

Standard Contract

Contract No. UCPUMW 23-1457 Dining Service Operations

This contract, between THE WOOD COMPANY, a Pennsylvania corporation and wholly-owned indirect subsidiary of Sodexo Management Inc., hereinafter called the “Contractor”, and the COMMONWEALTH OF VIRGINIA, UNIVERSITY OF MARY WASHINGTON, called the “University” or “UMW”. Contractor and University may be known individually as a “Party” and collectively as the “Parties”. This Contract shall become effective November 1, 2023.

WITNESSETH that the Contractor and the University, in consideration of the mutual covenants, promises and agreements contained herein, agree as follows:

PERIOD OF CONTRACT: November 1, 2023 through June 30, 2028 with ten (10) one-year renewal options as defined under Section 3.1.

ARTICLE I PURPOSE OF THIS AGREEMENT

1.1 Introduction. The Contractor shall manage and operate campus dining services which are maintained as an integral part of the University's educational activities solely for the use of students, faculty, staff, employees, invited guests, and others designated by the University. The campus dining food services shall include:

- A. Top of the CRUC – Cedric Rucker University Center
- B. Retail Dining Locations
- C. Catering
- D. Camps & Conferences
- E. Concessions in the Anderson Center only

This Contract (“Contract”) sets forth the terms and conditions upon which University provides Contractor the exclusive right, except as defined under Section 1.2, to manage and operate the Services for University’s students, faculty, staff, employees, visitors and guests at the Premises.

1.2 Exclusivity Exclusions. The following shall be excluded from Contractor’s exclusive rights under this Contract:

- A. Bookstore and C-Store as the University has an exclusive contract with Barnes & Noble College. The current contract is valid through July 7, 2024 and has the option for 5-one-year renewals.
- B. Vending as the University has a separate contract with CRH Catering for snack vending. The contract is valid through December 15, 2030.
- C. Beverage as the University has an exclusive beverage contract with Pepsi as defined under Section 4.6 below.
- D. Eagle Village complex merchants, University of Mary Washington Foundation, and other non-University Eagle Village tenants
- D. University Foundation offices.
- E. Food trucks for certain athletic events, outside food trucks provide concessions at the Battlefield Athletic complex.

F. Catering as follows:

1. The University allows outside Catering by private individuals in three (3) locations: (i) The Gari Melchers Home and Estate including the Belmont Pavilion, (ii) the James Monroe Museum and Memorial Library, and (iii) the Dahlgren campus (below designated thresholds). Kitchens and serveries of the University, including food storage and equipment, will not be used for catered events by outside parties.
2. Student Organizations are exempt from the requirement to use Contractor for their Catering needs.
3. University Departments, including all faculty and staff, may make food purchases for One Hundred Dollars (\$100.00) or less in value without requesting a release from the requirement to use Contractor for Catering events. University shall consider costs when evaluating waiver requests, and Contractor shall work in good faith with the University in assessing cost and not unreasonably withhold approval of requests for waivers.
4. The Dahlgren Campus must use this Contract for non-Client affiliated groups in excess of One Thousand Dollars (\$1,000.00), and University-sponsored events in an amount of Five Hundred Dollars (\$500.00) or more per event. Catering on the Dahlgren campus below these thresholds are exempt from this Agreement.

1.3 Previous Agreements. University and Contractor previously entered into a contract dated November 5, 2012, and subsequent amendments (collectively, the "Previous Contract"), concerning the scope of Services to be provided by Contractor as set forth in Section 1.1 herein. This Contract supersedes the Previous Contract and any and all other previous agreements relating to the subject matter as specified in Section 1.1 herein. Notwithstanding the foregoing, any invoiced and unpaid amounts due to Contractor under the Previous Contract shall remain due and payable.

ARTICLE II DEFINITIONS

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

2.2 Branded Concepts. Food and beverage systems operated by Contractor through national and regional third party license agreements or franchise agreements, subcontracts, or through Contractor's own in-house trademarked brands.

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

2.4 Charge. A fee established by Contractor for goods or services provided by Contractor.

2.5 Expendable Equipment. Any expendable item used in the preparation and service of meals such as pots, pans, and cooking and serving utensils used in the Food Service.

2.6 Food Service. The preparation, service and sale of food, beverages, including alcoholic beverages, goods, merchandise and other items at the Premises as hereinafter set forth. Food Service shall include the following: Resident Dining Program, Retail Program,

Concessions only at the Anderson Center, Catering and Camps & Conferences, as hereinafter described.

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

2.8 Invoiced Amount. The invoiced amounts to Contractor for goods and services, including food, beverages, merchandise, cleaning products, equipment, supplies, and other contracted services. Many of Contractor's manufacturers, suppliers and distributors provide rebates, allowances, and other payments to Contractor based on Contractor's purchasing commitments, aggregate growth incentives and other factors. Prompt payment discounts and all rebates, allowances and other payments obtained from manufacturers, suppliers and distributors, shall be retained by Contractor.

2.9 Net Sales. Gross Sales excluding sales and other applicable taxes.

2.10 Premises. University's Services facilities located at 1301 College Avenue, Fredericksburg, Virginia 22401.

2.11 Services. The Food Service as further defined in this Contract.

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

2.13 Contract Termination. The process of ending the Contract before obligations within the Contract have been fulfilled by both Parties during the Initial Term.

2.14 Contractor's Procurement Programs. Contractor's approved vendors and suppliers in their network that are used to acquire the necessary goods, supplies and services required under this Contract.

2.15 Transaction Related Taxes. Tax assessed on a transaction for which University is legally required to pay.

ARTICLE III TERM

3.1 Term. The term of this Contract is four (4) years and eight (8) months ("Initial Term"), commencing on November 1, 2023 ("Commencement Date") and continuing through June 30, 2028 ("Initial Term"), and shall be subject to ten (10) additional one (1) year renewal terms, upon the mutual agreement of the Parties, in accordance with Section 9.32.

Notwithstanding the foregoing, in the event this Contract expires without either Party having been provided proper notification of Contract Termination or non-renewal of Contract, and Contractor continues to provide the Services, this Contract shall continue thereafter in accordance with the existing terms and conditions in effect as of the expiration date (including any financial adjustment in accordance with Section 9.29) until amended by mutual written agreement of the Parties or until terminated by either Party.

University and Contractor agree to participate in Expectations Sessions, in accordance with Exhibit A, throughout the term of this Contract with a minimum of one (1) per contract year.

ARTICLE IV
SERVICES TO BE PERFORMED

4.1 Services. Contractor shall provide the Services for University as hereinafter set forth.

4.2 Resident Dining Program.

A. Fall and Spring Meal Plans. The following meal plans selected by University shall be available to resident dining and commuter patrons:

Meal Plan	Meal Plan Details
Eagle Meal Plan	Unlimited meals at the Top of the CRUC 45 meals per semester at retail \$200 Flex Dollars per semester 5 guest meals per semester
225 Block Plan	225 meals per semester \$200 Flex Dollars per semester 5 guest meals per semester
150 Block Plan	150 meals per semester \$300 Flex Dollars per semester 5 guest meals per semester
85 Block Plan	85 meals per semester \$225 Flex Dollars per semester 5 guest meals per semester
30 Block Plan	30 meals per semester \$575 Flex Dollars per semester 5 guest meals per semester
30 Block Plan	30 meals per semester \$250 Flex Dollars per semester 5 guest meals per semester
5 Block Plan	5 meals per semester \$300 Flex Dollars per semester 5 guest meals per semester
5 Meals per Week Plan	5 meals per week at the Top of the CRUC
3 Meals per Week Plan	3 meals per week at the Top of the CRUC

- All residential students, are required to subscribe to a meal plan.
- Upper class students living in the residence halls may choose between the Eagle meal plan, 225 block, and 150 block plans.
- First year residential students are required to purchase the Eagle Meal plan.
- Upper class students in University Apartments or Eagle Landing may choose from the 85-block plan or higher.
- Senior students with at least 90 credit hours may choose from the 85 block plan or higher.
- Commuting students may choose between the 5 Meals per week, 3 Meals per week, 5 block, 30 blocks, 85 block or greater.
- The 5 Meals per week and 3 Meals per week, unused meals will be forfeited at the end of each week. The dining meal week runs from Friday morning to Thursday evening.
- Flex dollars may be used in any dining location.

Unused Flex Dollars shall roll over from the Fall semester to the Spring

semester, provided that the meal plan participant purchases a meal plan for the Spring semester. Any unused Flex Dollars remaining at the end of the Spring semester shall be forfeited and shall be retained by the University.

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

B. Summer Meal Plans. Summer residential students are required to purchase one (1) of the following summer meal plans:

Meal Plan	Meal Plan Details
15 Block Summer (off campus only)	15 meals per summer session
30 Block Summer	30 meals per summer session
50 Block Summer	30 meals per summer session

C. Hours of Operations. During the academic year, Food Service dining operations are maintained during the Fall and Spring breaks and during the holiday and other breaks, Food Service operations are made available upon mutually agreement of the Parties. The residential and retail dining hours of operations are reflected under Exhibit B.

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

1. Contractor may limit resident dining patrons to one (1) portion of each food item the first time through the serving line. Resident dining patrons who do not exit the dining area may return to the serving line or other designated areas for seconds.

2. All food obtained by resident dining patrons from the serving line must be consumed within the dining area, except for food purchased through the carry-out program.

E. Serving Style. Except for variations agreed to by both Parties, all resident dining meals shall be served cafeteria-style with the exception of Graze, Earth Bar, Pizza, and beverages. Contractor encourages occasional variations from this style, provided that planning and implementation of variations are coordinated with Contractor in advance.

F. Menus and Prices. Contractor shall recommend prices to be charged for food and beverages served in the resident dining facilities, and shall prepare menus and establish quantities and portions to be served. Prices shall be established in accordance with Section 9.29.

G. Special Diets. Contractor shall supply any medically required special diets for resident dining patrons as follows:

1. Medically required diets. Upon receipt by University Dining Liaison of a request accompanied by a letter of medical necessity from a medical doctor, Contractor shall work in collaboration with the University's Dining Liaison and Contractor's nutritionist to meet the dietary needs of the applicable student.

2. Contractor shall, to the best of its ability and within cost parameters, accommodate dietary preferences of meal plan holders.

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

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

1. Contractor shall control all aspects of the Branded Concepts, including menus, trade dress, staffing and recipes. Hours of operation and pricing shall be determined by mutual agreement between the University and Contractor, and shall not violate Contractor's franchise agreements. For clarification purposes, all nationally recognized Branded Concepts price changes shall be increased in accordance with Section 9.29.

2. Representatives of the licensor, franchisor or subcontractor of the Branded Concepts shall be allowed access to the Premises during reasonable business hours for quality assurance inspections of the Branded Concepts.

3. When feasible, Contractor shall notify University by November 1 prior to the start of the next academic year of any planned termination or expiration of a license agreement, franchise agreement or subcontract related to a Branded Concept. Otherwise, Contractor shall notify University at least twenty (20) days in advance of any termination or expiration of a license agreement, franchise agreement or subcontract related to Branded Concept.

a. Contractor and University shall mutually agree which operation, if any, will replace such Branded Concept. In any event, the Branded Concepts operation shall terminate upon termination or expiration of this Contract.

b. When feasible, Contractor shall directly provide interim Food Service operations in the vacated space until such time as the replacement services are operational. For clarification purposes, Contractor and University shall mutually agree on the timing and costs involved in implementing such operations.

4. Upon termination or expiration of this Contract, Contractor shall remove the equipment related to the Branded Concepts in accordance with the terms of the applicable license or franchise agreements. Equipment owned by the University shall not be removed. Contractor shall maintain and share with the University annually and upon request a list of vendor proprietary equipment.

5. At commencement of this Contract, Contractor shall operate or cause to be operated the following Branded Concepts with the applicable fees to be paid by Contractor:

- a. Panera Bread
- b. Hissho Sushi and Mein Bowl
- c. Vocelli Pizza
- d. Katora Cafe

B. Retail and Concession Prices. The prices charged by Contractor for food and other products served by Contractor in the retail and cafeteria operations shall be reasonable and competitive with prices charged in comparable establishments in the geographic area of the Premises for comparable products, similarly prepared and of like quality and portion. University shall review and approve of the prices prior to posting or changing prices. Retail price changes shall be determined in accordance with Section 9.29.

C. Catering Functions. Prices for Catering functions, including but not

limited to University or third-party functions, shall be established by mutual agreement of the Parties. Contractor shall prepare and submit invoices to University for University Catering functions. Contractor shall prepare and submit invoices to individuals or groups served by Contractor at Catering functions, which invoices shall be paid directly to Contractor.

4.4 Alcohol Service. Contractor shall have the exclusive right to sell and serve alcoholic beverages at the following location(s):

Caterer's License

1301 College Avenue
Fredericksburg, Virginia 22401

Contractor shall not serve alcohol in residential or retail dining, nor in concessions. Alcohol shall be served only at events as requested in writing by an authorized University representative.

Contractor shall adhere to all applicable federal, state, local laws and regulations regarding the service of alcoholic beverages. Contractor shall not be obligated to serve alcoholic beverages to any person believed by any employee of Contractor to be under the legal age to consume alcohol, and shall have the right, as a condition of the serving of any alcoholic beverage, to require proof of age from any person requesting such service. Further, Contractor shall have the right to refuse service of alcoholic beverages to any person who its employees believe to be intoxicated or otherwise impaired. University's police department shall be available as necessary during the service of alcohol on the Premises.

