjack Camps	FY22-FY28	\$50,000/ year
16 Free Residence Life 7 Day 14 Meal Plan + 125 DD	FY22-FY28	\$57,824 / year
3 VIP Meal Plans	FY22-FY28	\$11,430 / year (FY22)

- ii) In-kind Contributions will be disbursed on a schedule as mutually agreed, will be at retail value and will be an Allowable Operating Expense.

- iii) In-kind Contributions will be expensed in the Fiscal Year they are funded.
- iv) In-kind Contributions will cease upon either Parties' notice of termination of the SOW or the Agreement.

j) Student Internships

- i) Supplier agrees to provide Student Internships on an annual basis and throughout the term of the SOW. as identified below.

Description & Internship Partner	Fiscal Year
Sustainability Intern	FY22-FY28
Community Health and Wellness Intern	FY22-FY28
Marketing and Design Intern	FY22-FY28
Social Responsibility Intern	FY22-FY28
Hospitality Intern	FY22-FY28
Manager In Training	FY22-FY28

- ii) The above Internship Partners may be modified by mutual agreement of the Parties.
- iii) Student Internships will be an Allowable Operating Expense.
- iv) Student Internships will be expensed in the Fiscal Year they are funded.
- v) Funding of new Student Internships will cease upon either Parties' notice of termination of the SOW or the Agreement.

k) Innovation Fund

- i) Commencing on September 1, 2021 and continuing thereafter each Fiscal Year of the Term as of September 1st, and provided that notice of termination of the SOW or the Agreement has not been provided by either Party, Supplier shall fund and make available for use a monthly Innovation Fund to provide ongoing innovation within the Dining Services Program operations in an amount equal to 2.7% of total Net Sales for such month (the "Fund"). All expenditures from the Innovation Fund shall be mutually agreed upon by the Parties. The fund amount by Fiscal Year are estimated to be as follows:

Fiscal Year	Fund Amount
2022	\$368,132
2023	\$386,019
2024	\$429,872
2025	\$445,420
2026	\$459,568
2027	\$472,991
2028	\$486,844

- ii) Monthly contributions not used by the end of each month will roll over to the next month. An annual reconciliation of the Innovation Fund will be performed no later than the August 15 each Fiscal Year for the preceding Fiscal Year. Accrued and unused Fund balances shall be carried forward to be used in any subsequent year during the SOW term.
- iii) The Parties agree that there will be three check points throughout the SOW term (in Years 2, 4, and 6) to ensure the Fund is being utilized and spent on Dining Services Program innovation.

Upon mutual agreement of the Parties, unused Fund balances and contributions may be reallocated to other Dining Services Program needs.

- iv) Unless otherwise mutually agreed by the Parties, SFA shall hold title to Fund purchased improvements. In the event of expiration or termination of the SOW or the Agreement, SFA will retain any accrued and unspent Fund balance.

I) Meal Plans

- i) Meal plan types, pricing and associated Dining Dollars, Meal Equivalency and/or Meal Exchange allowances shall be as documented in SOW Attachment 2 Operating Plan.
- ii) Resident Dining Board Days shall be as outlined in SOW Attachment 2 Operating Plan.
- iii) Supplier shall charge SFA for Resident Dining meal service according to a Daily Rate per participant for SFA Mandatory Meal Plans. The charge shall be calculated based on the actual average number of meal plan holders by meal plan type during an Accounting Period, as provided by SFA, excluding Dining Dollars. The Meal Plan Daily Rates for FY 2022 shall be as follows. Meal Plan Daily Rates for subsequent years shall be as documented in SOW Attachment 2 Operating Plan.

Participant Range		All Access	All Access	7 Day/14 Swipe	7 Day/14 Swipe
		+\$50DD	+\$275DD	+\$125DD	+\$350DD
4,401	4,500	\$10.15	\$9.93	\$9.26	\$9.03
4,301	4,400	\$10.30	\$10.09	\$9.42	\$9.20
4,201	4,300	\$10.46	\$10.27	\$9.59	\$9.38
4,101	4,200	\$10.62	\$10.45	\$9.76	\$9.57
4,001	4,100	\$10.80	\$10.64	\$9.94	\$9.77
3,901	4,000	\$10.98	\$10.84	\$10.13	\$9.98
3,801	3,900	\$11.17	\$11.05	\$10.33	\$10.20
3,701	3,800	\$11.37	\$11.27	\$10.55	\$10.44
3,601	3,700	\$11.59	\$11.51	\$10.77	\$10.68
3,501	3,600	\$11.81	\$11.75	\$11.00	\$10.94
3,401	3,500	\$12.05	\$12.02	\$11.25	\$11.22
3,301	3,400	\$12.31	\$12.30	\$11.52	\$11.51
3,201	3,300	\$12.58	\$12.60	\$11.80	\$11.83
3,101	3,200	\$12.87	\$12.92	\$12.11	\$12.16
3,001	3,100	\$13.18	\$13.25	\$12.43	\$12.52
2,901	3,000	\$13.50	\$13.62	\$12.77	\$12.89
2,801	2,900	\$13.86	\$14.00	\$13.14	\$13.30
2,701	2,800	\$14.23	\$14.42	\$13.53	\$13.74
2,601	2,700	\$14.64	\$14.87	\$13.96	\$14.20
2,501	2,600	\$15.08	\$15.35	\$14.41	\$14.71

\* The financial model and/or daily rate for >4,500 FY22 and 4,900 FY23-28 Patrons or <2,501 FY22 and 2,901 FY23-28 Patrons shall be as mutually agreed by the Parties.

- iv) Supplier has agreed to fund and provide on an annual basis 16 Free Residence Life Assistant Meal Plans of the 7 Day 14 Meal Plan + 125DD for Resident Assistants. Except for the 16 Free Meal Plans as noted above, Daily Rates for Resident Assistants shall be set at the Daily Rate for the 7 Day/14 Meal Plan + 125DD Plan.
- v) Supplier will invoice SFA for reimbursement of Dining Dollars on a monthly basis based on redemption.
- vi) SFA shall retain all unused Dining Dollars from all Meal Plans.



m) Tender Acceptance

- i) Supplier shall accept the following forms of payment tender in operating the Program:
  - (1) Cash
  - (2) Credit Card
  - (3) Debit Card
  - (4) Declining Balance Dollars associated with all University Meal Plans and Supplier Voluntary Meal Plans
  - (5) SFA PCard
  - (6) SFA purchase order (for catering only)
  - (7) SFA Direct Pay Stamp
  - (8) Others where mutually agreed by SFA and Supplier.

n) Commissions

- i) Supplier shall pay SFA annual Sales Commission payments as follows (a percentage commission), based on incremental Net Sales, in which increased commission rates apply to incremental Net Sales in excess of the thresholds reflected in the table below:

Sales Type	Commission Rate Based on Sales	
Supplier's Voluntary Meal Plans (all you care to eat component)	\$0 to \$6,500,000	19.0%
	\$6,500,001 to \$8,000,000	20.5%
Self-Performed Retail Dining	\$8,000,001 to \$9,500,000	23.0%
Subcontracted Retail Dining	\$9,500,001 and above	26.5%
Summer Conference Dining		
Campus-wide and Off-Campus Catering Services		
Athletic Concessions		
Alcohol Service		
Walk-in Sales at AYCTE Residential Dining Locations		

- ii) "Net Sales" shall mean all payments and forms of tender received for sales or services rendered at or from the Program and Premises, excluding: (1) receipts from sales of meals to employees of Supplier; (2) any gratuities and/or service charges 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; and (5) sales, gross receipts and other taxes collected by Supplier or any other vendor as required by governmental authorities. Net Sales of Subcontractors include only the portion of subcontracted Net Sales retained by Supplier and shall not include the portion of subcontracted Gross Sales paid to or retained by the Subcontractor.
- iii) Prior to July 1 of each Fiscal Year during the Term, the parties shall meet and mutually agree upon the projected Net Sales forecasted by Chartwells for the upcoming Fiscal Year (the "Projected Net Sales"). Provided that the guarantee assumptions set forth in Section 16 below are satisfied during such Fiscal Year, Supplier hereby guarantees to Client an amount equal to 75% of the total expected commissions payable under Section (n)(i) above based upon Projected Net Sales for such Fiscal Year as payment to SFA (the "Guaranteed Commission"), but in no event less than the annual minimum commission amounts set forth below:

Fiscal Year	Minimum Commission
2022	\$936,344
2023	\$1,002,411
2024	\$1,216,421
2025	\$1,266,804
2026	\$1,206,801
2027	\$1,340,832
2028	\$1,376,086

Guaranteed Commission is based on all of the commissions types and rates described subparagraph (n)(i) above. For the avoidance of doubt, Net Sales shall not include SFA Mandatory Meal Plan sales,

- iv) Commission payments to SFA shall be due within 15 business days of the close of the Accounting Period, based on the percentage of Net Sales described in subparagraph (i). Supplier will provide a reconciliation of commissions within forty-five (45) days of the end of the Fiscal Year and if the percentage commission is less than the Guaranteed Commission with respect to the Fiscal Year, Supplier will remit the difference between the Guaranteed Commission and the percentage commission. If the Agreement expires or is terminated, the Guaranteed Commission due to SFA shall be prorated through the date of expiration or termination based on the monthly allocation schedule below, except: (a) to the extent the disbursed Guaranteed Commission is less than the Guaranteed Commission allocated in the schedule below, Supplier shall pay SFA an amount equal to the difference; (b) to the extent the disbursed Guaranteed Commission is greater than the Guaranteed Commission allocated in the schedule below, SFA shall reimburse Supplier the excess.

Month	% of Sales/Month
July	3.0%
August	5.0%
September	9.0%
October	14.0%
November	11.0%
December	5.0%
January	10.0%
February	10.0%
March	10.0%
April	13.0%
May	7.0%
June	3.0%

- o) Facilities Related Costs
  - i) Utilities (Electricity, gas, steam, water)

- (1) SFA shall be responsible for payment of the invoiced cost of utilities at the Dining Services Program Premises where utilities are directly metered including Program Premises added during the SOW term.
- (2) Supplier is expected to a clear and comprehensive protocol for managing its energy use.
- ii) Waste Removal Services
  - (1) SFA shall be responsible for payment of the invoiced cost of waste removal at all Program Premises where waste removal is directly invoiced, including Premises added during the SOW term.
- iii) Building and Infrastructure Maintenance and Repair
  - (1) SFA will pay the cost of maintenance and repair of Program Premises and infrastructure (plumbing, electrical, HVAC, lighting, finishes, vents to outside, gas line etc.) except where repair is required resulting from negligent acts or omissions of Supplier or its employees, in which case Supplier shall pay the repair cost.
- p) Equipment Maintenance, Repair and Replacement
  - i) Supplier agrees to make available the following annual funding for use on SFA 's equipment maintenance, repair and replacement of SFA owned Program equipment ("ER&R Contributions"). Equipment repair and replacement costs for SFA-owned equipment exceeding the provided ER&R Contributions will be the responsibility of SFA except where repair or replacement is required resulting from acts, omissions or negligence of Supplier or its employees, in which case Supplier shall pay the repair or replacement cost in addition to its ER&R Contributions.
 