4.5 Anderson Center Concessions. From time to time and as agreed to by both Parties, Contractor may partner with the University's Athletic Department to provide concessions at mutually agreed upon events in the Anderson Center ("Anderson Concession Service"). The sales from these specific events will be non-commissionable, except that the Athletic department will provide the mutually agreed number of student athlete volunteers per game to be supervised by Contractor employees, in return Contractor will give twenty percent (20%) of the Net Sales from that event to the University's Athletic Department. The University's Athletic Department is responsible for ensuring that the revenue received from Contractor as a result of the concession sales is distributed to the appropriate team funds. All University cash receipts, and handling policies and procedures must be adhered to. For clarification purposes, Contractor shall only provide concessions at the Anderson Center.

University agrees that certain of its student volunteers will be managed by Contractor and will be performing work necessary for Contractor to fulfill the contractual responsibilities and obligations owed to the University. Contractor retains the power to direct, supervise, and manage these student volunteers including, but not limited to, determining their precise tasks and assignments. Contractor also retains the right to remove University student volunteers managed by Contractor from his or her position for legitimate business reasons. Sodexo shall not be responsible for any liabilities, losses, damage, costs or expenses which arises out of or is any way associated with the engagement of University student athlete volunteers assigned to Anderson Concession Service, not due to the Contractor's sole negligence.

4.6 Sponsorship Agreement. The University has an exclusive beverage contract with Pepsi Beverages Company for all vended and non-vended carbonated and non-carbonated beverages. The contract has eight (8) months remaining on it. The Contractor shall comply with all current and future beverage and bookstore agreements that University of Mary Washington enters into and University shall provide Contractor with such beverage agreement requirements in order for Contractor to comply.

ARTICLE V EMPLOYEES

5.1 Contractor Employees. Contractor shall recruit, hire, train, supervise, direct, and, if necessary, discipline, transfer and discharge management and non-management employees working in the Services. All personnel employed by Contractor shall at all times and for all purposes be solely in the employment of Contractor. Contractor shall provide management employees to supervise all Food Service employees.

The University reserves the right, at any time, to require the Contractor to remove any employee, if at the sole discretion of the University, the performance or conduct of the individual is found to be unacceptable. Any request for removal of Contractor's employees by University shall be made in writing, shall be performed in accordance with Contractor's personnel policies and shall not violate any applicable state or federal laws.

All Contractor Key Personnel, defined as the General Manager and Catering Director, assigned to the University shall not be changed more than once every two (2) years unless mutually agreed in writing, and not without thirty (30) days advance notice. These Key Personnel positions shall not remain unfilled. University understands that Contractor cannot prevent all Key Personnel from applying for a position that will take him/her away from the University's Food Service operations.

5.2 Contractor Non-management Employees. All non-management Food Service employees shall be Contractor employees, except for the University's student volunteers described in Section 4.5, and shall be compensated directly by Contractor. Contractor shall consider University's employee policies and practices when establishing policies and practices for Contractor employees. Student employees on the Contractor's payroll shall be compensated at least at applicable Commonwealth of Virginia minimum hourly wage rate. The Contractor shall require employees to comply with all instructions, regulations, and codes of conduct as specified by the University. The Contractor's employees must comply with the University and the University policies as they relate to smoking on campus. The University is a drug-free environment. University shall provide Contractor with all University policies, including updates, so that Contractor can comply.

5.3 Personnel Obligations. Contractor shall withhold all applicable federal, state and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs, and shall file all required documents and forms.

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

5.5 Background Checks. The Contractor shall conduct pre-employment background checks in accordance with Section 9.8.

5.6 Contractor is not authorized to supervise any employee of the University who may provide support to the Services as provided under this Contract.

ARTICLE VI
PREMISES, SANITATION, EQUIPMENT,
MAINTENANCE AND INVENTORIES

6.1 University's Facility Obligations.

A. University shall be responsible to provide Premises and equipment for the Services, including, kitchen equipment, suitably furnished office space, fire extinguishing equipment. University shall also be responsible to provide at the Premises: electricity, gas, water and other utilities, ventilation, security through their onsite campus police department, telephone service via Zoom for which the Contractor shall be invoiced monthly by the University as defined below under B, broadband internet access, pest extermination and control, window cleaning (including exterior power washing as deemed necessary by the University), replacement of inoperable or worn equipment as mutually agreed, maintenance and repairs except in cases of negligence and misuse by Contractor employees, refuse removal from University- designated receptacles, painting and decorating. In addition, University shall open and maintain internet protocol and port connections necessary to operate time and attendance applications. University shall also be responsible for payment of real and personal property taxes on all University's property. Notwithstanding the foregoing, commencing July 1, 2028, Contractor shall provide an annual Maintenance Fund, as described under Section 7.7, for maintenance, repair and replacement of equipment.

B. University shall invoice Contractor monthly for the thirteen (13) Zoom telephone service lines it utilizes, as follows:

Voice Over Internet Protocol ("VOIP")	\$22.00 per line
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6.2 Condition of Premises and Equipment. The Premises and equipment provided by University for use in the Services operation shall be in good condition and maintained by University to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations). Any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of University and shall be at the University's expense. Contractor shall not be responsible for University's breach of the aforementioned obligations. Contractor shall make no changes to the Premises or equipment without express written agreement from University. The foregoing provisions shall survive the termination of this Contract.

The physical facilities, spaces and equipment made available to the Contractor under this Contract shall be used by the Contractor solely to provide food and beverage services for the University as set forth herein. Contractor is responsible for maintaining the use, operation and daily care of food service facilities and spaces, and the equipment in accordance with manufacturer specifications. Contractor accepts all facilities and equipment as is. The Contractor shall be required to keep all furniture, fixtures and equipment in good repair and condition and protect against misuse, loss, pilferage and destruction, ordinary wear and tear expected.

The obligations of the Parties are further defined under Exhibit D.

6.3 Sanitation. The Contractor is responsible for custodial services in all assigned food service facilities including loading docks, kitchen, service area and dining area floors, restrooms within dining facilities, service elevator, and entrances to dining facilities and shall at all times keep such food service facilities, spaces and equipment clean, properly scrubbed and mopped, and free from all debris or other hazardous conditions. Walls below shoulder height shall be free of dust, dirt and grime; surfaces that can be reached with an extended handle duster shall be kept free of lint and dust. The responsibilities of the Parties with respect to the usual and customary cleaning and sanitation of the Services areas of the Premises shall be as follows:

A. Food Preparation, Storage and Serving Areas. Contractor shall be responsible for housekeeping and sanitation in food preparation, storage and serving areas, including equipment, in such areas. University shall clean walls above 6' in height, ceilings, ceiling fixtures, clean air ducts and hood vent systems (per local ordinance).

B. Customer Dining and Traffic Areas. Contractor shall clean the floors, tables and chairs and wipe up spillage and breakage that occurs in dining areas during serving periods. The Contractor shall maintain, at all times, the University's food facilities in a clean and sanitary manner in accordance with all federal, state, and municipal laws, codes and regulations regarding the Food Service operations. The Contractor shall train all employees to follow a "clean-as-you-go" policy. The food facilities are subject to inspection by City, County, and State authorized health department officials, fire department, and other agencies relative to safety requirements. Contractor shall maintain clean and sanitary conditions in restrooms within dining areas, loading dock and offices used by Contractor.

C. Refuse. Contractor shall transport refuse to designated collection areas. Boxes shall be broken down and placed in recycling bin.

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

6.4 Equipment.

A. Food Service Equipment. Contractor and University have inventoried University's Food Service equipment. Upon termination of this Contract, Contractor shall surrender such inventory of equipment to University.

B. Capital Equipment. Except for Contractor's Investment set forth in Section 7.5, University shall provide capital equipment as mutually agreed between Parties for the Services. In the event University requests Contractor to purchase equipment on University's behalf for University's facility, and unless otherwise agreed upon in writing by both Parties, any equipment purchases made pursuant to this Section shall be invoiced to the University at the same invoiced amount paid by Contractor. Each invoice sent to the University shall be accompanied by a copy of the supplier's invoice as submitted to Contractor. These payments are separate from the financial arrangement detailed in Article VII. Contractor agrees existing capital equipment meets requirements for providing Food Services.

C. Equipment Failure. If University's dish machine equipment ("Machine") remains inoperative due to no fault of the Contractor's staff for up to one (1) week, the University will reimburse Contractor for the cost of the disposables used commencing the start of the second week and continuing until the Machine is operative. Contractor shall submit

documentation to University supporting the requested amount for reimbursement. If electrical or equipment failure causes loss of refrigerated or frozen products, and such loss is not found to be due to the negligence of the Contractor, Contractor shall submit to the University's Risk Management Officer a claim for the amount of the loss to be reimbursed by University. Included with the claim shall be a description of the cause, if known, for the loss and documentation to support the amount of the claim.

6.5 Maintenance. Except for negligence or misuse by Contractor, University shall, at University's expense, provide maintenance personnel and outside maintenance services, parts and supplies required to properly maintain the Premises.

6.6 Inventory of Smallwares and Expendable Equipment. University shall provide the initial inventory of Smallwares and Expendable Equipment. The Contractor shall reconcile all china (if any) and Smallwares annually owned by University and shall jointly agree to required inventory levels. If at any time Contractor is to provide additional Service(s), University shall be responsible to increase, at University's expense, inventory levels required for the additional Service(s). Contractor shall maintain the required inventory levels and charge the expense of replacements as an operating expense at Contractor's Invoiced Amount. All inventories, including replacements, shall be owned by the University.

Reconciliation of inventories shall be on an annual basis at the end of each University fiscal year. Smallwares for Catering shall be inventoried and reconciled annually. Subject to written approval by the University, any equipment not furnished by the University and deemed necessary by the Contractor must be provided and paid for by the Contractor.

The annual inventory of all Smallwares shall be submitted to the Contract Administrator. On the anniversary date of the Contract or the termination date of the Contract, a joint inventory of all equipment and Smallwares shall be taken.

6.7 Inventories of Food, Beverages, Goods and Supplies. Contractor shall purchase and own inventories of food, beverages, goods, merchandise and supplies. Upon termination or expiration of this Contract, University may purchase from Contractor, or may cause the successor contractor to purchase from Contractor, any remaining inventory at Contractor's Invoiced Amount.

6.8 Alcohol Inventory. Contractor shall purchase and own all alcoholic beverage inventory. Upon termination or expiration of this Contract, University may purchase from Contractor, or may cause the successor contractor to purchase from Contractor, any remaining alcoholic beverage inventory at Contractor's Invoiced Amount.

6.9 Vehicle. Contractor shall provide a vehicle for use in the Food Service. Contractor shall be responsible for the vehicle's gas, oil, maintenance, repair, and automobile liability insurance.

6.10 Management of Food Service Operations. The Parties shall adhere to the management of the Food Service operations as defined under Exhibit C.

6.11 Contractor Equipment. Contractor shall provide and own all computer equipment necessary to meet the requirements of this Contract. Subject to written approval by the University, any equipment not furnished by the University and deemed necessary by the Contractor must be provided and paid for by the Contractor.

ARTICLE VII
FINANCIAL ARRANGEMENTS

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

7.2 Resident Dining Program.

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

Meal Plan	Daily Rate
Eagle Meal Plan	\$14.05
225 Block Plan	\$12.50
150 Block Plan	\$11.49
85 Block Plan	\$9.11
30 Block Plan	\$3.10
30 Block Plan	\$3.10
5 Block Plan	\$0.54
5 Meals per Week Plan	\$4.51
3 Meals per Week Plan	\$2.52

1. Rates for the above Meal Plans are based on a required minimum of two hundred six and three tenths (206.3) meal plan days for each academic year, and a required minimum number of one thousand nine hundred sixty (1,960) meal plan participants on either the Eagle Meal Plan, 225 Block Plan, 150 Block Plan or the 85 Block Plan, which shall be based on the total average of the Fall and Spring semesters combined.

2. University shall be invoiced for the actual number of meal plan participants or the required minimum number of meal plan participants, whichever is greater, based on the required minimum number of meal plan days.

3. The above rates for all Meal Plans exclude the Flex Dollars associated with each Plan. Contractor shall invoice University weekly for any Meal Plan Flex Dollars redeemed in the Food Service operation in accordance with Section 7.4.

4. Changes to meal plan rates shall be in accordance with Section 9.29. University shall be invoiced in accordance with Section 9.42.

B. Summer Meal Plan rates. The following resident dining rates shall be in effect for the 2023-2024 academic year:

Meal Plan	Meal Plan Details
30 Block Summer	\$9.59
50 Block Summer	\$13.49

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

Breakfast:	1/2 of rate
Breakfast & Lunch:	2/3 of rate

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

University and Contractor shall mutually agree upon menu offerings and the number of stations opened during partial service days.

D. Guest Meals In Resident Dining Facilities. Prices for guest meals purchased in resident dining facilities shall be as follows, plus tax for cash and EagleOne purchases:

Meal	Flex Dollars	Cash/EagleOne
Breakfast	\$7.10	\$10.32
Lunch	\$9.80	\$14.66
Dinner	\$12.80	\$15.20
Saturday Brunch	\$12.50	\$14.66
Sunday Brunch	\$13.60	\$15.20
Premium	\$14.10	\$16.29

Effective November 1, 2023 through December 31, 2023 the door rate for faculty and staff shall be Six and 50/100 Dollars (\$6.50) (price inclusive of state and local taxes) for each meal, breakfast, lunch and dinner. Commencing January 1, 2024 the door rate for faculty and staff shall be Seven Dollars (\$7.00) (price inclusive of state and local taxes) for each meal, breakfast, lunch and dinner.

F. Academic and Holiday Breaks. For services not included in the resident dining rate, between semesters, commencement and the summer session, Contractor shall provide Food Service as mutually agreed upon. Declining balance plans are utilized, and the cost per meal is based on current door rates. With a minimum of fifty (50) students on the plan, dining venue(s) will be open based upon actual number of students on campus as coordinated between the Contractor and University Student Affairs. In the event a school break results in less than fifty (50) students, Contractor shall work with the University to develop a solution that meets the needs of all Parties.

G. Preseason Meals and Early Arrivals. Preseason meals for athletic teams and meals for Early arrival students shall be charged to University at the daily rate for the 150 Block meal plan, defined under Section 7.2.A above. The University will provide Sodexo with a minimum number of students one (1) week prior to the arrival date. This list will comprise the minimum student guarantee. Departments are billed directly through a Catering invoice.

H. Summer Camp/Conference Rates. For University-sponsored and third-party summer camps and conferences, Contractor shall provide Food Service at mutually agreed upon times and rates.

7.3 Retail Program. Contractor shall retain all cash receipts realized from the retail program and shall pay all operating expenses associated with the retail program. Any profit or loss shall be for Contractor's account.

7.4 Statements and Records. Contractor shall submit operating statements to University for each Accounting Period and shall maintain books and records in accordance with generally accepted accounting principles. The operating statements submitted by Contractor may reflect certain internal Charges and allocations which are applied on a consistent basis to Contractor's campus services accounts including, but not limited to, Charges for workers' compensation and general liability insurance based on the average manual rates for such

insurance in the geographic area of the Premises, and food and supplies at Contractor's Invoiced Amount with Contractor retaining allowances negotiated in its national and regional procurement contracts. Such operating statements shall include monthly and year-to-date actual and budgeted numbers for revenue and expenses during the Accounting Period.

7.5 Investments.

A. Previous Investment 1. Effective upon completion of Modification #7, dated October 23, 2015, Contractor provided University with Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000.00) ("Previous Investment 1"). Contractor shall provide a monthly accounting of the status of the amortization. Contractor shall provide University's Contract Administrator with monthly profit and loss statements that reflect line item revenues and expenses of the Panera operation. Based on actual operating statements, Contractor shall, at University's request, adjust, as needed, the amortization of Previous Investment 1. Working papers of Previous Investment 2 shall be shared with the University Contract Administrator and approved by the University prior to project commencement.

B. Previous Investment 2. Contractor provided funding up to Seven Hundred Ninety Five Thousand Dollars (\$795,000.00) for the build-out project to house and operate the Panera franchise ("Previous Investment 2"). Previous Investment 2 shall include a portion of the Charge for the services (approximately 10% of the overall Previous Investment 2) of the Contractor's Solution Center. Annually, Contractor shall provide accounting of the status of the amortization. Contractor shall provide University's Contract Administrator with monthly profit and loss statements that reflect line item revenues and expenses of the Panera operation. Based on actual operating statements, Contractor shall, at University's request, adjust, as needed, the amortization of Previous Investment 2. Working papers of Previous Investment 2 shall be shared with the University Contract Administrator and approved by the University prior to project commencement.

C. Previous Investment 1 and Previous Investment 2 shall be collectively referred to as the "Previous Investments". As of October 31, 2023, the total unamortized portion of the Previous Investments is One Million Six Hundred Twenty Four Thousand Four Hundred Thirty-Six Dollars (\$1,624,436.00). Contractor shall re-amortize the unamortized portion of the Previous Investments on a straight-line basis over fifteen (15) years, commencing November 1, 2023. Such amortization shall be charged as an operating expense of the Food Services operation. University shall own the Previous Investments, excluding proprietary equipment and signage utilized in the Branded Concepts operation.

D. Investment 1. Within forty-five (45) days after execution of this Contract, Contractor shall pay to the University an amount equal to One Million Dollars (\$1,000,000.00) ("Investment 1") to be used at University's sole discretion. Contractor shall amortize Investment 1 on a straight-line basis over fifteen (15) years, commencing with the date payment is made. Such amortization shall be charged as an operating expense of the Food Service. University shall own Investment 1, excluding proprietary equipment and signage utilized in the Food Service operation.

E. If prior to the complete amortization of any of the Investments under this Section 7.5 any of the following events occur:

- (i) this Contract expires or is terminated in whole or in part; or
- (ii) Contractor's Procurement Programs are no longer used at the direction of the University for the purchase of goods in connection with the Services provided under this Contract.

then, within ninety (90) days after receipt of a proper invoice from Contractor, University shall reimburse Contractor, for the unamortized portion of each Investment under this Section 7.5. Contractor shall de-identify, and remove any proprietary elements of any of the Investments under this Section 7.5.

7.6 Annual Support Funds. Commencing November 1, 2023 through June 30, 2024, and then commencing July 1, 2024 and each July 1st thereafter, provided this Contract remains in effect, Contractor shall accrue the following amounts over ten (10) months (July 1 through April 30), per year:

System Access/Blackboard Licensing Fees	\$10,659.00
Trash Removal	\$ 9,600.00
Friends Group and Great Lives Fund	<u>\$ 5,000.00</u>
Total	\$25,259.00

On or about June 30, 2024, and each June 30th thereafter, Contractor shall cut a check to the University for Twenty Five Thousand Two Hundred Fifty Nine Dollars (\$25,259.00). ("Support Funds") to be used for the specific purpose identified above. All checks issued to the University shall include clear purpose and allocation of funds. In the event this Contract expires or is terminated for any reason prior to June 30th of any year, Contractor shall pay to University a prorated portion of the Support Funds accrued through time of termination, and Contractor shall have no further obligation for future payments under this Section 7.6.

7.7 Annual Maintenance Fund. Commencing July 1, 2028, and each July 1st thereafter, provided this Contract remains in effect, Contractor shall accrue Thirty Thousand Dollars (\$30,000.00) over ten (10) months (July 1 through April 30), per year. On or about June 30, 2029, and each June 30th thereafter, Contractor shall cut a check to the University for Thirty Thousand Dollars (\$30,000.00) ("Maintenance Fund") to be used for maintenance of the Food Service operations. In the event this Contract expires or is terminated for any reason prior to June 30th of any year, Contractor shall pay to University a prorated portion of the Maintenance Fund accrued through time of termination, and Contractor shall have no further obligation for future payments under this Section 7.7.

7.8 Annual Student Funds. Commencing November 1, 2023 through June 30, 2024, and then commencing July 1, 2024 and each July 1st thereafter, provided this Agreement remains in effect, Contractor shall accrue the following amounts over ten (10) months (July 1 through April 30), per year:

Athletics	\$ 500.00
Student Activities Fund	\$ 2,500.00
Scholarship Contribution	<u>\$11,000.00</u>
Total	\$14,000.00

On or about June 30, 2024, and each June 30th thereafter, Contractor shall cut a check to the University for Fourteen Thousand Dollars (\$14,000.00) ("Student Funds") to be used for the specific purpose identified above. All checks issued to the University shall include clear purpose and allocation of funds by type. In the event this Contract expires or is terminated for any reason prior to June 30th of any year, Contractor shall pay to University a prorated portion of the Student Funds accrued through time of termination, and Contractor shall have no further obligation for future payments under this Section 7.8.

7.9 Presidential Catering Fund. Commencing November 1, 2023 through June 30, 2024, and then commencing July 1, 2024 and each July 1st thereafter, provided this Contract

remains in effect, Contractor shall provide in-kind catering services to University in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) ("Presidential Catering Fund") for each academic year. Funds shall be deducted as catered events are provided and a balance of the Presidential Catering Fund will be provided to University monthly. Any Catering Funds not used by the end of each academic year shall roll over to the next academic year. If the Contract is terminated for any reason, any remaining Presidential Catering Funds shall be retained by Contractor and Contractor shall have no further obligation with respect to this Presidential Catering Fund.

As of November 1, 2023, the available Presidential Catering Fund balance through June 30, 2024 is Six Thousand Nine Hundred Thirty-Eight and 96/100 Dollars (\$6,938.96). For clarification purposes, the aforementioned available Presidential Catering Fund balance is the remaining catering fund balance amount under the Previous Contract through September 26, 2023, carried forward under this Contract.

7.10 Swipe Out Hunger Program. Contractor shall participate in the Swipe Out Hunger nonprofit program committed to reducing food insecurity on college campuses. Contractor shall donate an amount equal to one meal swipe per meal plan participant on a residential meal plan per academic term, not to exceed one thousand nine hundred (3,800) meal swipes per academic year. Contractor will establish a "Meal Swipe Bank" to account for such meal donations, to be utilized toward meals for students in need, as determined by the Parties. Throughout the academic year, the Parties will mutually agree upon how donated meals will be allocated. In the event that any meals are not allocated within the academic year, the balance shall expire and shall be for Contractor's account. Any balance remaining in the Meal Swipe Bank upon expiration or termination of the Contract, shall be for Contractor's account.

7.11 Annual Athletics Banquet Sponsorship. Commencing November 1, 2023 through March 31, 2024, and then commencing April 1, 2024, and each April 1st thereafter, provided this Contract remains in effect, Contractor shall accrue Six Thousand Dollars (\$6,000.00) per year. On or about March 31, 2024, and each March 31st thereafter, Contractor shall cut a check to the University for Six Thousand Dollars (\$6,000.00) ("Athletics Banquet Sponsorship") to be used for "Hall of Fame Dinner". In the event this Contract expires or is terminated for any reason prior to March 31st of any year, Contractor shall pay to the University a prorated portion of the Athletics Banquet Sponsorship accrued through time of termination, and Contractor shall have no further obligation for future payments under this Section 7.11.

7.12 Meal Tickets. Commencing November 1, 2023 through June 30, 2024, and then commencing July 1, 2024 and each July 1st thereafter, provided this Contract remains in effect, Contractor shall deliver one hundred (100) meal tickets to University to be used for prospective students for the upcoming academic year. Such meal tickets are only valid in the academic year tickets were provided. In the event this Contract expires or is terminated for any reason prior to the beginning of any academic year, Contractor shall have no further obligation under this Section 7.12.

7.13 Complimentary Meals. Commencing November 1, 2023 through June 30, 2024, and then commencing July 1, 2024 and each July 1st thereafter, provided this Contract remains in effect, Contractor shall provide seventeen (17) complimentary Eagle Meal Plans, per academic year, for University to use at its sole discretion. Unused meals shall roll over from the Fall semester to the Spring semester. Any unused meals remaining at the end of the Spring semester shall be forfeited and Contractor shall have no further obligation under this Section 7.13.

7.14 Operating Budget. Board rates will be set by the University. On or before

November 1st of each year, the Contractor shall submit to the University Contract Administrator a complete budget for each unit, by month, with estimated sales, food costs, revenues, and expenses for the University's next Fiscal Year. The Contractor and University will meet to review the budget annually with the intent of agreeing on an operating budget for the upcoming year. All operating budgets are subject to approval by the University.

7.15 Annual Fixed Commissions. Commencing November 1, 2023 through June 30, 2024, and then commencing July 1, 2024 and each July 1st thereafter, provided this Contract remains in effect, Contractor shall accrue the following amounts ("Fixed Commission") per year:

Fixed Commission Accrual Timeframe	Fixed Commission Accrual Amount	Fixed Commission Payment Date
11/1/23 - 6/30/24	\$17,076.50	6/30/24
7/1/24 - 6/30/25	\$39,288.50	6/30/25
7/1/25 - 6/30/26	\$76,341.00	6/30/26
7/1/26 - 6/30/27	\$83,377.50	6/30/27
7/1/27 - 6/30/28	\$91,303.00	6/30/28
7/1/28 - 6/30/29	\$105,994.00	6/30/29
7/1/29 - 6/30/30	\$114,083.50	6/30/30
7/1/30 - 6/30/31	\$123,087.50	6/30/31
7/1/31 - 6/30/32	\$132,490.50	6/30/32
7/1/32 - 6/30/33	\$142,310.50	6/30/33
7/1/33 - 6/30/34	\$146,372.00	6/30/34
7/1/34 - 6/30/35	\$150,555.00	6/30/35
7/1/35 - 6/30/36	\$156,948.60	6/30/36
7/1/36 - 6/30/37	\$163,956.00	6/30/37
7/1/37 - 6/30/38	\$171,251.10	6/30/38

On or about June 30, 2024, and each June 30th thereafter, Contractor shall cut a check to the University for the current year's Fixed Commission payment as outlined in the chart above. In the event this Contract expires or is terminated for any reason prior to June 30th of any year, Contractor shall pay to University a prorated portion of the Fixed Commission accrued through time of termination, and Contractor shall have no further obligation for future payments under this Section 7.15.

7.16 Tax Exempt Bond Financing. The Parties acknowledge that the financial arrangement under this Contract shall align with IRS Rev Proc 2017-13.

7.17 Previous Contract Financial Contributions. Any financial obligation under Article VII of this Contract shall be prorated for any financial obligation provided to University for the timeframe July 1, 2023 through October 31, 2023 under the Previous Contract.