FY2022	\$100,000
FY2023	\$102,000
FY2024	\$104,040
FY2025	\$106,121
FY2026	\$108,243
FY2027	\$110,408
FY2028	\$112,616
  - ii) Funding will accrue monthly at a rate of 1/12<sup>th</sup> of the annualized amount.
  - iii) Unused funds will roll over from year to year. Upon SOW expiration or termination, unused funds will be retained by SFA.
  - iv) Equipment replacement, maintenance and/or repair invoices submitted by Supplier to SFA for use of the Equipment Maintenance, Repair and Replacement Fund shall be at invoice cost without markup and upon presentation of the original vendor invoice.
- q) Working Capital
  - i) Supplier shall provide the necessary working capital for the successful operation of the SOW except as otherwise noted in this section.
  - ii) SFA will provide an advance payment of 25% of all board plan sales within seven (7) business days after twelfth class day (census day) each semester during the Term.
- r) Risk Payments
  - i) Pursuant to the Performance Management provisions in this SOW, Supplier and SFA shall establish Key Performance Indicators (KPI) expectations and measurements to be documented in a performance scorecard and included in SOW Attachment 2 Operating Plan. The Year 1 KPIs and scorecard shall be established within sixty (60) days of SOW commencement.
  - ii) Supplier may be required to pay SFA a risk payment based on the outcomes of performance scorecards up to the following amounts:

FY2022: \$100,000

FY2023: \$100,000

FY2024: \$100,000

FY2025: \$100,000

FY2026: \$125,000

FY2027: \$125,000

FY2028: \$125,000

iii) Risk payments shall be paid or applied as a credit to Supplier's invoice in the month following receipt of the final scorecard.

s) Pricing Adjustments

i) All pricing, including Meal Plan Daily Rates, shall be established and documented annually for the coming Fiscal Year, in SOW Attachment 2 Operations Plan. Supplier's requests for pricing increases must be predicated on increases to the cost of doing business and shall require substantiation in the form of labor projections, wage levels and other labor costs including but not limited to benefits and insurance costs, food costs based on Supplier's on-invoice price, related operating costs and changing program needs. Supplier shall not alter prices once approved by SFA without obtaining further approval and must be able to justify that proposed price increases are the result of legitimately escalating costs of doing business.

ii) Notwithstanding the above, in each case Supplier shall be entitled to an annual price increase that is at least equal to the greater of (a) the year over year increase in the U.S. Bureau of Labor Statistics Consumer Price Index ("CPI") Food Away from Home South Region, Unadjusted, for the twelve-month period ending December 31<sup>st</sup> of the Fiscal Year preceding the implementation of the price increase; and (ii) Employment Cost Index, Private Industry, Compensation, Not Seasonally Adjusted – CIU201000000000A ("ECI"). Any meal plan price increase would become effective the following SFA Fiscal Year.

iii) Notwithstanding the provisions of paragraph (ii) of this section, in the event SFA has concern with the annual price increase for any Fiscal Year, SFA and Supplier agree to work together to identify and quantify operational changes to offset the differential; for example, changes to service hours, modifications to service offerings or consolidation of service locations to minimize the price increase impacts on the students. If such operational changes are not agreed to or are inadequate to offset the differential, SFA and Supplier will agree on financial changes to offset any remaining difference.

iv) Notwithstanding anything to the contrary, the Parties acknowledge and agree that in the event pricing for national brands increases, SFA will approve a price increase in accordance with the national brands price increase schedule, it being understood that such price adjustment may occur during the academic year.

t) Reporting

i) Supplier shall provide individual monthly and year to date profit and loss statements and operating statistics by service location and in aggregate. Monthly reports shall be submitted no later than the 15th business day following the close of each month. The format for sales and expense reporting on profit and loss statements will be mutually agreed upon and as required by SFA.

u) Invoicing

i) No later than fifteen days (15) calendar days after the end of each accounting period, Supplier shall submit to SFA an invoice for amounts due or owed for the previous Accounting Period. Payment will be due within thirty (30) days of invoice receipt. All payments to Supplier will be made by check or electronic funds transfer.

v) Banking and Tax Remittance

- i) Supplier shall operate on its own credit, deposit all cash and cash equivalent receipts in its own bank account, and collect and remit all sales taxes to governmental authorities.
- w) Allowable Operating Expenses
  - i) Supplier agrees that only actual costs, charges and expenses directly incurred in connection with the Dining Services Program will be considered to be Allowable Operating Expenses in the performance of Supplier's work. All Allowable Operating Expenses will be charged at actual invoice cost, without mark up, except for agreed allocations and allocation rates documented in this SOW.
  - ii) The following matrix identifies Supplier and SFA responsibilities for Allowable Operating Expenses. The following matrix identifies Supplier and SFA responsibilities for Authorized Expenses for each service component, delineated as follows:
    - A. Residential Dining
    - B. Retail Dining
    - C. Summer Conference/Camp Services
    - D. Catering Services
    - E. Alcohol Services
    - F. Athletic Concessions
    - G. Fueling Stations
    - H. Training Table
    - I. All of the Above/Program-wide
  - iii) For clarity:
    - (1) Supplier Paid means that the Supplier is responsible for management, purchase of goods and service, and payment of invoices.
    - (2) SFA Reimbursed means that SFA will reimburse Supplier for the purchase according to the agreed to financial terms and upon receipt of an accurate invoice and in accordance with SFA 's standard payment terms.
    - (3) SFA Direct Cost means that SFA will manage and purchase from others with no pass-through cost to the Supplier.
  - iv) Unless otherwise agreed by SFA, Allowable Operating Expenses are limited to those Operating Expenses outlined in the matrix.

Responsibilities for Authorized Operating Expenses				
Expense Category	Supplier Costs		SFA Direct Cost	Notes
	Supplier Paid	SFA Reimbursed		
<b>Food and Beverage Products</b>				
Food and beverage products	X			
<b>Labor</b>				
Salaries and wages - onsite employees	X			
Employee benefits	X			
Employer taxes	X			
Temporary agency labor	X			

Responsibilities for Authorized Operating Expenses				
Expense Category	Supplier Costs		SFA Direct Cost	Notes
	Supplier Paid	SFA Reimbursed		
<b>General Operating Expenses</b>				

Cleaning supplies	X			
Common area maintenance			X	
Courier and armored car service			X	UPD offers transport
Décor	X			
Equipment rental and/or lease	X			
Employee meals (Supplier employees)	X			
Inspection fees required by law or SFA	X			
Landscaping and groundskeeping			X	
Laundry	X			
Linens	X			
Marketing & promotions	X			
Office supplies	X			
Recyclable and/or Compostable ware	X			
Smallwares replacement	X			
Subcontracted services	X			
Training	X			
Technology leases, licenses and fees	X			
Transaction fees (debit/credit card)	X			
Uniforms (including replacement)	X			
Vehicle operating costs	X			

Responsibilities for Authorized Operating Expenses				
Expense Category	Supplier Costs		SFA Direct Cost	Notes
	Supplier Paid	SFA Reimbursed		
<b>Sanitation, Maintenance and Repair</b>				
Building & infrastructure maintenance and repair	As designated in this SOW			
Exhaust hood ductwork cleaning			X	
Exhaust hood fire suppression system inspections			X	
Grease pit maintenance, grease removal service and inspection fines	X			
Pest control (Interior)			X	
Pest control (Exterior)			X	
Preventive maintenance – SFA owned equipment			X	As agreed and scheduled with supplier
Preventive maintenance & repair – Supplier owned equipment and technology systems	X			
Repair of SFA owned Food Service equipment and technology systems	As designated in this SOW			
Sanitation (facilities & equipment)	Responsibilities as outlined in SOW Attachment 1 Program Standards			
Trash, recycling, composting and/or removal services (to the loading dock)	X			
Trash, recycling, composting and/or removal services (from the building)			X	
Window door glass cleaning (interior)	X			
Window and door glass cleaning (exterior)			X	
<b>Utilities</b>				
Cellular telephone service/phones for onsite employees	X			
Landline telephone service/handsets			X	
Landline telephone installation			X	

Internet service			X	
Data line installation			X	
Electricity, gas, steam, water service	As designated in this SOW			

Responsibilities for Authorized Operating Expenses				
Expense Category	Supplier Costs		SFA Direct Cost	Notes
	Supplier Paid	SFA Reimbursed		
<b>Operating Permits and Licenses</b>				
Alcohol permits	X			
Health Department permits	X			
Business operations licenses	X			
Brand franchise, license and royalty fees	X			
<b>Taxes and Insurance</b>				
Property Tax – SFA owned facilities & equipment			X	
Property Tax – Supplier owned equipment	X			
Property Insurance – SFA owned property			X	
MSA Required Supplier Insurance	X			

Responsibilities for Authorized Operating Expenses				
Expense Category	Supplier Costs		SFA Direct Cost	Notes
	Supplier Paid	SFA Reimbursed		
<b>Start Up, Fees &amp; Investment</b>				
Operational Start Up costs	X			
Management Fees	X			
Supplier capital Investment buyback	X			
<b>Other (list)</b>				
First Aid Supplier & Equipment	X			
Parking	X			
Banking Fees	X			

x) Allocated Costs

- v) Except as otherwise agreed by SFA, Supplier shall use the following percentage allocations in its calculation of Allowable Operating Expenses that are assessed as an allocation. To be documented based on the successful Supplier’s negotiated proposal.

Description	Allocation (%)
Taxes and Benefits Blended Rate for Productive, PTO, Sick and Vacation for benefited employees (includes medical plans, life insurance, FICA, FUI, SUI, Workers’ Compensation insurance, state disability insurance, 401(k) and payroll and benefit plan preparation and processing, and costs to comply with current federal, state or local law including regulatory or legislative mandates, and legal costs).	36.66% of all wages

- vi) These percentage allocations will be adjusted no less than annually. Upon SFA request, Supplier will provide SFA with data and information to support the change.
  - vii) Supplier is prohibited from adding to or embedding a procurement charge in the cost of products purchased.
  - viii) Except as otherwise agreed by SFA in writing, all other Allowable Operating Expenses shall be charged at invoice cost.
- y) Supplier Overhead Expenses
- ix) Unless specifically authorized by SFA, the following expenses shall be considered Supplier's Overhead Expense. Overhead Expense shall not be reimbursed to Supplier and cannot be included in its calculation of Surplus or Loss on the financial statements or invoices it provides to SFA.
    - (1) Wages, salaries, benefits, and bonuses of home office employees and general, administrative, executive and management officers
    - (2) Home office management costs such as general management overhead, transportation of management personnel, and any other indirect management costs
    - (3) Employee relocation expenses
    - (4) Expenses associated with payroll computation and disbursement of payroll, except as reflected in the T&B rate
    - (5) Corporate or regional office accounting expenses including costs of producing financial reports
    - (6) Amounts paid for repairs or replacement necessary as the result of the acts or omissions of the Supplier or its employees
    - (7) Money or other property that is lost or stolen, either on or off SFA 's Premises if such loss or theft is the result of Supplier negligence
    - (8) Inventory interest or carrying cost
    - (9) Legal expenses
    - (10) Self-insured retentions, and insurance deductibles for insurance policies specified herein
    - (11) All taxes except employer/payroll tax and sales tax directly associated with Supplier's onsite services under this SOW
    - (12) Employer costs mandated by labor transfer and redundancy laws associated with the redeployment, redundancy and/or termination of employment agreements of its employees with exception of severance pay for onsite employees

16) ASSUMPTIONS

- a) For information and clarity, following are assumptions used by Supplier as a basis for its financial offer to SFA.