ARTICLE VIII

MANDATORY COMMONWEALTH OF VIRGINIA

GENERAL TERMS AND CONDITIONS

8.1 General Terms and Conditions. The following terms and conditions shall apply to all procurements as required by Commonwealth of Virginia Law or University policy for goods and services. These terms may be negotiable only through the University's legal counsel:

A. Anti-Discrimination. By submitting their bids or proposals, bidders or offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://adminfinance.umw.edu/procurement/>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (§6 of the Rules Governing Procurement).

In every contract over \$10,000, provisions 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Under no circumstances shall Contractor permit a request or suggestion by a client to place a particular employee in an account to override Contractor's nondiscrimination policy.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

d. If the Contractor employs more than five employees, the contractor shall:

i. provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and

ii. post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. Applicable Laws and Courts. This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. Assignment of Contract. A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

D. Audit. The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for at least five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Agency, its authorized agents, and/or State auditors shall have full access to, and the right to examine any of said materials during said period.

E. Availability of Funds. It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.

F. Debarment Status. By submitting their bids or proposals, bidders or offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. Ethics in Public Contracting. By submitting their bids or proposals, bidders or offerors certify that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder or offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal, and that they have not conferred with any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

H. Eva Business-To-Government Vendor Registration, Contracts, and Orders. The Eva Internet electronic procurement solution, website portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The Eva portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the Eva Internet eProcurement solution by completing the free Eva Vendor Registration. All bidders or offerors must register in Eva and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. Effective July 1, 2014, the Vendor Transaction Fees are:
 - a. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - b. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases)

will be handled through purchase order changes.

I. Immigration Reform and Control Act of 1986. By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

J. Nondiscrimination of Contractors. A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

K. Precedence of Terms. These Mandatory General Terms and Conditions and the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. Price Currency: Unless stated otherwise in the solicitation, bidders or offerors shall state bid or offer prices

ARTICLE IX SPECIAL TERMS AND CONDITIONS

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

The University will not be responsible in any manner for loss or damage to the Contractor's stored supplies, materials, or equipment or for any of the Contractor's employees' personal belongings brought onto the Premises, except when (i) such loss or damage arises due to the negligence or willful misconduct of the University, its agents or employees; and (ii) in accordance with Section 6.4, Subsection C.

9.2 Additional (Future) Goods & Services. The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the

Contract. Newly introduced additional Services will be provided to the University at market-based pricing, terms, and conditions as mutually agreed between the Parties. Adjustments to the financial arrangement set forth in this Contract shall be in accordance with Section 9.5 and shall be mutually agreed between the parties to reflect the additional good and/or services requested by the University.

9.3 Audit of Facility. The Contractor shall keep accurate, complete and current records of all revenues and expenses in connection with the operation of the food facility. Such revenues and expenses shall be supported by cash register tapes, invoices, sales slips, bills, vouchers, payroll records, purchase orders, and other pertinent records that, under recognized accounting practices contain information bearing upon or relating to cost, income, Gross Sales, or profits. This information shall be available for five (5) years subsequent to the Contractor's Fiscal Year for inspection on University Premises by the University during regular working hours and shall be subject to audit by the University or its agents at any reasonable time at no cost. For clarification purposes, the scope of any such audit shall be limited to the books, documents and records pertaining solely to this Contract entered into by the Parties.

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

In addition, if any of the duties of this Contract are carried out through a Subcontract with a related organization, with a value or cost of \$10,000 or more over a twelve (12)-month period, access is similarly required to the Subcontractor's books, documents, and records related to the rendering of these services. Such Subcontract shall be in writing and shall contain a similar access clause to that herein. Within ninety (90) days after execution of this Contract, Contractor will be required to amend all existing subcontract agreements as the aforementioned audit rights of University is not included in the subcontract agreement.

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

- a) Service quality
- b) Food quality, presentation, merchandising
- c) Sanitation practices and conditions
- d) Personnel appearance
- e) Training program techniques, training schedules, and records
- f) Safety conditions

A report as a result of the financial and operational audits will notify the Contractor of conditions needing correction or improvement Contractor will have twelve (12) days from the date written notification is received by Contractor to respond and address corrections of any and all deficiencies.

9.4 Cancellation of Contract.

A. Termination without Cause. Either party reserves the right to cancel and terminate this Contract, in part or in whole, without Cause and without penalty, upon no less

than three hundred (300) days' prior written notice to the other Party. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation through the effective date of Contract termination. Contractor shall not be entitled to, and hereby waives claims for lost profits.

B. Termination for Cause. If either party breaches a material provision hereof ("Cause"), the non-breaching party shall give the other party notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure to make payment when due or thirty (30) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specific period, the party giving notice shall have the right to terminate the Contract upon expiration of such remedy period unless an extension to the expiration date is mutually agreed.

C. In the event this Contract is terminated or expires, the responsibility for Catering events that are scheduled prior to the date of Contract Termination or expiration, for a date that occurs after the Contract Termination date or expiration, shall be the responsibility of the successor contractor. Contractor shall not be responsible for any liability relating to Catering scheduled after Contractor's final day of operation under this Contract.

9.5 Changes to the Contract. Changes can be made to the Contract in any of the following ways:

A. The Parties may agree in writing to modify the scope and or terms of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the Parties as a part of their written agreement to modify the terms of the Contract, signed by an authorized signatory. Email correspondence shall not qualify as a written document signed by an authorized signatory.

B. The University may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as the scope of services to be performed, assumptions listed under number B.4 below, utilization of Contractor's Procurement Programs, University's student population; labor; food and supply costs and Charges; applicable taxes, applicable laws, University's policies and practices; and terms of Contractor's collective bargaining agreement, any change in the use of disposables (i.e., from non-biodegradable products to biodegradable products), use of specialty products (e.g., use of locally produced products or supplies, organic products, etc.), and additional management/resource personnel to conduct a specific function unrelated to the Services, and such change or request results in an increase or decrease in costs, Charges or expenses to Contractor.. The Contractor shall comply with the notice upon receipt. The Contractor's financial terms and other obligations assumed by Contractor hereunder shall be renegotiated on a mutually agreeable basis as the result of such order. Said renegotiations shall be determined by one of the following methods:

1. By mutual agreement between the Parties in writing signed by an authorized signatory; or

2. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the University's right to audit the Contractor's records and/or to determine the correct number of units independently; or

3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred. A markup for overhead and profit may be allowed if provided by the

Agreement. The Contractor shall present the University with all vouchers and records of expenses incurred. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the financials or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the University or with the performance of the Contract generally.

4. Assumptions. The financial terms of this Contract are based on the following assumptions:

- i. Population not less than 1,960 meal plan participants, based on the total average of the Fall and Spring semesters combined, on a meal plan described under Section 7.2.A.
- ii. Board Operating days: 206.33
- iii. Summer Operating days: 45
- iv. Hours of Operations: As defined under Exhibit B.

In the event of a change in assumptions, the financial terms of this Contract shall be subject to adjustment including, but not limited to the adjustment to the terms and conditions of Contractor's Investment and annual Fixed Commission.

9.6 Confidentiality of Personally Identifiable Information. The Contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students or others will be collected and held confidential, during and following the term of this Contract, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and promptly notify the University of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractor shall address any security breach in accordance with the Hosted Technology Services Addendum as incorporated within Exhibit E of this Contract. Contractors and their employees working on this project may be required to sign a confidentiality statement.

9.7 Continuity of Services.

A. The Contractor recognizes that the services under this Contract are vital to the University and must be continued without interruption and that, upon Contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:

A. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;

B. To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and

C. That the University Contracting Officer shall have authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

B. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Agreement. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

9.8 Contractor Employee Requirements – Background Screens: The Contractor shall ensure that its employees, excluding student employees, have undergone background screening and possess all necessary qualifications to comply with the terms of this Contract, including, but not limited to all terms related to data and intellectual property protection and physical protection and safety of students, faculty and staff. To this end, all Contractor staff considered for full-time or part-time employment on any property owned, leased or otherwise acquired by University, shall undergo a background screening, excluding student employees, the cost of which shall be incurred by the Contractor, after an offer has been extended, and prior to commencement of work on any University property. If Contractor employs the use of a staffing company to provide seasonal or temporary labor at any point during any term of the Contract, including optional renewals, background screening shall be performed by Contractor's contractor to the same extent as for any full-time or part-time Contractor staff.

A. The results of background checks shall be directed solely to the Contractor, including any criminal convictions. Consideration shall be given to the relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, campus and Contractor, and any other circumstances deemed relevant to the final determination of whether to employ or retain the employee. Conviction information shall be maintained as confidential to the Contractor. If a conviction is found to be relevant to the role and the decision is made not to proceed, the Adverse Action Process shall be commenced, in accordance with the Fair Credit Reporting Act.

B. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, University reserves the right to approve or disapprove any contract employee that will work on University property. Such request shall be in writing and state the reason. Such reason must be for good cause, and not violate Contractor's personnel policies or applicable state and federal laws. Disapproval by the University will solely apply to University property and should have no bearing on the Contractor's empowerment of an individual outside of University.

C. University reserves the right to audit Contractor's background Check process at any time, upon no less than thirty (30) days advance notice.

D. To the extent not prohibited by the collective bargaining agreement, all Contractor employees shall have a duty to self-disclose any felony or job-related criminal conviction(s) occurring while assigned to the University campus. Such disclosure shall be made to the Contractor.

E. Screens shall include:

1. Nationwide Criminal Database Search; which shall include Social Security Number search, address history, legal name and alias, including for job-related criminal history

- results
2. DOJ Sex Offender Search and individual evaluation of
 3. County Criminal Search for all identified counties.

9.9 Damages, Injuries, and Thefts. Damages/Injuries: The Contractor shall give the University and the University Police Department immediate notification and follow such report with prompt written notice of any fire, damage, or vehicle accident occurring to the Premises, and a copy of all notices received of any third party claim for bodily injury occurring within any building. The Contractor shall notify the Contract Administrator of any report filed with the University Police Department.

Additionally, the Contractor shall report urgent and emergency situations to the appropriate University contact as follows: For the following urgent issues related to 1) the walk-in refrigeration or freezer units, and 2) the 4th floor dishwasher in the University Center, the issue shall first be reported to the following by phone:

- During University business hours (8:00 a.m. - 5:00 p.m., Monday through Friday) call Facilities Services at (540) 654-1047.
 - Outside of University Business hours, urgent issues may be reported by phone call (not text) to the CMMS Administrator at (540) 654-2094.
 - If the CMMS Administrator is unavailable at the number above, urgent issues may be reported by phone call to the Director of Maintenance Services at (703) 595-5585.
- Upon completion of a call reporting urgent equipment repair needs, the reporting party or designee with an understanding of the issue must enter a work order into the SchoolDude as described for non-urgent issues.
- Any water leak, flooding, gas or electrical problem is an emergency and should be reported immediately as follows:
 - During business hours, Facilities Services shall be contacted by telephone at (540) 654-1047. The reporting party or knowledgeable designee must submit a work order in SchoolDude as soon as it is safe to do so.
 - Outside business hours, the University Police shall be contacted at (540) 654-1025. The University PD will summon assistance and submit the requisite work request.

9.10 Vandalism and Thefts. Where vandalism or thefts occur to the Contractor's machines, equipment or operations, it shall be the sole responsibility and liability of the Contractor to insure, repair or replace damaged or stolen equipment at the Contractor's expense. All vandalism shall be reported to the University Contract Administrator and University's Police Department immediately upon discovery.

9.11 Default. In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice and after Contractor's remedy period to cure any default defined under Section 9.4, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

9.12 Delivery and Storage. It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving, and storing materials associated with the Contractor's Food Service operations.

9.13 Drug-Free Workplace. During the performance of this Contract, the Contractor agrees to (i) provide a drug free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

9.14 Environmental Liability. Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or release of hazardous substances, including, but not limited to, the cost of any clean-up activities, removals, remediations, responses, damages, fines, administrative or civil penalties or charges imposed on the Contractor, whether because of actions or suits by any government or regulatory agency or by any private party, with respect to the purchase, use, storage, transportation, handling or disposal of hazardous materials brought on the campus by Contractor and arising out of or relating to any violation of any federal, state, or local standards, requirements, law, statutes, regulations or the law of nuisance caused solely by Contractor's action or inaction (or by its agents, officers, employees, subcontractors, consultants, sub-consultants, or any other persons, corporations or legal entities employed, utilized or retained by Contractor) in the performance of Contractor's obligations under this Contract shall be paid by the Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.

9.15 Emergency Response Notification. In the event of a local, state, or national emergency, the Contractor shall submit to the University its current updated emergency policies and/or procedures if any personnel are to be performing work on University grounds. In addition to any specific guidelines established by the University for any current or ongoing emergency, all guidelines established by the Commonwealth of Virginia, OSHA, the CDC and any other regulatory agency shall be followed. It is the responsibility of the Contractor to remain updated regarding any current University emergency policies and procedures.

9.16 E-Verify Program: Effective 12/1/2013. Pursuant to the Code of Virginia, §2.2-4308.2., any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

9.17 Fair Employment Contracting Act. In accordance with § 2.2-4201, during the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the Contractor has contracts of over \$10,000.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that such Contractor is an equal opportunity employer. However, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this chapter.

C. If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

The Contractor shall include the provisions of subdivisions 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that such provisions shall be binding upon each subcontractor or vendor.

9.18 Fiscal Year Processing. The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services, except as defined under Section 7.5.E.

9.19 Force Majeure. Neither Contractor nor University shall be liable for failure to perform its respective obligations under this Contract when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, vandalism, war, riot, sabotage, pandemic, epidemic, acts of terrorism, weather and energy related closing, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Services when such third parties are experiencing a force majeure event, or like causes beyond the reasonable control of either Party, or for real or personal property destroyed or damaged due to such causes. The affected Party who believes it is prevented from carrying out its obligations under this provision shall give immediate written notice, including plans on how best to resolve such force majeure event, as provided in Section 9.26.

9.20 Fraternization. The University is entrusted with the safety of all University community members at all times while on campus grounds. Any behavior by any Contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the Contractor's employee from University property. Upon receipt of the written request by the Contract Administrator or designated representative, Contractor shall address the situation in accordance with Contractor's personnel policies, collective bargaining agreement, and shall validate such written request does not violate any applicable state or federal laws. In no circumstance shall Contractor invite the employee to return to University's property. Contractor's policy is to strongly discourage Contractor employees from establishing inappropriate social or romantic relationships with clients and customers. This policy, however, does not prohibit a Contractor employee who is a student from entering into a relationship with another student. In addition, this policy is not intended to prevent managers from socializing, in

an appropriate manner, with officials, clients, or students in the interest of maintaining positive business relationships.

9.21 Garbage Removal & Recycling. All trash collected by the Contractor must be removed by the Contractor at the time of collection, separated according to classification, and sent to areas designated by the Contract Administrator with costs paid to University in accordance with Section 7.6. All articles and/or material designated as trash must be removed to designated areas as requested, in containers approved by the University. The Contractor shall list these costs as operating expenses. Contractor is to use University approved waste disposal containers.

Contractor shall support the University's Sustainability initiatives by:

- a. Committing to the University's single use-plastic phase-out program.
- b. Recycling, including fryer oil in all locations.
- c. Utilizing compostable greenware or paper products for take-out orders.
- d. Supporting the University's Food Recovery program.
- e. Purchasing and maintaining energy efficient and environmentally-friendly kitchen appliances.
- f. Committing to a tray-less dining hall.
- g. Implementing reasonable containers for beverages and to-go food boxes provided with Catering, where practicable.
- h. Phase out wherever possible purchase and distribution of single use plastics across all campuses.
- i. Phase out bag-free stores as applicable

9.22 Hazardous Waste. Employees handling hazardous waste must be trained in the handling of hazardous wastes and universal waste. The Contractor shall properly arrange and dispose of said waste streams for materials brought on the campus by Contractor, and the costs of disposable are to be borne by the Contractor

9.23 Indemnification. Except as otherwise expressly provided in this Contract, Contractor shall defend, indemnify, and hold University harmless from and against all third party claims, liability, loss and expenses, including reasonable costs, collection expenses and attorney's fees incurred, to the extent arising from the negligent acts or omissions of Contractor, its agents or employees in the performance of its obligations under this Contract. This provision shall not extend to the liability of University arising from its own acts of negligence or omissions. Notwithstanding anything to the contrary set forth in this Contract, with respect to property damage, each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description. This clause shall survive termination of this Contract. Nothing contained herein shall constitute a waiver of the sovereign immunity of the University or the Commonwealth of Virginia

9.24 Independent Contractor Relationship. In performing any and all of the Services to be provided under this Contract, the Contractor shall at all times and for all purposes be and remain an independent contractor. In no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the Services, have authority to make any representations or commitments on behalf of the University or be considered the agent of the University for any purpose whatsoever. No persons engaged by the Contractor in connection with the provision of Services shall be considered employees of the University. As between the Parties, the Contractor shall be responsible for hiring, supervising, training and instructing those individuals performing the services and shall pay any required state and federal taxes on behalf of such persons and provide them with any legally required employee benefits. Nothing in this Contract shall be deemed to create a partnership, agency, joint venture or landlord-tenant relationship.

9.25 Non-Assignment. Neither Party shall assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party.

9.26 Notices. Any official legal notice, demand, request, consent, approval or communication required by this Contract to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be served personally, delivered by courier or a nationally recognized overnight delivery service, or sent via certified mail, return receipt requested. Any unofficial notices or communications may be sent via electronic mail.

If to the University:
University of Mary Washington
Attn: Procurement Services
Eagle Village Executive Offices, Suite 480
1125 Emancipation Hwy.
Fredericksburg, VA 22401

If to the Contractor:
The Wood Company
Attn: Mark J. Watkins
COO, Campus North America
1292 Forsythe Avenue
Columbus, Ohio 43201

and: The Wood Company
Attention: Law Department
9801 Washingtonian Boulevard
Gaithersburg, Maryland 20878
Email: SodexoLawDept.USA@sodexo.com

and/or to such other persons or places as either of the Parties may hereafter designate in writing. With respect to any written notice or communication transmitted by University to Contractor's Law Department in accordance with this Section 9.26, University may, as an additional notification, use the email address set forth herein. Email notification shall not be used as an alternative to written notice served personally, delivered by courier or a nationally recognized overnight delivery service, or sent by United States certified mail, postage prepaid with return receipt requested. All such notices shall be effective when received or refused, except in the case of overnight delivery by a nationally recognized delivery service in which case notice shall be effective the day after deposit with the delivery service.

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

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

Any change to Contractor's bank account associated with U.S. electronic wire or ACH payments shall be made to the Virginia Department of Accounts ("VDOA"). The website to the VDOA is accessed via the following address: <https://www.doa.virginia.gov/reference.shtml#edi>

9.27 Operating Vehicles on University Campus. Operating vehicles on sidewalks, plazas and areas heavily used by pedestrians is prohibited unless authorized in writing by the University.

9.28 Ownership of Materials. Any University furnished materials, including but not limited to reports, analyses, data, etc., shall remain the property of the University. All such items and materials shall be delivered to University in usable condition after completion of the work, and prior to submission of the final invoice for payment. University Operating Manuals, procedures, or other documents written by University for carrying out Contract Services will remain property of the University once the Contract is closed. All Contractor Proprietary Materials and Trade Secrets provided to University shall be expressly identified as such in writing, and shall meet the requirements of Code of Virginia, § 2.2-4342F. University shall not be held responsible for dissemination of Proprietary Materials, or Trade Secrets that are not clearly identified in writing.

A. During the term of this Contract, Contractor may grant to University a non-exclusive right to access certain proprietary materials of Contractor, including menus, signage, Food Service survey forms, software (both owned by and licensed to Contractor), and similar items regularly used in Contractor's business operations ("Proprietary Material"). In addition, University may have access to certain non-public information of Contractor's, including, but not limited to, recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, surveys and studies, and similar compilations regularly used in Contractor's business operations ("Trade Secrets"). For the avoidance of doubt, all menus, signage, Food Service survey forms, software (both owned by and licensed to Contractor), recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, and surveys and studies provided by Sodexo in the course of providing the Food Service are hereby identified as Proprietary Materials and Trade Secrets of Sodexo. Trade Secrets shall not include (i) any information which at the time of disclosure or discovery or thereafter is generally available to and known by the public or the relevant industry (other than as a result of a disclosure directly or indirectly by University, or (ii) any information which was available to University on a non-confidential basis from a source other than Contractor, provided that such source was not bound by an agreement prohibiting the transmission of such information, or (iii) any information independently developed or previously known without reference to any information provided by Contractor.

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

C. Without limiting the foregoing, University specifically agrees that all software associated with the operation of the Food Service, with the exception of Transact and Transact Cloud POS, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to Contractor and not University. Furthermore, the University's access or use of such software shall not create any right, title interest, or copyright in such software, and University shall not retain such software beyond the termination of this Contract. Data processed by the software shall remain the property of Contractor; however, at University's request, upon termination or expiration of this Contract Contractor shall provide University with a copy of the data processed by such software in a format to be mutually agreed upon by the parties.

D. The provisions set forth in this Section 9.28 shall survive termination or

expiration of this Contract.

E. Notwithstanding the foregoing, nothing in this Section or the Contract shall be deemed to require the University to refuse to disclose or otherwise seek to protect any information that is subject to the mandatory disclosure requirements of the Virginia Freedom of Information Act, §§ 2.2-3700 *et seq.*, of the Code of Virginia (1950), as amended.

9.29 Price Escalation.

A. Meal Plan Rates. Commencing July 1, 2024, and annually thereafter, the meal plan rates shall be negotiated based on the information provided within the rate negotiation tool spreadsheet, attached hereto as Exhibit F. On or about December 1, 2023, and then each November 1st thereafter, Contractor shall submit to University the rate negotiation tool spreadsheet reflecting the proposed overall percentage increase in meal plan rates. Upon mutual agreement of the Parties, the final agreed meal plan rates shall be effective July 1, 2024, and each July 1st thereafter.

B. Other Meal Rates. Commencing with the 2024-2025 academic year, and each academic year thereafter, the other meal rate(s) shall be increased, at a minimum, as follows:

1. Non-nationally recognized Branded Concepts and other meal rates. On or about July 1, 2024, and each July 1st thereafter, Contractor shall submit to University the requested percentage increase for all non-national Branded Concepts and other meal rates. Upon mutual agreement of the Parties, such increases shall be effective at the beginning of each academic year.

2. Nationally recognized Branded Concepts rates. All nationally recognized Branded Concepts menu prices shall be increased as mandated by nationally recognized Branded Concepts, throughout the academic year.

C. The financial arrangement set forth in this Contract shall be adjusted to reflect additional costs incurred by Contractor (i) in connection with the implementation of any local, state, or federal legislation or other legal requirements, including, but not limited to, the requirements found of the Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act of 2010; (ii) increases in benefit costs paid by Contractor on behalf of covered employees, including, but not limited, to, certain paid leave as mandated by applicable federal, state or local laws, or (iii) changes to the collective bargaining agreement. The adjustment to the financial arrangement shall be effective from the date the events or (i), (ii), and/or (iii) occur or take effect.

9.30 Prime Contractor Responsibilities. The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

9.31 Product Availability/Substitution. Substitution of a product, brand, manufacturer, or retail concept after the award of contract is expressly prohibited unless approved in writing by the University's Procurement Services Department. The University may, at its discretion, require the contractor to provide a substitute item of equivalent or better-quality subject to the approval of the University, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.

9.32 Renewal of Contract. This Contract may be renewed upon mutual agreement of the Parties, under the terms and conditions of the original contract, as amended, including any financial adjustments in accordance with Section 9.5.. Price increases may be negotiated only in accordance with Section 9.29. Written notice of the University's intention to renew shall be given approximately three hundred (300) days prior to the expiration date of each contract period.

9.33 Prior Notice of Impending Labor Disputes. Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of work under the Contract, the Contractor shall immediately give notice thereof to the Contract Administrator along with Contractor's plan for continuity of operations for the Services.

9.34 Employee Access. The Contractor shall furnish in cooperation with the Contract Administrator its personnel with identification required for entrance to or exit from the described Premises during normal work hours. It shall be the responsibility of the Contractor to return employee identification within one day of the employee's departure for personnel no longer employed at the facility or for employees removed from the Premises at the request of the Contract Administrator.

University may issue its ID card to the General Manager if access to buildings is deemed necessary. This ID, if issued, will be valid only during his/her assignment at the University. The University also may revoke this privilege at any time without notification. Contractor may request an ID card through UMW's Department of Business Services.

A. The Contractor shall have the responsibility for determining that all appropriate equipment and lights have been turned off and appropriate doors locked at the close of operation within the food and beverage spaces. Contractor shall inform University of any issues with equipment, lights and locks not working properly, in which University shall have the responsibility to repair and/or replace. Contractor shall also secure all areas under the Contractor's Food Service facilities and spaces during hours of operation, except in cases where Contractor is unable to secure the areas after Contractor has informed University of equipment, lights and/or locks not working properly. The University shall issue all necessary keys to the Contractor. Any loss due to non-compliance will be the sole cost, not reimbursable by the University, of the Contractor.

B. Fire Safety and Compliance: University shall be responsible to assure compliance with all Virginia State, federal and international fire codes (including, but not limited to the 2006 International Construction Code (ICC), 2006 International Fire and Building Codes (IFC, IBC) governing the dining facilities and operations, including building structural and building engineering systems. Contractor shall assure that all Contractor employees shall comply with all University and Virginia State rules and regulations regarding fire safety, including but not limited to fire safety training and education and fire safety inspections. Further, Contractor shall be liable for payment of any fines levied to the University to the extent resulting from Contractor's staff failure to comply with Virginia State fire codes.

C. The provisions of all rules and regulations regarding safety as adopted by the Safety Codes Board of the Commonwealth of Virginia issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, or any updates, shall apply to all work under this Contract. The Contractor shall provide a copy of his/her company safety plan and appropriate material safety data sheets to the University's Safety and Environmental Health Office upon request. Submitted material shall be maintained current during the term of the Contract. At the discretion of the University, Contractor personnel may be required to attend a

safety orientation briefing to be conducted by the University at a location selected by the University prior to performing work at the University.

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

9.35 Severability. If any term or provision of this Contract is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Contract, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth, so long as the removal or unenforceability of such provision does not materially affect the economic or legal rights, interest or intentions of the Parties. If such removal or unenforceability does materially affect the economic or legal rights, interest or intentions of the Parties, then the Parties shall negotiate in good faith to amend this Contract so as to maintain the original intent of the Parties as closely as possible. If the Parties are unable to reach agreement within sixty (60) days after the issue is first raised by either Party, then the affected Party (or either Party if both Parties are affected) may terminate this Contract upon written notice to the other Party.