From Appendix 3 Financial Proposal:

- Revenue sales line item "Retail Sales" is representative of both Cash/CC/Campus Card and Meal Plan Dining \$ In Year 1 all the sales assumptions were increased 9.5%, to represent the reduction of commission as stated in Appendix 1.
- Year 1 Cash/CC/DebitCard/Campus Card recognizes increases for facility transitions, detailed in capital investment plan, as Chartwells reduced use of subcontractors increases sales retained
- Proposed board rates are exclusive of tax and dining dollars
- Override per meal plan is 23% Year 1 and 28.5% Year 2 - remaining life of contract



- Blended meal plan participation rate (usage of meal plan swipes board and meal trade): Year 1=55%; Year 2=56%; Year 3=58%; Year 4=59%; Year 5-7=60%
- Cost per meal in East College DH and Student Center DH expected to be \$2.75 with 2% escalator for food cost annually, increasing to 2.5% beginning in Year 6 and each year thereafter.
- Value of Equivalency Meal in Year 1 will be \$7.00, increasing at the same rate as the CPM
- Student meal plan pricing will increase 2.8% annually
- Retail pricing will increase 3% annually
- Student wages were assumed at \$8.25/hour, \$0.25/hour more than stated rate in Appendix 1
- For each year of operation for these national brands, Chartwells will assume the following percentage of sales as a royalty cost: Chick-fil-A – 10%, Einstein Brother’s Bagels – 7.5%, Starbucks – 8.0%, Panera Bread – 5.4%.

17) MATERIAL CHANGE ASSUMPTIONS AND DEFINITIONS

- a) The Parties agree that only the following assumptions shall be used when assessing whether a Material Change has occurred, as per the terms of the Agreement:
- In Year 1, all the sales assumptions, stated above, were increased 9.5%, to represent the reduction of commission as stated in Appendix 1.
  - Meal plan revenue was calculated using information regarding meal plan structure, semester price, mandatory meal plan subscribers and operating days provided in Appendix 3 – Financial Proposal for each academic year and summer from FYE 2022 through FYE 2028. The following table summarizes fall enrollment assumptions used in FYE 2022 (reduced from pre-Covid numbers) and FYE 2023:

**Meal Plan Assumptions**

<u>Description</u>	<u>Type</u>	<u>Subscribers</u>	
		<u>FYE 2022</u>	<u>FYE 2023</u>
Fall Semester			
All Access +\$50DD	Mandatory	386	429
All Access Prem +\$275DD	Mandatory	217	241
7 Day/14 Swipes +125DD	Mandatory	1,074	1,193
7 Day/14 Swipes Prem +\$350DD	Mandatory	1,979	2,199
7 Day/5 Swipes +\$100DD	Voluntary	97	99
50 Block +\$100DD	Voluntary	130	132
25 Block	Voluntary	85	87
45 Block	Voluntary	86	88
DD\$ Only (\$325)	Voluntary	305	311
7 Day/14 Swipes +125DD - VOL	Voluntary	133	136
Summer			
Summer - 7 Day/20 Swipes +\$50DD	Mandatory	19	19
Summer - 7 Day/14 Swipes +\$125DD	Mandatory	440	440
Summer - 25 Block	Voluntary	17	17
Summer - 45 Block	Voluntary	78	78
Summer - DD\$ Only	Voluntary	19	19

- Supplier Board Rates are exclusive of tax and dining dollars.

- Override per meal plan is 23% Year 1 and 28.5% Year 2 - remaining life of contract.
- Blended meal plan participation rate (usage of meal plan swipes board and meal trade): Year 1=55%; Year 2=56%; Year 3=58%; Year 4=59%; Year 5-7=60%.
- Cost per meal in East College DH and Student Center DH expected to be \$2.75 with 2% escalator for food cost annually, increasing to 2.5% beginning in Year 6 and each year thereafter.
- Value of Equivalency Meal in Year 1 will be \$7.00, increasing at the same rate as the CPM.

Attachment 1  
Program Standards

SFA UNIVERSITY  
Dining Services Program Standards

Attached as a separate document.

**STEPHEN F. AUSTIN STATE UNIVERSITY  
DINING SERVICES PROGRAM  
SOW Attachment 1 – Program Standards**

SFA has entered into an Agreement with Compass Group USA, Inc. through its Chartwells Division (“Chartwells”) to provide a Food Service Program (“Program”) as documented by Supplier’s Scope of Work for Provision of Dining Services, dated April 1, 2021 (“SOW”). This Attachment to the SOW supplements the terms and conditions in the SOW and defines the standards Supplier must adhere to in providing the Program.

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## Operational Excellence

- 1) In operating the Program, Supplier will be vigilant in leveraging emerging culinary and service trends, technology and equipment innovation, and ongoing health and wellness research related to the food service industry. As a result, and with input from SFA, Supplier will continually initiate innovative ideas for evolution and improvement of the Program to maximize customer satisfaction, participation rates and revenue.
- 2) Supplier will deliver standards of operation, management, quality, and support services commensurate with food service industry best practices and as agreed to with SFA, including the following:
  - a) Supplier will provide maximum satisfaction to SFA employees and guests through quality performance, efficient and effective operations, wholesome and appetizing foods and beverages, and attractive presentation and merchandising.
  - b) Supplier will ensure that all non-national brand food served is free of trans fats and will demonstrate year-over-year continuous improvement toward elimination of antibiotics and growth additives in foods served.
  - c) Supplier will develop and maintain a highly qualified, superior management team to fulfill the obligations of excellent and nutritious food service operations for the site.
  - d) Supplier will ensure safe handling and preparation of all food and beverage products through the implementation of Safe Food Handling training for employees and comprehensive, HACCP-based, food safety programs.
  - e) Supplier will actively market the Program to SFA and surrounding community.
  - f) Supplier will provide ongoing quality corporate programs such as employee training, energy conservation, diversity awareness, and specialized consulting such as specialty cuisines and special diet menus.
  - g) Supplier will provide a high level of technical and service-related training to employees and enforce with its employees all SFA policies related to personal conduct to the extent that such policies do not conflict with Supplier's own policies.
  - h) Supplier and SFA together will establish and maintain a proactive plan that aligns with SFA's sustainability goals and objectives.
  - i) Supplier will maintain a financially responsible and fiscally sound Program with excellent accountability and financial reporting.
  - j) Supplier will comply with and adhere to all SFA's Safety and Environmental policies, including Supplier's plans related to Injury and Illness Prevention.
  - k) Supplier will maintain excellent and proactive communication with the Contract Administrator (Director of Auxiliary Services)
  - l) Supplier will provide all ancillary services and functions necessary for the successful operation of the Program that are not specifically retained by SFA as outlined in the SOW and herein.
- 3) CUSTOMER EXPERIENCE
  - a) Supplier is expected to take a thoughtful and comprehensive approach to creating and maintaining an excellent customer experience that:
    - i) Demonstrates care for, and appreciation of, customers.
    - ii) Engages in ways that are consistent with customer preferences.
    - iii) Builds relationships through human interaction.
    - iv) Rewards customer loyalty.
    - v) Offers a warm welcome and a smile always.

- vi) Empowers employees to address requests and concerns, as well as make customers happy without having to call a manager.
  - vii) Trains and encourages employees to take ownership of providing excellence across the entire experience by exceeding customer expectations for service, food presentation, food quality, and sanitation.
- 2) Supplier shall provide readily accessible customer feedback mechanisms and tools. Supplier shall respond to comments and/or complaints within 24 hours in a positive, courteous and concerned manner and shall take action to ensure that causes of legitimate complaints are corrected. Upon request, the Contract Administrator shall receive copies of all complaints along with Supplier's resolution and related email correspondence.

## **Supplier Operational Responsibilities**

### **1) TRANSITION PLANNING**

- a) Supplier will be required to develop and implement a detailed, proactive transition plan ("Incoming Transition Plan") in the event of transition associated with a new or modified SOW. The Incoming Transition Plan must be provided to SFA immediately upon execution of an applicable SOW.
- b) Upon notice of SOW termination and until the last day of services, Supplier will partner with SFA to develop an exit plan ("Outgoing Transition Plan"), to include the following:
  - i) Roles and responsibilities during wind-down.
  - ii) Relevant documentation and training assistance to facilitate knowledge transfer to the successor supplier.
  - iii) Plan to migrate all non-confidential, non-proprietary data stored on Supplier's IT infrastructure (if any) to the new infrastructure.
  - iv) Cross-training for a reasonable time period to enable the successor to take on the services; and
  - v) Assistance to SFA with ongoing support for any third-party tools used by Supplier in its performance of the Program.
- c) All Transition Plans will be subject to initial and ongoing review and approval by the Contract Administrator who will retain the authority to make alterations to the plan.
- d) Incoming and Outgoing Transition Plans must include the following:
  - i) Detailed task list.
  - ii) Critical path schedule, timeline and milestone dates.
  - iii) Communication plan for the development and distribution of appropriate internal and external transition communications.
- e) Upon notice of SOW termination and until the last day of services, Supplier will provide all necessary professional coordination services for implementation of all Transition Plans at its own cost.
- f) For all incoming and outgoing transitions, Supplier will appoint a qualified and experienced transition manager ("Supplier Transition Manager") to execute the agreed Transition Plan.
- g) Supplier will execute Transition Plans without material disruption to SFA's business. The Supplier Transition Manager will review the status of Transition Plans with the Contract Administrator as often as may be reasonably requested to ensure a smooth transition.
- h) In case of repeated breaches or neglect of duties or repeated and unreasonable unavailability of a Supplier Transition Manager, the Contract Administrator may request Supplier to provide a replacement. Otherwise, Supplier will seek to maintain personnel continuity.

### **2) ANNUAL OPERATING PLAN**

- a) For each year of the SOW term, Supplier will develop and implement an annual operating plan (“Operating Plan”) for the successful operation of the Program, subject to review and approval by the Contract Administrator and documented in **SOW Attachment 2 Operating Plan**. For the first year of the SOW term, the Operating Plan will be developed as part of final negotiations.
- b) For subsequent years of the SOW term, the annual Operating Plan will be developed on a timeline as mutually agreed by Supplier and the Contract Administrator. In preparation for its development, Supplier will provide a Program Assessment that, at a minimum, incorporates the following:
  - i) SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats) of the current Program with focus on the following:
    - (1) Customer satisfaction outcomes, challenges and opportunities
    - (2) SFA partnership outcomes, challenges and opportunities
    - (3) Marketing outcomes, challenges and opportunities
    - (4) Sustainability outcomes, challenges and opportunities
    - (5) Wellness outcomes, challenges and opportunities
    - (6) Equipment maintenance issues and equipment replacement needs
    - (7) Opportunities for Program improvements
  - ii) Evaluation of the Program against industry best practices
  - iii) Summary of Program financial results
  - iv) Market basket pricing survey comparing on-campus Retail Dining and Catering pricing with local area, off-site competitors offering a similar range of products and product quality
- c) Based on the above, Supplier will make initial recommendations for service, program, policy and physical plant/equipment modifications for the upcoming year. The Contract Administrator will provide feedback on Supplier’s initial recommendations within thirty (30) days of receipt. Based on this, Supplier will prepare an Operations Plan for the management of the Program for the following SFA fiscal year, September 1 – August 31, with the plan to be completed on a mutually agreed upon date prior to the start of the academic year. The Operations Plan will be based on identified goals and objectives as established and determined by SFA, and at a minimum, will include the following:
  - i) Proposed service hours.
  - ii) Proposed menus and pricing:
    - (1) Meal plan daily rates and Residential Dining door prices
    - (2) Retail Dining
    - (3) Catering and Conference Services
    - (4) Summer Conferences
    - (5) Athletic Concessions
    - (6) Fueling Stations
    - (7) Training Table
  - iii) Proposed Program innovation/new initiatives.
  - iv) Proposed capital improvement and/or smallwares investments.
  - v) Marketing initiatives.
  - vi) Employee engagement initiatives (training, recruitment and retention, student hiring/development objectives);
  - vii) Sustainability initiatives.

- viii) Wellness initiatives.
  - ix) Student internships.
  - x) Proposed changes to KPIs and/or the Performance Scorecard.
  - xi) Pro forma financial projections of revenue and expenses by location, and by month and year, rolling up into a total projection for the full Program.
  - xii) Updated food service equipment, smallwares and technology inventories
- d) The Operating Plan will be subject to final review and approval by the Contract Administrator. The Contract Administrator may change or decline to expend any SFA money suggested by the Plan. Once the Operating Plan has been approved, Supplier will be responsible to comply with the Plan, and will not substantially deviate without the express written consent of the Contract Administrator.

### 3) PERSONNEL

- a) Supplier will be fully responsible to recruit, hire, employ, train, supervise, direct, discipline, and, if necessary, discharge personnel working in the Program.
- b) Onsite Management Team
  - i) Supplier will provide professional and qualified managers to support the Program (“Onsite Management Team”). These individuals’ sole responsibilities will be SFA’s Program and they will have no other management or supervisory responsibility for other Supplier operations or businesses unless otherwise agreed to in writing by the Contract Administrator.
  - ii) The Resident General Manager must have a minimum of three years consecutive employment in similar operations with comparable responsibilities in Higher Education environments unless otherwise agreed to by the Contract Administrator. The Resident General Manager must have education and/or experience in food service with emphasis upon hospitality, quality standards, food safety standards, marketing/merchandising techniques, and effective financial controls.
  - iii) The Executive Chef must have a minimum of three years of consecutive employment in similar operations with comparable responsibilities. The Executive Chef must have extensive, formal culinary training, including culinary certifications, with emphasis on recipe development, menu development, food and beverage cost control, and inventory management.
  - iv) Catering Director must have a minimum of three years consecutive employment in similar food service operations with comparable responsibilities. These individuals must have extensive, formal training in Catering Services, with emphasis on customer service, event planning and presentation and event management.
  - v) The Resident General Manager, Executive Chef and Catering Director assigned to the Program will be selected by Supplier. SFA may meet prospective candidates and review their qualifications prior to their placement and will be consulted on hiring decisions. Once assigned, Supplier will not change the individuals selected for each of these positions except for the following reasons:
    - (1) If required by the Contract Administrator when their performance is not acceptable to SFA;
    - (2) If the individual resigns or is otherwise unable to perform the duties required;
    - (3) If the individual is promoted, in which case Supplier will be responsible to notify the Contract Administrator at least 45 days in advance of the individual’s departure and replace the individual in a manner that is satisfactory to SFA.
  - vi) Supplier will not reassign the Program Resident General Manager more than once in a three-year period unless expressly agreed to by the Contract Administrator. The position will be filled within 90 days unless otherwise mutually agreed. In the event of the absence of a Resident General Manager, his/her supervisor or a mutually acceptable designee will be on site during all in-service periods until the position is filled.



- c) Supplier will maintain an adequate level of assistant managers, chefs, supervisors, and employees to provide an excellent level of service within the Program, and will provide such expertise (administrative, dietetic, purchasing, human resources, etc.) as needed. In staffing its operations, Supplier will take into consideration adequate coverage for peak service times and for employees on leave. The Contract Administrator will have the right to review staffing patterns and job schedules, and request Supplier to consider modifications to ensure adequate staffing.
- d) Supplier will ensure that a management or supervisor representative will be on site at each location during all hours the Program is in operation, including Catering Services.
- e) Supplier will be required to develop and implement a top quality, proactive student employment plan. Hiring, development and retention objectives for each year of the SOW term will be mutually agreed by Supplier and the Contract Administrator. Supplier will provide the Contract Administrator with a semesterly report that details the number of students employed, total student hours worked, and promotion and retention statistics. Supplier will be responsible for all student employment forms and insurance, including but not limited to, any workers' compensation or other liability claims resulting from work-related injuries to students who are employed by Supplier.
- f) Supplier will ensure that critical positions (those that are necessary to open and operate dining operations) will have adequate back-up employees on call to cover for absenteeism.
- g) Supplier will comply with all local, regional, and national governmental laws and regulations related to employment, employment practices, compensation, and benefits of personnel.
- h) All Supplier-employed personnel will be subject to SFA's policies, rules, regulations and codes of conduct while working on SFA's premises, provided such policies, rules, regulations and codes of conduct do not conflict with Supplier's own policies, rules, regulations, and codes of conduct.
- i) In the event of SFA's concern regarding the conduct or behavior of any employee, the Contract Administrator will inform Supplier. To the extent permissible by law, collective bargaining agreements and/or employment agreements, an offending employee of Supplier will be removed from employment in the Program immediately upon receipt of a written request from the Contract Administrator. Such written request will be initiated by the Contract Administrator after reviewing all relevant information with Supplier. Among specific causes, but not limited to these causes, are: inflicting or threatening physical abuse; verbal abuse on any person; sexual misconduct or harassment; damaging SFA's grounds or property; disrupting patrons' enjoyment; any other conduct or action considered inimical or offensive to SFA. Any such removal will be made in the name of Supplier.
- j) Supplier will perform employment and criminal background checks on all newly hired employees in accordance with Supplier's corporate employment and background check policies and procedures. If the ability to conduct criminal background checks is limited due to constraints imposed as a result of pandemics, natural disasters or other emergency conditions outside Supplier's control (e.g. courthouse closures that prevent access to criminal conviction records), upon the Contract Administrator's written approval, Supplier may permit employees to begin work conditioned upon completion of background checks, and Supplier will diligently complete background checks promptly when it becomes feasible to do so. Supplier warrants that no employee will be assigned to the Program without undergoing the Supplier's corporate screening process.
- k) Supplier will ensure that its employees meet the appropriate health standards proscribed by applicable governmental laws and regulations.
- l) To the extent permitted by law and subject to Supplier's human resource policies, Supplier will ensure that an employee who reports to work ill will be sent home and not allowed to resume work until fully recovered. To the extent permitted by law, when informed that an employee may have an illness, communicable disease or other health condition that could affect the safe, sanitary or healthful operation of the Program, Supplier will ensure that the employee undergoes an examination by a licensed physician to either verify or contradict the existence of the condition. If such condition is verified, Supplier will not utilize the services of the employee in the Program until the employee returns to a healthful status as evidenced by a signed physician's statement.

- m) Supplier employees will be appropriately uniformed when performing their work assignments including proper, slip resistant footwear in good condition. The term “appropriate uniform” includes designated shirt and pants, name badge, hats/visor, hair/beard nets, etc. Supplier must submit samples of employee uniforms and other apparel for approval by the Contract Administrator.
- n) Supplier will require all employees to utilize authorized and designated entrances and exits during working hours and train employees in SFA’s building access policies and security regulations.
- o) Supplier will restrict employees to their assigned work areas during working hours and require them, when not working, to vacate the Program Premises.
- p) To the extent permitted by law, Supplier will continue to provide services under an applicable SOW in the event of strikes and other labor disturbances.
- q) Supplier will be responsible for, and ensure that all employees who work at SFA sites are legally authorized to work in the United States. This policy applies to all employees, whether they are full-time, part-time, temporary, or sub-contracted from another company or division. When a temporary employment service or subcontractor is used to provide services on behalf of the Program, Supplier will be responsible for obtaining a statement from each company, on the company’s letterhead, indicating their compliance with this stipulation.
- r) Supplier will ensure that employees working in customer-facing job positions are able to communicate effectively with customers.
- s) Supplier’s employees will always be polite and diplomatic in enforcing Supplier and SFA regulations.
- t) Except as otherwise agreed by the Contract Administrator, Supplier will prohibit its employees from removing food or beverages from the Program Premises, except in the case of an employee who has paid for the product as a regular customer, or in the event of an authorized off-premise Catering event.
- u) Supplier will notify the Contract Administrator in writing of impending labor, employee and vendor problems or any other circumstances that could adversely affect the operation of the Program.

4) TRAINING

- a) Supplier will ensure its employees are fully trained in the performance of their duties. Training for Supplier’s employees is to be performed either before the employee begins work at SFA’s site, or if trained onsite, with full supervision so that employees are fully trained in the performance of their duties before they are assigned to work independently.
- b) Training must be given in the proper performance of all tasks to be performed, and will include but not be limited to instruction in the following, as applicable to the employee’s job position:
  - i) SFA’s code of conduct.
  - ii) SFA’s security and safety standards and procedures.
  - iii) Customer service standards.
  - iv) Diversity and multicultural awareness.
  - v) Food preparation methods.
  - vi) Safe food handling and HACCP standards and procedures.
  - vii) Cleaning and sanitation standards and procedures.
  - viii) Dress (uniform) and identification standards.
  - ix) Personal grooming and hygiene standards.
  - x) Job-related life safety standards and procedures (for example, knife handling skills and proper use of food service equipment);
  - xi) Emergency preparedness.

- c) For employees whose work duties include alcohol service, Supplier will provide training in the safe service of alcohol and ensure its employees have all applicable government required licenses and certifications. Upon the Contract Administrator's request, Supplier will provide proof of relevant employees' training and/or certification.

5) PROCUREMENT AND COST CONTROL

- a) Supplier will procure all food, beverages and supplies for the Program.
- b) From time to time, the Contract Administrator may request vendors be considered for use by Supplier. Supplier will make a good faith effort to honor the request, assuming the vendor meets Supplier's quality assurance standards.
- c) Supplier will make every effort to aggressively manage the cost of food and beverages, including:
  - i) securing inventory against pilferage.
  - ii) use of inventory control software that tracks and reconciles theoretical inventory to actual.
  - iii) a robust strategy for measuring and reducing food waste, including provision of regular reporting to the Contract Administrator.

6) FOOD SAFETY AND QUALITY CONTROL

- a) Supplier will follow stringent food safety standards, including the deployment of a food safety program and process that incorporates HACCP (Hazard Analysis, Critical Control Point) monitoring, testing and recording of storage, production and serving temperatures. The HACCP plan is subject to review and approval by the Contract Administrator.
- b) All foods must be stored, prepared and served at industry standard, government regulation temperatures for safe food handling.
- c) Stored food products, including leftovers, must be properly wrapped, clearly labeled and dated.
- d) In the event of an outbreak of food borne illness and/or foreign objects found in food, Supplier will immediately notify the Contract Administrator and apply resources to the immediate identification and remediation of the cause of the event as outlined in the Agreement.