9.36 Standards of Conduct in the Workplace. The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment.

http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1_80.html. Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

9.37 Theft & Loss Liability. The University will not be responsible for any of the Contractor's internal losses or thefts, and any such costs associated with losses must be borne solely by the Contractor, except as outlined under Section 6.4, Subsection C.

9.38 Taxes. Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

9.39 Title IX. Educational institutions that receive federal financial assistance are covered by Title IX of the Education Amendments of 1972. In compliance with Title IX, the University of Mary Washington prohibits discrimination in employment as well as in all programs and activities on the basis of sex. The University of Mary Washington's Policy on Sexual and Gender Based Harassment and Other Forms of Interpersonal Violence can be found at:

<https://diversity.umw.edu/title-ix/prohibited-conduct-policy/>

9.40 Work Site Damages and Protection of Persons and Property. The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and the public. Any damage, including damages to existing utilities,

equipment, or finished surfaces, resulting from the performance of this Contract shall be repaired to the University's satisfaction at the Contractor's expense.

9.41 Controlling Version. The Adobe PDF version of the Contract to be issued by the University of Mary Washington Procurement Services for electronic signatures and shall be the controlling version of the fully executed Contract. Any modification and/or additions to the Contract shall be issued by the University Procurement Services and signed by an authorized signatory of the Parties.

9.42 Payments to Contractor. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract.

- A. Invoice Format. All invoices shall identify, at a minimum, the following:
 - a. University's contract number and/or purchase order number
 - b. Contractor's Federal Employer Identification Number
 - c. Number of meal plan participants (as applicable)
 - d. Number of operating days (as applicable)
 - e. Daily rate per meal plan (as applicable)
 - f. Documentation of detail supporting all invoice totals

B. Payments to Contractor may be sent electronically to a bank designated by Contractor, paid by credit card for Catering only, or paid by check.

For electronic payments, Contractor shall be responsible for contacting the Commonwealth of Virginia Department of Accounts ("VDOA") to establish electronic payments. The web address to the VDOA site, current as of the effective date of this contract is:
<https://www.doa.virginia.gov/reference.shtml#edi>

C. Meal Plan Billing. Contractor shall submit invoices to University at the end of each week for the resident dining program based on the number of meal plan participants for the period. Contractor shall submit all other billings, including athletic meal tickets, to University at the end of each Accounting Period. Invoices shall be paid within sixteen (16) days after receipt of an invoice by the University. Billing week for meal plans begins with Saturday breakfast and ends with Friday dinner. The Contractor shall not hold the University responsible for serving food to a student after it has been notified by the University in writing that the student has withdrawn from the meal plan.

D. Flex Dollars. Contractor shall submit invoices to University at the end of each week for Flex Dollars redeemed in the Food Service operations from Saturday morning through Friday evening of each week. Payment shall be due within sixteen (16) days after receipt of an invoice by the University.

E. Catered Events. University shall pay Catering event invoices within forty-five (45) days from the receipt of an invoice by the University. Contractor shall invoice University departments for Catering services provided, and provide weekly copies of all University catering invoices to University Business Services.

F. Payment shall not be considered late if due to a disagreement between the University and Contractor regarding the quantity, quality or time of delivery of goods or services or the accuracy of any invoice received for the goods and services. Within seven (7) days of receipt of an invoice, University shall notify Contractor, in writing, of each line item it is disputing on an invoice and the reason for the dispute. Notwithstanding the foregoing,

University shall pay all undisputed line items on any invoice in accordance with this Section 9.42. Contractor shall research University's raised concerns and respond back to University, within seven (7) days, confirming accuracy of invoice line items, or issuing a subsequent invoice for any line item adjustments needed. University shall pay all confirmed validated line items originally disputed, or all correct line items adjustments within ten (10) days after receipt of new invoice marked as revised.

G. Upon termination of this Agreement, all University approved invoiced outstanding amounts, shall become due and payable within sixty (60) days of the termination date.

H. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.

I. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

J. University shall pay interest on any unpaid amount not paid when due in accordance with the Virginia Prompt Payment Act. Contractor shall invoice University for any interest owed.

9.43 Cooperative Procurement/Additional Users – Use of Contract by Third Parties. It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor. Use of this Contract does not preclude any participating entity from using other agreements or competitive processes.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this Contract. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Contract no matter the circumstances.

The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spend among all entities accessing the contract. A plan for extending deeper discounts among all contract participants will be requested during negotiations.

ARTICLE X
MISCELLANEOUS TERMS AND CONDITIONS

10.1 Taxes

A. Contractor and University shall each bill and collect sales taxes, if applicable, on all meals and services for which each respectively collects revenue from customers. Contractor shall bill and collect sales and use taxes, if applicable, on purchases or fees billed to University.

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

C. The Contractor shall remit to the Commonwealth of Virginia tax commission any Sales Tax for which the Contractor is responsible for collecting.

10.2 Compliance with Law.

A. Each Party shall comply with all applicable laws, ordinances, rules and regulations relating to Services sanitation, safety and health and, as applicable to a Party, obtain and maintain required licenses and permits as necessary. Contractor shall be responsible to obtain and maintain any necessary liquor licenses and permits in accordance with Section 4.4. Each Party shall cooperate with the other to accomplish the foregoing.

B. University shall provide, at its expense, a dedicated network segment with available network jacks necessary to support all applicable Services that utilize point-of-sale ("POS") technologies, including but not limited to, POS equipment, kiosks, and unattended self-checkout terminals. University shall provide Contractor with access to all University owned POS systems as necessary for Contractor to process consumer transactions. In addition, University shall provide Contractor with a suitable environment to include such heat, air conditioning, and utility service as may be reasonably required for the operation of University's POS equipment.

C. Contractor shall secure, own, and be wholly responsible for credit card readers and associated expenses. The credit card readers must be approved in writing by University's CIO and ISO and in coordination with the University's Director of Business Services to work in conjunction with the University's network.

D. Contractor will obtain, store, utilize, process and transmit data processed through Contractor owned POS credit card readers in accordance with all applicable laws and current Payment Card Industry Data Security Standards ("PCI Standards"). Contractor will implement Point-to-Point Encryption (P2PE) technologies.

10.3 Insurance. The Parties shall maintain insurance as follows:

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

B. Commercial General Liability Insurance. Contractor shall maintain during the term of this Contract, Commercial General Liability Insurance with a limit of not less than Five Million Dollars (\$5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability, covering only the operations and activities of Contractor under this Contract and, upon request, shall provide University with a certificate evidencing such policies. The insurance policies shall contain a provision whereby the insurer(s) shall provide notice of cancellation in accordance with the provisions of the policy. University shall be named as an additional insured under Contractor's policies of insurance defined in this Section 10.3.B to the extent University is indemnified pursuant to Section 10.4. Such additional insured status may be granted by blanket additional insured provision.

C. Cyber Liability Insurance. Each Party shall maintain Cyber Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) per each occurrence.

D. Automobile Liability Insurance. Contractor shall maintain during the term of this Contract, Automobile Liability Insurance with a limit of not less than One Million Dollars (\$1,000,000.00) each accident for bodily injury or property damage, covering all owned, hired and non-owned vehicles used by Contractor in the provision of the Services.

10.4 Liability and Indemnity.

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

B. Property Damage Claims as defined under Section 9.23

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

D. Other Claims for Personal Injury or Property Damage. With respect to claims for personal injury not covered by sub-Section A and claims for damage to property not covered by sub-Section B, the Parties shall be responsible for their liabilities in accordance with Section 9.23.

E. This Section 10.4 shall survive termination of this Contract.

10.5 Purchasing/Non-Contractor Approved Vendors. University acknowledges that Contractor shall utilize its own supplier network for the provision of food, beverages, supplies and services in the performance of its obligations hereunder. University understands that Contractor has entered into agreements with many vendors and suppliers of products and services which (i) give Contractor the right to inspect such vendors' and suppliers' plants and/or storage facilities and (ii) require such vendors and suppliers to adhere to standards to ensure the quality of the products and/or services purchased by Contractor for or on behalf of University. University shall not require Contractor to use products and/or services from non-Contractor approved vendors.

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

10.7 Entire Contract. Except as set forth in Section 1.3, this Agreement, including University's Request for Proposal, dated September 22, 2022 ("RFP"), Contractor's Financial Appendix, Attachment B, dated September 5, 2023 ("Updated BAFO"), Contractor's Best and Final Offer, dated August 22, 2022 ("BAFO"), and Contractor's Proposal, dated November 22, 2022 ("Proposal"), collectively referred to as the "Contract Documents," contains all agreements of the Parties with respect to matters covered herein, superseding any prior agreements and all other contractual commitments and/or documentation. Notwithstanding any provision contained in other Contract Documents, the terms and conditions for Food Service operations are contained in this Contract. Any exhibits referred to herein are made a part of this Contract by reference; however, in the event of a conflict between the terms of such exhibit or any other document incorporated herein and the terms of this Contract, the terms of this Contract shall govern unless an exhibit or other incorporated document expressly states that the exhibit or incorporated document (or a provision of the exhibit or incorporated document) supersedes the conflicting provision contained in this Contract.

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

- A. This Contract and its Exhibits
- B. Contractor's Financial Appendix, Attachment B dated September 5, 2023
- C. Contractor's Best & Final Offer dated August 22, 2023
- D. Contractor's proposal dated November 22, 2022
- E. University Solicitation #UCPUMW 23-1457 dated September 22, 2022

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

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

10.10 Promotional Material. University's authorized representatives shall have access to the Premises at all times. University grants Contractor approval to use in performance of its Services on the Premises of all promotional, informational or marketing activities or materials, including the names, trademarks, logos and symbols of Contractor in order to provide the customer the complete University Dining Experience.

In addition, with University's prior written approval, Contractor may create promotional materials intended for use for beyond the University campus, to include, for example, articles in trade magazines highlighting the Services.

The use of University logos or trademarks require advanced written approval from the Contract Administrator. For clarification purposes, the logos or trademarks currently used in the Food Service operations have been approved by the University. Any changes required after execution of this Contract will be communicated from University to Contractor.

10.11 Dispute Resolution. If a dispute should arise between the Parties with respect to their obligations hereunder or the interpretation of this Contract, prior to the commencement of any legal action, the Parties agree to meet and confer in good faith on all matters of common interest on all controversies, claims or disputes ("Dispute") which materially affect the performance of either Party under this Contract. As soon as a Dispute is recognized by either Party, such Party shall communicate the substance of the Dispute to each Party's primary

contact. Once a Dispute has been raised, the primary contacts shall make all reasonable efforts to reach a resolution within two (2) weeks after the Dispute has been identified. If the Dispute cannot be resolved between the Parties' respective primary contacts, then the Parties shall submit such matters to their respective executive management, who shall make all reasonable efforts to reach a resolution within thirty (30) days after the Dispute has been referred to them. The foregoing, however, shall not prevent or limit either Party's right to apply to a court of competent jurisdiction for a temporary restraining order, preliminary or permanent injunction, or other similar equitable relief.

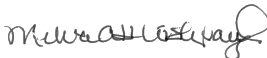
With regard to any contractual claim that accrues prior to or concurrently with the final payment for Services under this Contract and was known by the Contractor prior to or concurrently with the final payment for Services hereunder, such contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment. However, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. A written invoice for such work shall suffice as written notice of a monetary claim. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods or services. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

Contractor shall not institute legal action prior to receipt, in writing, of the decision on the claim, unless there is a failure to render such decision by the University within forty four (44) days from the date the Dispute was received. Nothing herein shall be construed to prevent the University from instituting legal action against Contractor.

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


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

COMMONWEALTH OF VIRGINIA, UNIVERSITY
OF MARY WASHINGTON

By: 
Melva Kishpaugh
Director, Procurement Services

Date: Oct 27, 2023

THE WOOD COMPANY

By: 
John Teeple (Oct 27, 2023 17:08 EDT)
John Teeple
Vice President, Operations
Campus North America

Date: Oct 27, 2023

EXHIBIT A
EXPECTATIONS SESSIONS

Expectations Sessions

Expectations Sessions are **annual** meetings requiring the attendance of all available key stakeholders who have an interest in the Services under this Contract. Expectation Sessions shall be held regularly throughout the contract term with at least one per contract year.