7) SANITATION

- a) Supplier will maintain Program Premises in excellent and sanitary condition. In so doing, Supplier is responsible to work collaboratively with SFA and its University partners in accordance with the following division of responsibilities.

b) Program Back of House Areas

Area	Task	Supplier Responsibility	SFA Responsibility	Exceptions
Food Preparation Surfaces, Fixtures & Equipment, Including Transport Equipment	Clean & sanitize daily; Keep clean from spills, grease, debris and miscellaneous waste	Yes		
Floors	Clean & sanitize daily; Keep clean from spills, grease, debris and miscellaneous waste	Yes		
	Periodic deep cleaning	Both	Both	
Interior Walls	Clean and sanitize daily to a height of 1.5 meters/5 feet	Yes		
	Bi-monthly deep clean of walls up to 6 feet	Yes		
Windows and Glass Doors	Spot clean up to 6 ft. as needed to Keep clean from spills, grease, debris and miscellaneous waste	Yes		
	Bi-monthly interior window cleaning	Yes		
	Exterior window cleaning as required to maintain clean appearance		Quarterly	
	Interior and exterior door cleaning daily or more frequently as required to maintain clean appearance	Yes		
Ceilings, Light Fixtures, & Fan Blades	Keep clean from spills, grease, debris and miscellaneous waste	Within arm's reach below 6 feet	Deep clean during break periods	
Dishroom Surfaces & Equipment	Clean & sanitize daily; Keep clean from spills, grease, debris and miscellaneous waste	Yes		
Exhaust Hood Canopies & Filters	Clean & sanitize as proscribed by manufacturer and/or local fire authority	Yes		

Area	Task	Supplier Responsibility	SFA Responsibility	Exceptions
Exhaust Hood Ducts and Other Air Ducts	Bi-monthly cleaning or more frequently if required by local fire authority or to ensure fire safety		Bi-Annually Yes	
Food Storage Surfaces & Equipment	Clean and sanitize daily; Keep clean from spills, grease, debris and miscellaneous waste	Yes		
Loading Dock, Receiving & Trash Areas	Keep clean from spills, grease, debris and miscellaneous waste arising from Supplier's operations	Yes		
	Daily cleaning	Yes		
Grease Traps and Interceptors	Keep grease traps clean and surrounding floors free of grease	Yes		
	Arrange for regular grease removal from interceptors		Yes	
Gathering & Containerizing of Garbage & Compost	Transport containerized garbage and recyclables from work area receptacles to designated dock area containers	Yes		
	Clean work area trash receptacles as needed to keep them clean and free from debris	Yes		
	Arrange for garbage pick up from dock areas		Yes	
Employee Restrooms & Changing Facilities	Clean, sanitize and restock daily	Yes		
Janitor's Closet Surfaces & Equipment	Clean and sanitize daily	Yes		
Insect and Pest Control	Proper containerization of food, food waste and garbage; Diligent fulfillment of all sanitation duties required herein	Yes		
	Periodic interior control measures, as required		Yes	

c) Program Serving and Dining Areas (Including Dining Patios)

Area	Task	Supplier Responsibility	SFA Responsibility	Exceptions
Counters, Fixtures & Equipment including transport equipment	Clean & sanitize daily; Spot clean as needed to keep free from spills, grease, debris and miscellaneous waste	Yes		
Exhaust Hood Canopies & Filters	Clean & sanitize as proscribed by manufacturer and/or local fire authority	Yes		
Exhaust Hood Ducts and Other Air Ducts	Bi-monthly cleaning or more frequently if required by local fire authority or to ensure fire safety		Bi-Annually Yes	
Floors	Spot clean as needed to keep clean from spills, debris and miscellaneous waste	Yes		
	Daily cleaning and vacuuming	Yes		
	Periodic deep cleaning of floors and carpets	Yes		
Walls	Spot clean as needed to a height of 1.5 meters/5 feet to keep clean from spills, grease, debris and miscellaneous waste	Yes		
	Bi-monthly deep clean of walls to 5 feet	Yes		
Windows and Glass Doors	Spot clean up to 5 ft. as needed to keep clean from spills, grease, debris and miscellaneous waste	Yes		
	Bi-monthly interior window cleaning	Yes		
	Exterior window cleaning, as required		Yes	
	Interior and exterior door cleaning daily or more frequently as required	Yes		
Ceiling, Light Fixtures, & Fan Blades	Spot clean as needed to keep clean from spills, grease, debris and miscellaneous waste	Yes		
Tables & Chairs	Straighten as needed throughout service periods; Spot clean as needed to keep clean from spills, debris and miscellaneous waste; Clean and sanitize at the end of the service day	Yes		
	Periodic deep cleaning of upholstery	Yes		

Area	Task	Supplier Responsibility	SFA Responsibility	Exceptions
Gathering & Containerizing of Garbage	Transport containerized garbage from serving and dining areas to designated dock area containers	Yes		
	Clean serving and dining area trash receptacles as needed to keep them clean and free from debris	Yes		
	Arrange for garbage and recycling pick up from dock areas		Yes	
Insect and Pest Control	Proper containerization of food, food waste and garbage; Diligent fulfillment of all sanitation duties required herein	Yes		
	Periodic interior control measures, as required	Both	Both	
	Periodic exterior control measures, as required		Yes	

d) Program Building Exteriors

Area	Task	Supplier Responsibility	SFA Responsibility	Exceptions
Building Envelope	Maintain in good repair		Yes	
Exterior Insect and Pest Control	Periodic exterior control measures, as required	Both	Both	
Landscaping	Maintain in good condition		Yes	

- e) Supplier will develop and implement cleaning and sanitation schedules for its assigned responsibilities. Cleaning must be sufficient to provide routine protective maintenance against unnecessary deterioration, and/or pest infestation, as well as provide a clean, neat and sanitary appearance. Schedules will be posted and implemented within 10 days of commencement of service.
- f) Supplier will maintain all facilities and equipment associated with the Program to the levels necessary to successfully pass all governmental health and safety evaluations with a minimum score equal to an "A" or at or above the 90th percentile of the highest possible numeric score if such scoring system is applicable. It is understood that Supplier will not be held accountable for scoring reductions resulting from SFA's failure to perform its responsibilities. A copy of the inspection report will be forwarded to the Contract Administrator within two business days following the inspection. If there are noted deficiencies within Supplier's control, Supplier will include a written report that stipulates how the deficiencies will be corrected. All critical violations will be immediately reported to the Contract Administrator and corrected immediately by the responsible party.
- g) Supplier will engage a professional health and safety auditor to conduct an annual 3<sup>rd</sup> Party health and safety audit of all facilities and equipment associated with the provision of the Program. Supplier will self-perform a Supplier Food Safety Audit in the quarters not covered by the 3<sup>rd</sup> Party audit. All health and safety audits will be conducted with no advance notice to the Onsite Management Team. A copy of all inspection reports will be forwarded to the Contract Administrator within two (2) business days of receipt. Supplier will take immediate action to correct all Supplier deficiencies noted in the report.

- h) Upon becoming aware of a safety concern, Supplier will immediately notify SFA of any occupational health and safety measures necessary for Program Premises to comply with laws, ordinances and regulations pertaining thereto, which may be amended from time to time.

## 2) MARKETING

- a) Supplier will be responsible for developing and implementing a proactive Marketing/Communications Plan to promote the Program to the University and local community. For key target markets, the Plan should incorporate:
  - i) Specific strategies to build revenue, enhance satisfaction and generate goodwill.
  - ii) Tactics for effective promotion and communication to SFA employees, partners and guests.
  - iii) Implementation plan and calendar.
  - iv) Budget.
  - v) Success measures.

The Marketing/Communications Plan will be developed collaboratively with, and subject to the approval of, the Contract Administrator.

- b) Specific Marketing activities will include, but not be limited to the following:
  - i) Mandatory and voluntary meal plan marketing and communications.
  - ii) Retail Dining advertising, promotions and limited time offers.
  - iii) Annual Catering showcase for key event arrangers.
  - iv) Monthly Residential Dining theme meals and events.
- c) Supplier will develop and produce all collateral promotional materials for the Program. Collateral promotional material and digital signage will be professionally designed and subject to the Contract Administrator's approval.
- d) For the initial year of the SOW term, the Marketing/Communications Plan will be developed as part of Supplier's Pre-Opening Services, with implementation to begin immediately upon commencement of service. Thereafter, the Marketing/Communications Plan will be updated on an annual basis, or more frequently at the request of the Contract Administrator and become part of the Annual Operating Plan.

## 3) SUSTAINABILITY PLAN

- a) Supplier will establish and maintain a comprehensive and proactive Sustainability Plan for the Program that supports SFA and SFA's sustainability objectives. The Sustainability Plan will be developed collaboratively with, and subject to the approval of the Contract Administrator.
- b) The Sustainability Plan should consider:
  - i) Minimization of environmental impact through the effective use of ecologically sustainable growing techniques, integration of seasonally available local foods, and energy efficient transportation from farm to table. Supplier and the Contract Administrator will agree to annual target objectives for the following, with year over year improvement expected:
    - (1) Use of locally grown foods (grown within 250 miles of the Site);
    - (2) Use of organic foods when reasonably and economically available.
  - ii) Initiatives to ensure that management, kitchen and serving operations use resources efficiently through the effective deployment of resource-saving practices and staff training to understand energy efficiency tactics and other sustainable preparation objectives.
  - iii) Minimization of waste and mechanisms for reducing the impact of food waste, to include but not be limited to:
    - (1) Weighing of pre-consumer and post-consumer waste and implementation of reduction strategies.



- (2) Use of ecologically sensitive packaging.
- (3) Recycling, composting and other efficient waste disposal mechanisms.
- iv) Continuous improvement and innovation in sustainability practices and provision of education to both customers and Supplier's employees about innovations and reasons for operational decisions in food service.
- v) Incorporation of sustainable design principles in construction projects undertaken on behalf of SFA.
- c) The standard for all disposable service ware will be compostable or recyclable and is subject to the requirements and approval of the Contract Administrator. Styrofoam and other non-recyclable containers are not permitted except with the Contract Administrator's prior approval.
- d) Supplier will follow minimum governmental standards regarding recycling and will participate in SFA's recycling efforts.
- e) At any point during the SOW term, SFA may require Supplier to implement a food composting program if compostable materials handling facilities/operations are present in the local area.
- f) Supplier will comply with all SFA waste handling and disposal requirements related to the Program.
- g) For the initial year of the SOW term, the Sustainability Plan will be developed as part of Supplier's Pre-Opening Services, with implementation to begin immediately upon commencement of service. Thereafter, the Sustainability Plan will be updated on an annual basis, or more frequently at the request of the Contract Administrator and become part of the Annual Operating Plan

#### 4) WELLNESS PLAN

- a) Supplier will undertake Wellness initiatives to support customer nutritional needs and a commitment to the lifelong maintenance of good health. Supplier's Wellness initiatives will include, but not be limited to the following:
  - i) Nutritional information for all Program menus with the level of information provided to be as mutually agreed by Supplier and the Contract Administrator.
  - ii) Allergen information for all Program menus, based on an allergen list to be as mutually agreed by Supplier and the Contract Administrator.
  - iii) Except for national brands, nutritional and allergen information shall be provided on:
    - (1) Menus, at the point of service.
    - (2) Product packaging (for pre-packaged foods);
    - (3) Supplier's information website for the Program.
    - (4) Supplier's customer-facing dine-on campus app used in the Program.
  - iv) Provision of Wellness educational materials and information at service locations and on Supplier's website for the Program.
  - v) In-person or virtual resident student nutritional counseling from a qualified dietitian.
  - vi) Continuous improvement in the reduction and elimination of antibiotics and growth hormones in foods served within the Program, with target objectives documented as part of the Operations Plan.
- b) For the initial year of the SOW term, the Wellness Plan will be developed as part of Supplier's Pre-Opening Services, with implementation to begin immediately upon commencement of service. Thereafter, the Wellness Plan will be updated on an annual basis, or more frequently at the request of the Contract Administrator and become part of the Annual Operating Plan.

#### 5) USE OF SFA FACILITIES

- a) Supplier is prohibited from using the Program Premises in the production or execution of non-SFA related business, except as specifically authorized in the SOW or otherwise authorized by SFA in writing.