Objectives:

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

Participants:

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

Exhibit B Hours of Operations

Residential

LOCATION	DAYS OF THE WEEK	OPEN	CLOSE	OPEN	CLOSE
Top of the UC	Monday -Thursday	7:30 AM			8:00 PM
	Friday	7:30 AM			7:00 PM
	Saturday & Sunday:				
	Continental Breakfast + Grill	7:30 AM	2:00 PM	5:00 PM	7:00 PM
	Graze	7:30 AM	2:00 PM	5:00 PM	7:00 PM
	Earthbar	10:00 AM	2:00 PM	5:00 PM	7:00 PM
	Brunch	10:00 AM	2:00 PM		
	Dinner			5:00 PM	7:00 PM
	Magic Oven	10:00 AM	2:00 PM	5:00 PM	7:00 PM
MEAL	LOCATION	OPEN	CLOSE		
BREAKFAST Individual Serving Stations (Monday - Friday)	Graze Bar	7:30 AM	11:00 AM		
	Hot Breakfast - Chef's Fare	7:30 AM	11:00 AM		
	Eggs Cooked to Order - Grill	7:30 AM	10:30 AM		
LUNCH & DINNER (MONDAY - THURSDAY)	ALL RESTAURANTS				
	Earthbar	11:00 AM			8:00 PM
	Simple Servings	11:00 AM			8:00 PM
	World Affairs (Serrano)	11:00 AM	2:00 PM	5:00 PM	8:00 PM
	Joe Stacks	11:00 AM	2:00 PM		
	Magic Oven	11:00 AM			8:00 PM
	Graze	11:00 AM			8:00 PM
	Chefs Fare	11:00 AM	2:00 PM	5:00 PM	8:00 PM
	Campus Grill Feturing Bodacious Burger	11:00 AM			8:00 PM
	Gelato	Open for Promotions and Pop-Ups			
	Glowbowl	Minimum twice per month			
	Presto Pasta				
	Pizza Mia	11:00 AM	2:00 PM		
LUNCH & DINNER (FRIDAY)	ALL RESTAURANTS				
	Earthbar	11:00 AM			7:00 PM
	Simple Servings	11:00 AM			7:00 PM
	World Affairs (Serrano)	11:00 AM	2:00 PM	5:00 PM	7:00 PM
	Joe Stacks	11:00 AM	2:00 PM		
	Magic Oven	11:00 AM			7:00 PM
	Graze	11:00 AM			7:00 PM
	Chefs Fare	11:00 AM	2:00 PM	5:00 PM	7:00 PM
	Campus Grill Feturing Bodacious Burger	11:00 AM			7:00 PM
	Gelato	*Open for Promotions and Pop-Ups			
	Presto Pasta				
	Pizza Mia	11:00 AM	2:00 PM		

1. Carry Out Meals will be available through or CRUC Cashier. On occasions where a student requires a mobile order solution, contractor shall coordinate with University's Dining Liaison to provide one..

* 2. CRUC Pop-Up Events: In each of the following months there shall be a minimum of 9 events, two of which may be upsell events: September, October, November, January, February, March, April.
There shall be a minimum of 2 special events in December.

3. Softserve is available daily for lunch and dinner

4. Chef's Fare: pasta will be offered for lunch and dinner daily, Carvery shall be open Brunch, lunch and dinner

5. Saturday and Sunday Brunch: the following restaurants shall be open, at minimum: Earthbar, Simple Servings, Graze, Campus Grill, Chef's Fare, Carvery, and Magic Oven

6. Pre-made deli subs and sandwiches are available when Joe Stacks is closed.

Hours of Operations

Retail

Panera:

Monday – Friday, 7:30 AM – 9:00 PM
Saturday – Sunday, 12:00 PM – 7:00 PM

* Simply To Go Market:

Monday – Thursday, 10:00 AM – 10:00 PM
Sushi will be available in the Market after 8:00 PM Mon - Thurs
Friday, 10:00 AM – 6:00 PM
Saturday-Sunday, Closed

Vocelli:

Monday – Friday, 10:30 AM – 10:00 PM
Saturday - Sunday, 2:00 PM – 10:00 PM

Hissho Sushi and Mein Bowl:

Monday – Friday, 10:30 AM – 8:00 PM
Sunday, 12:00 PM – 5:00 PM
Saturday: Closed

Katora Café:

Monday – Friday, 7:30 AM – 8:00 PM
Saturday – Sunday, 9:00 AM – 8:00 PM

*Fresh Sushi shall be available in the Market after 8:00 PM Monday - Thursday

Exhibit C
Management of Food Service Operations

1.1 Customer Service shall:

- A. Align with the University culture and demonstrate a clear understanding of the mission of the University.
- B. Include consistently excellent customer service and quality that aligns with University Administration and Contract Administrator expectations.
- C. Support University's academic mission by providing exceptional foodservice for student dining (residential and retail), Catering, and specialty events.
- D. Have working knowledge of Fredericksburg laws, policies, and regulations, specifically the Department of Health (DOH)
- E. Provide the highest quality products and services efficiently and cost effectively to the University Community

1.2 Management / Marketing Plan

- A. The Contractor shall develop and implement a strategic short-term marketing plan designed to grow participation in the University Food Service program . The Contractor shall support University's academic mission by providing an extensive high-quality program with demonstrated high student satisfaction and by supporting academic events on campus.
- B. The Contractor shall serve the University Community by providing an innovative, nutritional, and state-of-the-art dining program.
- C. The Contractor shall effectively market University Food Service through multiple channels, including but not limited to, cross marketing within Campus Services and Office of Student Affairs, the University Dining brochure, website, mobile platforms, in-house marketing, alumni magazine, etc.
- D. The Contractor shall conduct annual Catering Showcases in coordination with the Office of Events and Conferencing Showcases.

1.3 Staffing / Personnel

- A. Contractor is required to work effectively with the University Contract Administrator.
- B. Sodexo shall provide a retail and residential staff report to the Contract Administrator annually by July 1. This report shall include the following information about each position:
 - A. The number of returning employees.
 - B. The number of open positions.
 - C. The total number of interviews conducted to fill the open position.
 - D. A listing of new employees hired to include name, position, department, and start date.

1.4 Technology Plan

- A. The University's card system is Transact Campus. The system utilizes both proximity and magnetic strip technology, with online readers to control access to food plans (board and declining balance). For Food Service, data on the card is read at the point-of-sale (POS) terminals. University owns the hardware and software licenses. University shall be responsible for all costs related to

Transact, including hardware, software, and ongoing supplies; however, Contractor reimburses University annually for a portion of the software cost, in accordance with Section 7.6.

- B. Contractor shall, with written approval from University CIO and ISO and in coordination with the Contract Administrator or their designee, interface with University's technology systems as required to meet the needs of the contract.
- C. In coordination with the Office of Events and Conferencing, Contractor shall provide an ordering program and process that benefits the University Community
- D. Contractor shall implement a means by which Contractor staff can be reached at their University-assigned phone numbers and extensions. Solutions other than Zoom Phone or Teams shall be approved in writing by University's CIO and ISO prior to implementation.

1.5 Monthly Reports: Contractor shall provide the following monthly report(s):

- a. Monthly printed operating statements

1.6 Procurement: The Contractor shall engage in competitive specification buying. However, food or supplies may be procured from a facility operated by the Contractor or a parent corporation provided that such food and supplies are acceptable with respect to quality and competitive price.

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

- a) All meats, meat products, poultry, poultry products, and fish must be Government inspected.
- b) Beef, lamb, and veal shall be U.S.D.A. Grade Choice or better.
- c) Pork shall be U.S. No. 1.
- d) Poultry shall be U.S. Government Grade A.
- e) Fresh fish and seafood shall be top grade; frozen fish and seafood shall be a nationally-distributed brand, packed under continuous inspection of the U.S.D.A.
- f) Dairy products:
 - Cage-free Eggs – fresh U.S.D.A. or State graded "A"
 - Butter – U.S.D.A. Grade "A" (92) score
 - Cheese – U.S.D.A. Grade "A" for all graded cheese
 - Milk and Milk Products – U.S.D.A. Grade "A"
- g) Fresh fruits and vegetables – U.S.D.A. fancy to U.S.D.A. Number "1" shall be used for all graded fresh vegetables and fruit as a minimum specification.
- h) Dry stored items and canned goods – Grade "A" fancy.
- i) Frozen fruits and vegetables – U.S.D.A. Grade "A".

1.7 Miscellaneous: The Contractor shall:

- A. Provide a "Best in Class" Dining program at University of Mary Washington
- B. Employ a cost-effective sustainability program that aligns with University's Climate Action Plan and in coordination with University's Climate Action Task Force and Office of Sustainability

1.8 RESIDENTIAL AND RETAIL OPERATIONS

- A. The University has the following Food Service operations, residential and retail, for which the Contractor shall be responsible. Retail operations shall provide: 1) consistently exceptional food quality and variety, 2) consistently exceptional

service quality, 3) late night hours, and 4) ability to use meal plans for some meals. Concessions must be available at key athletic events, which will be determined by the Department of Athletics

- B. Top of the University Center ("Top of CRUC") - Residential: Located on the 4th floor of the University Center. This venue will feature unlimited seconds with exceptional food quality and variety. This facility's program will help the University meet the goal of keeping students engaged in socially rich interactions with each other within a healthy and safe environment, to enhance the student experience, and expand upon the successful program already established.
- C. Hours of Operation: Residential Dining shall be available. – . in accordance with Exhibit B.
- D. **TOP OF THE CRUC**
 - i. Minimum Menu Profile - Contractor shall offer the following menu items at a minimum in Top of the CRUC and shall include their own menus and be responsive to the current demands of the patrons. Contractor shall have theme meals (at one, or multiple concepts) featured on a daily basis to build and maintain excitement in this venue.
 - ii. Resident dining hours of operations are defined under Exhibit B
 - iii. For students with dietary needs, Sodexo provide a variety of continental breakfast style options like gluten free cereal, muffins, fresh fruit, Sunbutter, and plain eggs. To ensure students with dietary needs have hot and customizable options, like omelets, we will put into use culinary protocols to minimize the risk of cross contact.
 - iv. The minimum menu requirements are as follows:

Breakfast:

- Graze –
 - o Fresh diced fruit salad
 - o Yogurt – two flavors daily
 - One plain Greek
 - o Granola
 - o Berries – IQF, fresh as seasonally available
 - o Canned fruit
 - o Hardboiled eggs
 - o Breakfast pastries – 3 varieties
 - Sporadic option of hot items such as cinnamon rolls, cobbler, etc. (served at Chefs Fare hot plate)
 - o Breads and spreads
 - Bagels, English muffins, sliced breads
 - Jelly – 2 flavors
 - Whipped cream cheese, 1 plain, 1 flavored
 - Whipped margarine
 - Sun butter
 - Butter
 - o Belgium Waffles Make Your Own ("MTO") with warm syrup
 - o Hot cereal
 - o Hand fruit
 - o Seasoning station
 - o Pump condiments, i.e. ketchup, mustard, ranch, mayo, etc
 - o Variety of hot sauces
- Chef's Fare
 - o Breakfast Potato
 - o Scrambled eggs

- o Scrambled tofu or Just Egg
- o Two breakfast meats, 1 pork, one either turkey
- o Vegetarian/vegan
- o Biscuits and gravy
- Grill
 - o Eggs Made To Order (“MTO”)
 - o Omelets MTO
 - o Daily Limited Time Offer (“LTO”) – pancake, French toast, tacos, burritos, sandwich, etc

Lunch: Monday through Friday

- Pizza
 - Daily offer, 16” cheese, pepperoni, and vegetable pizza
 - Daily offer, bread and marinara
 - Daily LTO
- Grill
 - Smashed burgers
 - Plain, cheeseburger offered daily
 - Daily upon request -
 - vegetarian or vegan burger
 - GF buns
 - Monday – Grilled cheese and tomato soup. The variety changes weekly
 - Tuesday through Friday
 - Melts, wraps, chicken sandwiches, cheesesteaks, turkey burger, fish sandwiches, hot dogs, veggie burger
 - Examples- Chipotle patty melt, chicken bacon ranch wrap, Honey mustard chicken sandwich, fried cod sandwich, Wisconsin state fair dog, bratwurst, kielbasa sausage sandwich
 - French fries
- Chef’s Fare Carvery
 - Bars and bowls
 - Examples Meatball madness, sweet potato bar, bulgogi rice bowl, chili bar, mac n cheese bar, French fry bar, gyro bar
 - Thursday is always wing day with three varieties of flavors, dips, carrots, celery
- Chefs Fare
 - Two varieties of noodles
 - Two varieties of sauces – one is always marinara
 - One vegetable or meat protein
 - Breadsticks, garlic bread, rolls on rotation
 - Magic Oven
 - Two varieties of cookies
 - Two varieties of bars
 - Two LTOs – cupcakes, cake pops, etc
 - Pudding cups
 - Jell-o cups
 - Cakes, pies, trifles on rotation
 - Vegan/Gluten Free (“GF”) options available daily
 - Joe Stacks – turbo chef option available for all sandwiches
 - Deli MTO
 - Premade sandwich options – 2-3/day – at least one is plant based

- Hand fruit
 - Chippers – flavors change on a weekly basis
- Graze
 - Fresh diced fruit salad
 - Yogurt – two flavors daily
 - One plain
 - Granola
 - Berries – Individually Quick Frozen (“IQF”)
 - Canned fruit
 - Hardboiled eggs
 - Breads and spreads
 - Bagels, English muffins, sliced breads
 - Jelly – 2 flavors
 - Whipped cream cheese, 1 plain, 1 flavored
 - Whipped margarine
 - Sun butter
 - Butter
 - Belgium Waffles MTO with warm syrup
 - Hot cereal
 - One soup – meat protein
 - Hand fruit
 - Seasoning station
 - Pump condiments, i.e. ketchup, mustard, ranch, mayo, etc
 - Variety of hot sauces
- Serrano – Will be Global cuisines
 - Weekly rotation to include culinary concepts such as Bowlful, Serrano, Oodles, Q’sera
- Simple Servings – Follow corporate menu for safety reasons
- Earthbar
 - Self-serve salad bar
 - 2 varieties of hummus – one plain, weekly flavor
 - Carrots, celery
 - Weekly rotational items
 - Three greens,
 - Legumes
 - One plain
 - One composed
 - Grains
 - One plan
 - One composed
 - Tofu
 - Seasonal vegetables
 - One plan
 - One composed-
 - Fruit salad -
 - House made Dressings
 - One vinaigrette –
 - One creamy –
 - Assorted bottled dressings
 - Fruit Stand – all hand fruit featuring seasonal varieties
- Grown – follow corporate menus – all plant-based