6) ADMINISTRATIVE RESPONSIBILITIES

- a) Results of any inspection or audit performed by any governmental authority will be immediately provided to the Contract Administrator.
- b) Supplier will comply with SFA requirements regarding delivery times, access and security restrictions/requirements, safety standards, and site speed limits.
- c) Supplier will notify the Contract Administrator immediately upon becoming aware of any unsafe or unhealthy conditions and take immediate appropriate action to remedy the condition(s), where said remedy is within Supplier's responsibility.
- d) Supplier will inform the Contract Administrator and Security immediately on becoming aware of any personal injuries and accidents that require medical treatment.
- e) Supplier will collect and remit all taxes associated with its Program services to the appropriate taxing authorities.
- f) Supplier will review its cash collection procedures with the Contract Administrator upon request.
- g) At the end of each monthly accounting period, Supplier will conduct a physical inventory of all food and beverage on hand, including cost, for use in developing monthly financial statements and accounting reports.
- h) Supplier will provide the Contract Administrator with monthly financial reports, as follows:
  - i) Financial statements for the Program, including individual profit and loss statements for each service location and an aggregated statement for the Program. Profit and loss statements will show budgeted and actuals sales by detailed sales category, budgeted and actual expenses by detailed expense category and net profit/loss. Such sales, expenses and profit/loss will be reported for the current period and year-to-date. Causes and appropriate documentation of abnormal revenue and expense deviations will be noted by Supplier as part of these statements. Statement adjustments resulting from review and/or audit will be identified and reflected in the next period statement.
  - ii) Operating statistics, including but not necessarily limited to the following:
    - (1) Food cost per meal served.
    - (2) Meals per labor hour.
    - (3) Transaction counts by meal period.
    - (4) Sales mix report (sales breakdown by type of item sold); and
    - (5) Recap of number/type of Catering events and estimated number of attendees.
  - iii) Special reports and analysis as may be requested by the Contract Administrator.
- i) Supplier's Onsite Management Team will meet with the Contract Administrator monthly to review operational and financial performance, discuss areas of concern and agree on courses of action for ongoing improvement.

7) EMERGENCY SERVICES

- a) Supplier will make all commercially reasonable efforts to provide food service under emergency and/or unpredictable circumstances such as breakdown of equipment, fire, storm, power failure, etc. Service provided under emergency conditions may be limited in nature. Within 30 days of execution of the applicable contract, Supplier will provide SFA a documented Business Continuity Plan/Disaster Recovery Plan ("BCP/DRP") that, at a minimum, includes:
  - i) A description of the scenarios the BCP/DRP can support (e.g. loss of facilities, key people, pandemic, systems, vital records, internal / external dependencies);

- ii) A description of the BCP/DRP test plan, the frequency of exercises and the procedures to enable SFA to review results of the exercises; and
- iii) A description of the process to restore operations at the original site to resume full-service capabilities.

## **Service Delivery Standards**

### **1. SERVICE STANDARDS**

- a) Supplier will offer a broad selection of culturally diverse concepts and product offerings taking into consideration the evolving ethnic, racial and international demographics of the community. The concept mix and product offerings will be mutually agreed by SFA and Supplier.
- b) Supplier will cook "to order" wherever feasible. Otherwise, progressive, "just in time", small batch cooking will be the production method utilized, staggering the preparation of food whenever possible so that nutritional value, temperature, and overall quality can be maintained during serving hours.
- c) Baked goods will be produced onsite where feasible with existing facilities and equipment. Pre-prepared mixes and doughs are permissible, but every attempt will be made to provide products that are "homemade." Sandwich breads, hamburger and hot dog buns, bagels, English muffins and other such items may be purchased from commercial bakeries.
- d) Re-use of leftover foods will be kept to a minimum and used promptly. Under no circumstances will leftovers be used to replace any approved menu selection.
- e) Supplier will use merchandising, labeling and food presentation techniques that showcase the products offered and have strong eye appeal.
- f) Any food appearing discolored, unappealing or not in a proper state of freshness will not be served. Supplier will adhere to the general food service industry guide: if you are not willing to purchase or consume the product yourself, it should not be displayed.
- g) All walk-up serving and condiment counters are to be well stocked throughout the entire posted serving times until 15 minutes after closing. The last customer is to be offered the same range of choice as the first.
- h) Display and serving areas will be clean, sanitary, orderly and attractive at all times.
- i) Any spillage or soiled spots will be removed promptly from counters, serving ware, general serving and dining areas and floors. Broken items will be promptly removed from the area.
- j) Service problems shall be anticipated and resolved immediately. Supplier's management staff shall review problems on a daily basis and discuss and implement solutions to prevent recurrence and enable supervisory staff to react immediately. Several examples of problem indicators are: excessively long lines for sustained periods of time; bottlenecks causing gaps in lines; delays in production; products which are difficult to serve; running out of beverages or condiments; shortages of service ware, trays, napkins, silverware, etc.

### **2. ADDITIONAL REQUIREMENTS FOR RESIDENTIAL DINING**

- a) Menu
  - i) To the extent Supplier uses a menu cycle, the minimum cycle will be four weeks.
  - ii) Entrees will not be duplicated between lunch and dinner on the same day or from day to day.
  - iii) Whole meat, vegetarian, and vegan proteins and "center of the plate" entrée choices will be provided at every meal, without over-reliance on processed foods, frozen foods, or carbohydrate-based entrees. Each meal must include a sufficient number and variety of vegetarian and vegan foods so that an individual can easily maintain a vegetarian or vegan diet. Minimum variety standards for each meal will be mutually agreed to by Supplier and the Contract Administrator.

- iv) Each meal must include a sufficient number and variety of low calorie, low fat, and low cholesterol foods so that an individual can easily maintain a low fat/low cholesterol diet without requesting special foods or preparation.
- b) Throughout all mealtimes, Supplier will provide an allergen free production and service platform that, at a minimum, avoids gluten, lactose, nuts, soybeans, dairy, fish, and shellfish.
- c) Supplier will provide a robust schedule of premium theme meals to include appropriate dining room and service area decorations, and provision of entertainment. The schedule will be mutually agreed to by Supplier and the Contract Administrator as part of the annual Operating Plan.
- d) Supplier will provide a number of educational programs and events annually, including partner programming with University departments and academic units, to educate and influence student behavior in the areas of wellness and sustainability as coordinated by Supplier's Student Success Manager. The schedule will be mutually agreed to by Supplier and the Contract Administrator as part of the annual Operating Plan.
- e) Supplier will provide special diets for students when approved in writing by a physician and the Contract Administrator. Supplier's dietitian will assist its Residential Dining Manager in providing daily special diet choices. The cost charged to SFA for provision of the diet will not exceed the contract cost based on the Supplier's daily rate. Supplier will maintain written documentation of approved special diets and as requested, provide to the Contract Administrator for review. If Supplier is unable to reasonably accommodate the special diet, SFA and Supplier may agree to release the student from the meal plan requirement.
- f) Supplier will provide exam treats at residential dining locations at no additional charge to meal plan holders for a minimum of one week per semester in conjunction with final exams. Locations and menu items for the foregoing will be mutually agreed upon between SFA and Supplier.
- g) In the first year of the SOW term, Supplier will comply with all provisions related to SFA Meal Plans, including but not limited to meal exchange, meal equivalency, Dining \$ rollover provisions, guest meals, sick meal delivery, and reusable cup programs. In subsequent years of the SOW term, these items will be mutually agreed upon as part of the annual Operating Plan process.

### 3. ADDITIONAL REQUIREMENTS FOR RETAIL DINING

- a) Supplier is encouraged to offer as many corporate, regional and/or national branded concepts as deemed appropriate or financially feasible by Supplier, subject to SFA approval.
- b) SFA reserves the right to request a survey at SFA's expense to determine the acceptability of proposed brands/concepts prior to their implementation.
- c) Retail Dining menus will include limited time offers and bundled meal options (ex: entrée + side + drink) to customers.
- d) Supplier shall adjust its staffing to the volume of business at different dayparts to provide fast and efficient service always.

### 4. ADDITIONAL REQUIREMENTS FOR CATERING SERVICES

- a) Supplier's branding, menus, menu pricing and service model are subject to SFA approval.
- b) Excluding items such as specialty baked goods and desserts and special diet requests, all foods will be prepared at SFA's Program Premises.
- c) Supplier will develop and perform Catering Services consistent with the high-quality image that SFA projects to its internal and external publics. All Catering events must be conducted in a first-class, professional manner regarding creativity, presentation and quality of food and service.
- d) Supplier will offer and market a wide range of event types daily and throughout the year, including coffee breaks, buffets, plated meals, and receptions for groups large and small, and service levels ranging from drop-off events to fine dining.
  - i) Supplier will provide a comprehensive Catering menu, encompassing breakfast, lunch, dinner, beverage/snack breaks and receptions, and offering a wide variety of price ranges.

- ii) Supplier will be sensitive to the differing needs of various SFA constituencies and recognize that creative menus and service techniques are required to support SFA's reputation for excellence and innovation. Due to operating budgets, SFA community members are sometimes sensitive to price. The Catering program will be flexible enough to provide serving sizes and service options that will accommodate these concerns. The Catering program must be priced competitively to the local area.
- iii) Supplier must provide a minimum of four (4) tiers of service like those described below to maximize services to customers.
  - (1) Student Service: Food and beverages priced for student groups/organizations for pick up with Supplier set up or clean up.
  - (2) Budget Service: Foods and beverages available for pick up with no Supplier set up or clean up.
  - (3) Value Service: Drop off buffet with set up and clean up provided, but no on-site attendant or waiter service.
  - (4) Full or Premium Service: Buffets or served meals with attendant(s) and/or waiter staff and post-event clean up.
- iv) Supplier will develop Catering policies such as delivery charges and guest guarantees. The Contract Administrator retains the right to review and approve all Catering menus, initial pricing (excluding national brand), and policies prior to implementation.
- v) Supplier will ensure that its Catering menus include a wide range of cuisines, incorporating a diversity of ethnic, vegetarian and vegan selections. Supplier's menus will also accommodate special diet needs such as Avoiding Gluten and Dairy Free offerings.
- vi) Supplier will update its Catering menus with seasonal offerings at least twice per year and implement a full menu refresh at least once per 18 months.
- vii) Supplier will provide guidance to Catering arrangers on purchase quantities and event planning, and provide custom menus as required.
- viii) At least once annually, Supplier will host a Catering Showcase for SFA event arrangers to highlight new products and presentation capabilities.
- e) Service ware and display ware standards for Catering events will be mutually agreed upon by Supplier and the Contract Administrator based on event types and service locations. These items will be considered part of the Program's inventory of small wares equipment, with par stock determined as per Section 4.
- f) If a Catering event requires specialized equipment not available at the Program Premises, Supplier will supply or rent the required equipment, with the cost of said equipment applied to the cost of the Catering event for which it was obtained.
- g) Supplier will train its employees in proper service techniques for Catering events before such employees are required to perform their functions.
- h) Supplier will ensure that full or premium service events are adequately staffed so that customers are served promptly, efficiently and professionally always, such that results meet or exceed the level of service expected by the customer and SFA. The following minimum staffing guidelines will be used unless otherwise agreed with the Contract Administrator in advance of the event (or as required by the SFA event owner):
  - i) Buffet Lunch or Dinner            1 server per 20 guests
  - ii) Served Lunch or Dinner        1 server per 12 guests
  - iii) Receptions                        1 server per 30 guests
  - iv) Bartenders                         1 server per 50 guests

- i) Supplier will ensure that events are completely set up and ready for service at least 15 minutes prior to the scheduled event start time.
- j) Catering events will occur at both the Program Premises and elsewhere on campus. Supplier's Resident District Manager and Catering Director will be required to work closely with the Contract Administrator to provide overall guest safety and satisfaction, regardless of the event location.
- k) Supplier will secure all Catering equipment and service ware promptly after the close of an event and will be responsible to leave event space in the same condition in which it was found.

5. ADDITIONAL REQUIREMENTS FOR ATHLETIC CONCESSIONS

- a) Supplier and the Contract Administrator will work together with Athletics Administration to determine the level of Concession Services to be provided for an athletic event. The number of stands and their respective hours of operation will be appropriate to enable Supplier to efficiently meet anticipated customer demand.
- b) Supplier will provide sufficient staff to provide coverage based on historical data to ensure exceptional service to attendees.
- c) All concessions areas for an event must be open, staffed and ready to serve when the facility opens for public access to the event.
- d) In all cases, Supplier will be required to provide an on-site supervisor for the duration of any event for which it supplies concessions.
- e) Menus for concessions will reflect variety and innovation in market trends, including the development of signature items.
- f) Menu offerings will be targeted to event type and anticipated audience; for instance, with a recognition that a circus or other youth-oriented event requires a different menu strategy from a rock concert or athletic event.
- g) Prices charged for concession services will be comparable to those found in other similar facilities in the local area. Supplier will post prices on approved menu boards permanently attached to all stands and portable carts.
- h) Supplier will conduct research into customer purchasing patterns in other SFA athletic venues to determine menu development and pricing recommendations.
- i) Supplier may partner with local restaurants to augment its concessions menu offerings, where applicable and mutually agreed upon with SFA.
- j) Occasionally, specialty concession items are provided as an integral part of an event, (i.e. circus – cotton candy). In cases where a concession item or items is provided by an Event Production entity, Supplier agrees to allow the Event Production entity to retail these products directly, outside of Supplier's designated concessions locations.
- k) Supplier is encouraged to use service organizations from the campus and surrounding area to supplement its permanent staffing for concessions operations, under the following conditions:
  - i) Preference will be given first to University student groups, and then to local area service organizations.
  - ii) Supplier will provide adequate training and supervision for student groups and service organizations to ensure that food is handled in a safe and sanitary manner, that all monies are accounted for and that customers receive fast and friendly service.
  - iii) Supplier will be responsible for providing all menu signage, as well as appropriate signage in public areas directing customers to the concession areas. All signage is subject to the approval of the Contract Administrator.
- l) Supplier will be responsible for sanitation of all food service concession Premises before, during and at the close of an event. At the close of each event, all perishable foods and products will be removed from concessions areas and properly stored. Supplier will further remove all food debris

and other debris from concessions areas and clean concession stands. Additionally, once per year, Supplier will schedule and perform deep cleaning of all food service concession areas associated with the Program, either at the end of the athletic season or at another time as agreed to by the Contract Administrator.

- m) At the end of each day during which Supplier has provided concession services, it will deliver all trash, garbage, litter and refuse to collection points designated for disposal.

6. ADDITIONAL REQUIREMENTS FOR SUMMER CONFERENCE/CAMP DINING SERVICES

- a) As mutually agreed, Supplier will provide all-you-care-to-eat style meals at SFA's residential dining location(s) during the Summer term for conference and camp participants, students, faculty, and staff.
- b) Supplier may be required to provide summer conference and camp meals at other locations on campus as well.
- c) Summer meals will be provided with service, variety, food quality, food preparation, and food presentation at a level of quality equal to that provided during the academic year.

7. ADDITIONAL REQUIREMENTS FOR FUELING STATIONES

- a) Fueling Stations to include ready to go meals, performance snacks and beverages as approved by Athletics representative and Contract Administrator.

8. ADDITIONAL REQUIREMENTS FOR TRAINING TABLE

- a) For most meals, Training Table to be provided with access to the East College Dining Hall. Supplier Dietitian to work directly with student athletes to educate and advise the preferred meal components based on the food selections available.
- b) For some meals, Training Table to be provided as a catered meal in a designated location with the cost of the meal to be the student athlete's meal plan cost per meal price.

## **Facilities and Equipment**

1) WEB INTERFACE

- a) SFA will provide Supplier with a web link for use in providing information about the Program. The interface between SFA's web link and Supplier's website will be as seamless as possible and designed to allow users to access information with a minimum of clicks.
- b) Supplier will conform to the following standards:
  - i) Supplier will establish and maintain a high quality, customer interactive dining website that is ADA and Texas state law compliant and conforms to SFA's and accessibility requirements.
  - ii) Information contained on the website will include but not be limited to the following, to be kept current always:
    - (1) Program service locations (including location map) and days/hours of operation.
    - (2) Menus for each service location, including pricing and nutritional/allergen information.
    - (3) Meal plan configuration, pricing and policies.
    - (4) Catering menus, pricing and policies, and link to Supplier's catering ordering software.
    - (5) Upcoming events and promotions.
    - (6) Access to Supplier's e-marketing/e-commerce solutions, subject to SFA review and approval.
    - (7) Information on Supplier's on-campus sustainability initiatives as well as sustainability education information.

- (8) Nutritional and wellness education information.
- (9) Profiles and contact information of management team members.
- iii) If a mobile app is also deployed, Supplier will upload similar information to the app, to be kept current always:
- iv) SFA may require Supplier's informational site to be fully branded as SFA's Dining Program; in this case, the website will not reference Supplier's name.
- v) Supplier's website will not include any reference to third-party advertising without the prior written permission of SFA.
- c) SFA has the full and exclusive right to grant or otherwise permit Supplier to access SFA's intranet. SFA will not be required to obtain any approval from Supplier regarding the creation of web links to Supplier websites other than merely notifying Supplier of the location and/or addresses of such web links. SFA may take such action as it deems appropriate to maintain the integrity of its intranet and accordingly, has the right to remove or temporarily restrict access to Supplier's link at any time. Supplier will use its reasonable efforts to advise SFA immediately of any activities which may adversely affect SFA's intranet.

## 2) PROVISION OF SMALLWARES

- a) SFA will make available all existing smallwares equipment for Supplier's use in operating the Program. Smallwares equipment consists of dishware, glassware, cutlery, utensils, pots, pans, display equipment, and other similar loose items necessary for normal operations.
- b) Upon execution of an applicable SOW, Supplier will contribute any additional smallwares equipment necessary for the proper operation of the Program ("Contributed Smallwares"). Supplier's cost for Contributed Smallwares will be reimbursed by SFA only as specifically agreed in the applicable SOW.
- c) Ownership of all smallwares equipment, including Supplier's Contributed Smallwares, will reside with SFA.
- d) Upon execution of the applicable SOW, Supplier will assist the Contract Administrator in documenting an inventory of SFA's existing smallwares. The inventory will be updated to include Supplier's contributed smallwares, which together with SFA's existing smallwares will comprise the smallwares inventory par stock ("Smallwares Par Stock"). Thereafter, Supplier will provide ongoing replacement of the Smallwares Par Stock with identical items except where otherwise specifically authorized by the Contract Administrator ("Smallwares Replacement"). Supplier's Smallwares Replacement will be fully expensed as a cost of operations in the year of purchase. At termination or expiration of the applicable SOW, Supplier will return SFA the Smallwares Par Stock to SFA plus all additional smallwares items then associated with the operation of the Program.

## 3) STEWARDSHIP OF SFA CAPITAL EQUIPMENT

- a) Supplier will participate with the Contract Administrator in joint physical inventories of SFA-owned FF&E associated with the Program to maintain a record of the equipment in use and identify equipment that is nearing the end of useful life. An initial inventory will be taken as part of Supplier's Transition Services, and thereafter, inventories will be taken from time-to-time during the applicable SOW term, including one at termination of the Agreement or SOW. Upon termination or expiration of the Agreement or applicable SOW, Supplier will leave all SFA-owned equipment associated with the Program in the same condition it was received, subject to reasonable wear and tear and loss or destruction due to fire or other casualty. If Supplier cannot produce a piece of equipment that is documented in SFA's equipment inventory, Supplier will replace such equipment with equipment of equal specification at Supplier's cost with no reimbursement.
- b) As part of its Transition Services, Supplier will develop and implement a food service equipment preventive maintenance plan, including budget, subject to the Contract Administrator's approval ("Preventive Maintenance Plan"). For subsequent years of the applicable SOW term, the Preventive Maintenance Plan will be updated annually and become part of the Operations Plan. Supplier will ensure full execution of the Preventive Maintenance Plan. For preventive maintenance services that



Supplier's employees are not qualified to provide, Supplier will contract with a third-party equipment maintenance company approved by the Contract Administrator.

- c) Supplier will manage repairs to SFA-owned Food Service Equipment. Repairs will be made in accordance with the following procedure:
  - i) Once Supplier determines that a repair is required, Supplier will notify the Contract Administrator immediately of necessary repairs and the proposed repair date.
  - ii) Repair cost in excess of \$1,500 will require advance approval by the Contract Administrator.
  - iii) Supplier will use qualified, SFA-approved maintenance and repair companies for all maintenance of and repairs to SFA-owned equipment.
  - iv) In all cases, Supplier will ensure that repairs are completed satisfactorily.
- d) Supplier may not remove any University owned or SFA-owned property from the Premises without written permission from the Contract Administrator.

#### 4) SIGNAGE

- a) All interior and exterior signage must be approved in advance by the Contract Administrator, prior to installation.
- b) Supplier will maintain all digital and/or electronic signage in good working order.
- c) All signage will be professional in appearance and kept current always.

#### 5) ALTERNATIONS TO PREMISES

- a) Supplier will not make any alterations, additions or improvements to Program Premises without first obtaining the prior written consent of SFA. Prior to beginning any such SFA approved activities, Supplier will prepare SFA written plans and/or drawings detailing how Supplier intends to complete the project subject to SFA approval. Supplier must obtain all necessary permits and, except as otherwise agreed by SFA, maintain the Program Premises in good order and condition while all installation, maintenance and/or removal activities are being performed.

#### 6) UTILITIES

- a) In keeping with SFA's sustainability objectives, Supplier will be expected to effectively manage its energy use.
- b) SFA will promptly notify Supplier of any known interruption to utilities services that might affect the Program.

#### 7) DELIVERY VEHICLES

- a) Supplier will provide and maintain all vehicles and vehicle insurance as required for the successful operation of the Program, except as otherwise agreed in writing by the Contract Administrator.
- b) Supplier will ensure that its employees who operate Supplier provided and/or SFA provided delivery vehicles undergo a driving history background check and be properly licensed to operate the vehicle.

#### 8) ALTERNATE DINING LOCATIONS

- a) Supplier, along with the Contract Administrator, will work jointly in determining the most practical and economically feasible location to provide specific components of the Program during any construction periods or unforeseen facilities disruption.

### **SFA Rights**

#### 1) SFA Rights

- a) SFA may, from time to time, establish and disseminate reasonable regulations for the operation of the Program with which Supplier will comply.

- b) SFA and the Contract Administrator reserve the right to monitor both the Program and Program Premises with respect to the quality and quantity of food served, the method of service, opening and closing hours, safety, sanitation, facilities and equipment maintenance, adherence to the Agreement, or for any other reason. In the case of an immediate threat to health and safety, SFA may immediately close dining facilities or operations to protect the health of SFA employees and guests.
- c) At all times, SFA and the Contract Administrator will have access to enter and inspect all Program Premises. SFA will maintain a complete set of keys to the Program Premises. Supplier will provide keys to SFA for any Supplier-initiated key or lock changes.
- d) SFA may, without interfering with the normal operation of the Program, use the Program Premises for such purposes as may be required. In such cases, SFA, at its cost, will restore facilities to conditions reasonably satisfactory to Supplier before the next regularly scheduled meal service. Use of food service-related storage, production, support, service, dining, and catering facilities by third parties is prohibited.
- e) SFA will have the right to receive all data relating to the Program, to include but not be limited to, data collected through POS Systems, menu management systems, surveys, surveillance systems, predictive analytics applications and customer-facing technology. This provision will not apply to confidential or proprietary records of Supplier.

Attachment 2  
Operating Plan

SFA UNIVERSITY  
Dining Services Operating Plan

Attached as a separate document and updated annually

**STEPHEN F. AUSTIN STATE UNIVERSITY  
DINING SERVICES PROGRAM  
Attachment 2 – Operating Plan**

This Attachment supplements Exhibit A Scope of Work (“SOW”) as it relates to the current operating plan for the Dining Program. Year 1 (FY22) Operating Plan to be the Supplier Proposal and BAFO.

1) OVERVIEW

- a) As defined in the SOW, the Operating Plan is a digital record set that documents important information and decisions taken about the Program. The Operating Plan is intended to be a “living document” that may be revised at any time upon mutual agreement of the Parties without necessitating an amendment to the Agreement or SOW. The Operating Plan will be kept complete and current always by the Parties.
- b) The required information will include but not be limited to the following:
  - i) Locations and services
  - ii) Retail Dining operating days and service hours
  - iii) Other service area requirements
  - iv) Menus and product pricing
  - v) Annual Program Plan (non-financial)
  - vi) Supplier projected proformas (detailing revenue streams)
  - vii) Agreed performance KPIs and scorecards
  - viii) Current inventories for technology, equipment and smallwares

2) LOCATIONS AND SERVICES

- a) Residential Dining

Academic Year Operating Hours	Mon - Thur	Friday	Sa - Su
The Eatery at the Pines/East Campus Dining Hall	11am-12am	11am-12am	Closed
Baker Pattillo Student Center Dining Hall	7am-7:30pm	7am-7:30pm	10am-1pm/5pm-8pm
The Lumberyard – Chick-fil-A	8am-9am	8am-2:30pm	Closed
The Lumberyard – JAX Burger	10:30am-5pm	10:30am-2:30pm	Closed
The Lumberyard – Above The Board	10:30am-7pm	10:30am-4pm	Closed
The Lumberyard – Wild Pie/Sals	10:30am-7pm	10:30am-5pm	Closed
The Lumberyard – Market at Lumberyard	9am-10pm	9am-5pm	10am-5pm
Food Hall 1923 – Innovation Kitchen	10:30am-7pm	10:30am-2:30pm	Closed
Food Hall 1923 – Tu Taco	10:30am-5pm	10:30am-2:30pm	Closed
Food Hall 1923 – ACE Sushi, Boba & Bites	10:30am-7pm	10:30am-2:30pm	Closed
Student Center - Starbucks	7:30am-7pm	7:30am-2:30pm	Closed
STEM Building – Market NXT	9am-3pm	9am-2pm	Closed

Steen Library – Einstein Bros. Bagels	7:30am-8pm	7:30am-2:30pm	Closed
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Summer Operating Hours	Mon - Thur	Friday	Sa - Su
The Eatery at the Pines	7:30am-9am; 11am-1pm; 4pm-6pm	7:30am-9am; 11am-1pm; 4pm-6pm (Sat)	11:30am-1pm; 4pm-6pm (Sun)
Baker Pattillo Student Center Dining Hall	Closed	Closed	Closed
The Lumberyard – Chick-fil-A	8am-2pm	8am-2pm	Closed
The Lumberyard – JAX Burger	Closed	Closed	Closed
The Lumberyard – Above The Board	11am-4pm	11am-4pm	Closed
The Lumberyard – Wild Pie/Sals	11am-4pm	11am-4pm	Closed
The Lumberyard – Market at Lumberyard	8am-2:30pm	8am-2:30pm	Closed
Food Hall 1923 – Innovation Kitchen	11am-2pm	11am-2pm	Closed
Food Hall 1923 – Tu Taco	Closed	Closed	Closed
Food Hall 1923 – ACE Sushi, Boba & Bites	Closed	Closed	Closed
Student Center - Starbucks	7:30am-2pm	7:30am-2pm	Closed
STEM Building – Market NXT	Closed	Closed	Closed
Steen Library – Einstein Bros. Bagels	7:30am-8pm	7:30am-2:30pm	Closed

b) Catering Services

- i) Presidential Catering
- ii) President’s House Catering
- iii) General Campus Catering
- iv) Student Catering

c) Alcohol Service

- i) Catering Services
- ii) Concessions

d) Athletic Concessions

- i) Homer Bryce Stadium
- ii) William R Johnson Coliseum

e) Fueling Stations

- i) Athletics Field House
- ii) Loddie Naymola Performance Center

f) Training Table

3) MENUS AND PRICING

a) Insert current menus and pricing

- i) Residential Dining menus
- ii) Retail locations

- iii) Catering by service level
  - iv) Conference rates
  - v) Fueling Stations
  - vi) Training Table
- 4) ANNUAL PROGRAM PLAN
- a) Insert current Program Plan (non-financial)
- 5) SUPPLIER PROFORMA
- a) Insert current Supplier proforma
- 6) PERFORMANCE METRICS
- a) Insert agreed upon Performance KPI
  - b) Insert agreed upon Scorecard(s)
- 7) CURRENT INVENTORIES
- a) Technology
    - i) Insert current SFA-owned technology inventory
  - b) Equipment
    - i) Insert current SFA-owned equipment inventory
  - c) Smallwares
    - i) Insert current SFA-owned smallwares inventory

Attachment 3  
Supplier's Proposal Financial Projections and Assumptions

ATTACH APPENDIX 3 FROM FINANCIAL PROPOSAL

Attachment 4

Supplier Investment & Amortization Record

CHARTWELLS INVESTMENT SCHEDULE					
Disbursement Year	Description	Amount	Amortization Start Date	Amortization End Date	# of Months of Depreciation / Amortization
2021	Signing Bonus	\$ 1,000,000	Jul-21	Jun-28	84
2021	Aramark Buyout	\$ 4,259,565	Jul-21	Jun-28	84
2021	Franchise Fees	\$ 87,500	Jul-21	Jun-24	36
2021	Standard Delivery Van	\$ 38,004	Jul-21	Jun-27	72
2021	Dry Box Truck, 14' w Liftgate	\$ 49,063	Jul-21	Jun-28	84
2021	EUV, w Option Package (3)	\$ 38,819	Jul-21	Jun-26	60
2021	Student Center Dining Hall	\$ 100,000	Later of date project starts to generate new revenue or Jul 21	Jun-28	84
2021	Technology and POS	\$ 330,000	Jul-21	Jun-28	84
2021	Student Center C-Store	\$ 50,000	Later of date project starts to generate new revenue or Jul 21	Jun-28	84
2021	Above the Board Transition	\$ 50,000	Later of date project starts to generate new revenue or Jul 21	Jun-28	84
2021	JAX's Burgers Transition	\$ 75,000	Later of date project starts to generate new revenue or Jul 21	Jun-28	84
2021	Sal's Pizza to Wild Pie	\$ 50,000	Later of date project starts to generate new revenue or Jul 21	Jun-28	84
2021	Panda Express - ACE Sushi	\$ 50,000	Later of date project starts to generate new revenue or Jul 21	Jun-28	84
2021	LaUnica - Tu Taco	\$ 50,000	Later of date project starts to generate new revenue or Jul 21	Jun-28	84
2021	Which Wich - Innovation Kitchen	\$ 50,000	Later of date project starts to generate new revenue or Jul 21	Jun-28	84
2021	STEM POD - Market	\$ 70,000	Later of date project starts to generate new revenue or Jul 21	Jun-28	84
2021	Concession Renovation/Portables	\$ 360,000	Later of date project starts to generate new revenue or Jul 21	Jun-28	84
2021	Fueling Stations	\$ 100,000	Later of date project starts to generate new revenue or Jul 21	Jun-28	84
2023	East College Dining Hall Renovation	\$ 6,355,000	Jul-21	Jun-28	84
2023	Panera at ECDC	\$ 1,000,000	Later of date project starts to generate new revenue or Jul 23	Jun-28	60
	<b>Total:</b>	<b>\$ 14,162,951</b>			



**AMORTIZATION SCHEDULE**

Disbursement Year	Description	Monthly Depreciation/ Amortization	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28
2021	Signing Bonus	\$ 11,905	\$ 142,857	\$ 142,857	\$ 142,857	\$ 142,857	\$ 142,857	\$ 142,857	\$ 142,857
2021	Aramark Buyout	\$ 50,709	\$ 608,509	\$ 608,509	\$ 608,509	\$ 608,509	\$ 608,509	\$ 608,509	\$ 608,509
2021	Franchise Fees	\$ 2,431	\$ 29,167	\$ 29,167	\$ 29,167				
2021	Standard Delivery Van	\$ 528	\$ 6,334	\$ 6,334	\$ 6,334	\$ 6,334	\$ 6,334	\$ 6,334	
2021	Dry Box Truck, 14' w Liftgate	\$ 584	\$ 7,009	\$ 7,009	\$ 7,009	\$ 7,009	\$ 7,009	\$ 7,009	\$ 7,009
2021	EUV, w Option Package (3)	\$ 647	\$ 7,764	\$ 7,764	\$ 7,764	\$ 7,764	\$ 7,764		
2021	Student Center Dining Hall	\$ 1,190	\$ 14,286	\$ 14,286	\$ 14,286	\$ 14,286	\$ 14,286	\$ 14,286	\$ 14,286
2021	Technology and POS	\$ 3,929	\$ 47,143	\$ 47,143	\$ 47,143	\$ 47,143	\$ 47,143	\$ 47,143	\$ 47,143
2021	Student Center C-Store	\$ 595	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143
2021	Above the Board Transition	\$ 595	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143
2021	JAX's Burgers Transition	\$ 893	\$ 10,714	\$ 10,714	\$ 10,714	\$ 10,714	\$ 10,714	\$ 10,714	\$ 10,714
2021	Sal's Pizza to Wild Pie	\$ 595	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143
2021	Panda Express - ACE Sushi	\$ 595	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143
2021	LaUnica - Tu Taco	\$ 595	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143
2021	Which Wich - Innovation Kitchen	\$ 595	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143
2021	STEM POD - Market	\$ 833	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000

2021	Concession Renovation/Portables	\$ 4,286	\$ 51,429	\$ 51,429	\$ 51,429	\$ 51,429	\$ 51,429	\$ 51,429	\$ 51,429
2021	Fueling Stations	\$ 1,190	\$ 14,286	\$ 14,286	\$ 14,286	\$ 14,286	\$ 14,286	\$ 14,286	\$ 14,286
2023	East College DiningHall Renovation	\$ 75,655	\$ 907,857	\$ 907,857	\$ 907,857	\$ 907,857	\$ 907,857	\$ 907,857	\$ 907,857
2023	Panera at ECDC	\$ 16,667			\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
Total:			\$ 1,900,211	\$ 1,900,211	\$ 2,100,211	\$ 2,071,045	\$ 2,071,045	\$ 2,063,281	\$ 2,056,947