Dinner: Monday through Friday

- Grill
 - Daily upon request -
 - vegetarian or vegan option GF buns
 - Smashed burgers
 - Plain, cheeseburger offered daily
 - LTO –
 - French Fries
- Chef's Fare Carvery
 - Whole muscle meat with two sides
- Chefs Fare
 - Two varieties of noodles
 - One stuffed or composed
 - Two varieties of sauces – one is always marinara
 - One vegetable or meat protein
 - Breadsticks, garlic bread, rolls on rotation
- Magic Oven
 - Two varieties of cookies
 - Two varieties of bars
 - Two LTOs – cupcakes, cake pops, etc
 - Pudding cups
 - Jell-o cups
 - Cakes, pies, trifles on rotation
 - Vegan/GF options available
- Graze
 - Fresh diced fruit salad
 - Yogurt – two flavors daily
 - One plain
 - Granola
 - Berries – IQF, fresh as seasonally available
 - Hardboiled eggs
 - Pre-made sandwiches – 3 varieties
 - Breads and spreads
 - Bagels, English muffins, sliced breads
 - Jelly – 2 flavors
 - Whipped cream cheese, 1 plain, 1 flavored
 - Whipped margarine
 - Sun butter
 - Butter
 - Belgium Waffles MTO with warm syrup
 - One soup – meat protein
 - Lettuce, tomato, onion for burgers
 - Hand fruit
 - Seasoning station
 - Pump condiments, i.e. ketchup, mustard, ranch, mayo, etc
 - Variety of hot sauces
 -
- Serrano – Will be Global cuisines
 - Weekly rotation
- Simple Servings – Follow corporate menu for safety reasons
- Earthbar

- Self-serve salad bar
- 2 varieties of hummus – one plain, weekly flavor
 - Carrots, celery
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 - Three greens,
 - Legumes
 - One plain
 - One composed
 - Grains
 - One plain
 - One composed –
 - Tofu
 - Seasonal vegetables
 - One plain
 - One composed-
 - Fruit salad -
 - House made Dressings
 - One vinaigrette –
 - One creamy –
 - Variety of bottled dressings
- Fruit Stand – all hand fruit featuring seasonal varieties
Grown – follow corporate menus – all plant-based

E. Retail Operations

- i. **Program, Menu, and Concept Descriptions**
 - a. All retail operations shall provide
 - i. Consistently exceptional food quality and variety
 - ii. Consistently exceptional service quality and variety
 - iii. Ability to use meal plans for some meals
 - iv. Concessions must be available at key athletic events as determined by the University's Athletic Director
- ii. **Panera Bread - Retail:** Hours of operation are provided in Exhibit B. All retail venues shall feature premium, responsibly sourced ingredients.
 - a. **Menu Profile** –Menu is determined by Panera corporation. It will follow the core menus and limited time offering schedule, subject to change.
 - i. Breakfast sandwiches, oatmeal, yogurt and fruit
 - ii. Bagels, cream cheese spreads
 - iii. Sandwiches, flatbread pizzas, warm bowls, salads, mac n cheese
 - iv. Soups
 - v. Coffee, tea, cold drinks, cold brew, smoothies and frozen drinks, hot chocolate, bottle water, soft drinks, ice tea, milk
 - vi. Cookies
 - vii. Scones
 - viii. Croissants
 - ix. Muffins
- iii. **Grab and Go Market:** Located in the Eagle's Nest, this will be a Grab and Go - marketplace concept. Hours of operation are provided in Exhibit B.
 - a. **Minimum Menu Profile;**
 - i. Grab n' Go Items

- Chef crafted sandwiches, salads, entrees and desserts
 - Fruit
 - variety of snack cups
 - Vegetables
 - ii. Beverages
 - Bottled Water
 - Coffee (Three (3) Varieties Including a Decaffeinated Option)
 - Bottled Juices (Four (4) Varieties)
 - Bottled Tea
 - iii. Nutrition Bars
 - iv. Wellness Options
- iv. **Katora Café:** Katora Cafe shall offer plant-based menus and locally-roasted, single-origin coffee & espresso by Kuleana Coffee Roasters. Hours of operation are provided in Exhibit B.
- a. **Minimum Menu Profile** – menu is determined by Katora. It will follow the core menus and limited time offering schedule, subject to change.
- Coffee & Espresso – various sizes of espresso, cold brew, lattes, and fresh brew coffee
 - Seasonal drinks – various sizes of house made lemonade and signature hot chocolates.
 - Signature lattes – two size options for hot and iced lattes. Seasonal lattes are offered year-round.
 - Smoothies – fresh fruit smoothies made with your choice of dairy and plant-based milks.
 - Teas & Tea Lattes – two size options for hot and iced teas, including prepared batches of cold brew teas.
 - Sandwiches – assorted breakfast sandwiches and wraps sold all day. Lunch sandwiches like our popular Caprese also sold all day. Both vegetarian and vegan options available. Prepared and warmed to order.
 - Limited Time Offerings - Vegan chicken sandwich is returning with different toppings and sauces. A scrambled tofu wrap and an egg and cheese wrap (back by popular demand).
 - Tots & Nuggets – Tator tots and vegan nuggets served together or separately with a variety of toppings and sauces.
 - Bowls – Hummus and fresh cut veggies with pita chips. Vegan and gluten-free soaked oats available all day.
 - Baked Goods – variety of vegan and vegetarian bagels. Seasonal vegan cookies, assorted muffins and scones.
 - Retail Drinks & Snacks – assorted selection of bottled drinks, yogurt cups and bagged chips.
 -
- v. **Pizza Concept:** Located in the Eagle's Nest in Woodard Hall, the retail pizza concept shall offer extended retail dining hours and delivery. Required hours of operation are provided in Exhibit B.
- a. Menus is determined by Vocelli corporate. It will following the core menus and limited time offering schedule, subject to change.

- i. Appetizers
 - Breadsticks
 - Breadstick Bites
 - Cheese sticks
 - Chicken Tenders
 - Chicken Wings (various sauces)
 - ii. Salads
 - Garden
 - Mediterranean
 - Grilled chicken
 - iii. Stromboli
 - iv. Pizzas (multiple sizes and varieties)
 - v. Sub sandwiches
 - vi. Gluten free options
 - vii. Desserts
- vi. **Hissho Sushi** : Located in the Eagle's Nest. Hours of operation are provided in Exhibit B. Sushi shall feature premium, responsibly sourced ingredients and hand crafted products.

Minimum Menu Profile – menu is determined by Hissho corporate. It will follow the core menus and limited time offering schedule, subject to change.

- Avocado Roll
- Spicy California Roll
- Vegetable California Roll
- California Roll
- Dynamite Roll
- Rainbow Roll
- Sushicado
- Sunset Roll
- Tempura Shrimp Roll
- TNT
- Poke Bowls
- Starters and combos

Mein Bowl:

- Variety of rice, noodle bowls with choice of proteins
- Single and double entrees
- upcharge for shrimp and beef
- side vegetable lo mein
- Side brown rice
- Side white rice
- Side chicken wings
- Vegetable spring roll
- Chicken pot stickers
- Mini donuts

vii. **Catering, Camps and Conferences**

The University requires frequent and varied service throughout the year at numerous locations and with a large variety of service levels and menus required. A varied pricing and service approach is necessary to satisfy the fine-dining events required by some customers and the lower priced, casual tastes of others. Events can range from entertaining dignitaries to pizza parties in the residence halls. Some of these functions will occur

within the dining facilities, others at various locations through the campus properties, and some will occur completely off-site. Typical events include: banquets, luncheons, receptions, coffee breaks, box lunches, and themed dinners. Guests can include groups with a wide variety of ages, tastes, desires, and food sophistication. Catering Services provided by Contractor play a major role in client and customer satisfaction, the finances of the operation, and contribute to the prestige of the University within the greater community. The Contractor shall be responsible for operations associated with Catering events, camps sponsored by the University on campus, and conferences.

viii.

Catering & Conferences

- a. Contractor shall obtain all necessary banquet/special event liquor licenses in order to serve alcohol during named catered events. The Contractor is responsible for maintaining the license and managing any associated fees.
- b. Menus will be changed at least once annually in consultation with the University's Office of Events and Conferencing. The menus shall reflect visual beauty, variety, wellness, quality, current modern trends and price (consistent with the University's catering history)
- c. University catering policies shall be reviewed annually with the Office of Events and Conferencing.
 - i. Contractor shall provide at a minimum of 5 menus that meet COVA per diem rates:
<https://adminfinance.umw.edu/ap/travel/per-diem-and-lodging-rates/#Lodge>
- d. Contractor shall be responsible for establishing standard daily menus that will be available at all times on short notice and that will be available on a one-day or two-day advance notice.
- e. Catering Guide and prices shall be reviewed annually with the Office of Events and Conferencing, with the final version due to University of Mary Washington by no later than December 15th annually.
- f. Contractor shall provide the following items including, but not limited to:
 - i. Table Linens
 - ii. All Wait Staff
 - iii. Flowers
 - iv. Decorations/Themes
 - v. Delivery (if applicable)
- g. Catering Program tiers consist, at minimum, of the following:
 - i. Presidential: Presidential catering requires high-end food service. Catering for the President may be conducted on campus or at designated off-site venues. Contractor shall be prepared to transport food and equipment to desired locations.
 - ii. Casual Service
 - iii. Formal full service events
 - iv. Day to day delivery
 - v. Pick-up service
 - vi. Student groups
- h. Staffing: At a minimum, the following positions shall be staffed:

- i. Director of Catering
 - ii. Assistant Director of Catering
 - iii. Banquet Captain
 - iv. Two Supervisors
- i. Catering staff and management will wear attire at the advisement of the Executive Director of Events and in accordance with the service level of the booked event. Contractor shall provide a full-time Food Service Liaison. This position shall work directly within the Office of Events and Conferencing and serve as the liaison to Catering for non-student, on-campus events.
- j. The director of Catering shall be the direct point of contact for Director of the Jepson Alumni Executive Center.
- k. The Catering director shall be responsible for presentations, booking, and upselling of all social events.
- l. Outside Catering may not interfere with University events.
- m. University shall have the opportunity to review the events prior to booking to verify that the event will not interfere with the performance or quality of any University sponsored event. Contractor will book events held in the Dining Facilities, and the University Office of Student Activities and Engagement will book events in student spaces such as the Underground.
- n. Within one hour of the end of all Catered events and conferences, Contractor shall commence with cleaning the area. Clean up shall include removal of all serveware and trash from the Premises.
- o. Contractor shall accept three or more major credit cards for payment.
- p. Catering Exclusions: The University allows outside Catering by private individuals in three locations: The Gari Melchers Home and Estate including Belmont Pavilion, the James Monroe Museum and Memorial Library, and the Dahlgren Campus (below designated thresholds).
- q. Catering Exclusions: These exempted events are reviewed annually by the Division of Student Affairs and currently include the following:
 - i. "Devil Goat Day"
 - ii. "Rocktoberfest"
 - iii. Community Welcome Fair (New Student Orientation)
 - iv. Multicultural Fair
 - v. "Taste of Asia"
 - vi. "Club Carnival"
 - vii. EagleOne Vendor Taste Tests
 - viii. Meals for Performers (per entertainment contract)

Catering Events: The Contractor will be expected to market wedding receptions, dinners, and other receptions and events in appropriate university venues. The Contractor is allowed to solicit retail catering both for the Faculty/Staff room and in off-site locations. University reserves the right to review only to verify that the event will not interfere with the performance or quality of any University sponsored event.

- ix. Anderson Center Concession Stand
Contractor shall provide an updated concessions menu that reflects current trends and tastes at current market prices. Operating schedule

shall be determined in coordination with Director of Athletics or their designee.

- x. Booking Events:
 - i. Contractor shall provide a dedicated Contractor employee that works directly within the Office of Events. This position is responsible for booking all non-student, on campus events, and works directly with the University's Events Office Staff. This position is an employee of and funded by the Contractor.
 - ii. A second Contractor employee is responsible for booking all student and off-campus events, as well as events for outside clients.
 - iii. University Catering functions costing less than \$5,000 may be paid using a departmental Corporate Small Purchase Charge Card (SPCC), currently Bank of America VISA. The University Gold Card may be used to pay for events over \$5,000. Catering purchases made via SPCC are paid by event directly to the contractor.

1.8 Marketing and Merchandising

- i. Contractor shall have an established marketing team responsible for the University's Dining and Catering operations.
- i. University is committed to providing its students, faculty, staff, and guests with a high-quality dining experience and considers creativity and variety to be key elements of this philosophy. Contractor shall promote offline and online marketing campaigns, and promotional programs that will be implemented at University for each component of University Dining
- iii. Online and offline marketing strategies shall be directed towards, but not limited to, the following constituencies:
 - Newly admitted undergraduate and graduate students
 - Parents of newly admitted undergraduate students
 - Graduate, undergraduate, and Summer Term students who will be residing off-campus
 - Returning graduate and undergraduate students
 - Prospective students and families
 - Parents of returning undergraduate students
 - Graduate, undergraduate and Summer Term students
 - University faculty
 - University staff
- iv. The city of Fredericksburg is a very competitive food market. The Contractor shall successfully compete with other off-site retail food establishments and Catering within the city.

1.9 Student Satisfaction and Success:

- i. University places a high premium on the university bonding with its students in creating a community environment.
 - Contractor shall maximize customer satisfaction, which includes student meal plan participation and retention.
 - Contractor shall utilize surveying and feedback tools to employ to measure the level of customer satisfaction.

- Contractor shall have web and mobile capabilities and shall integrate its corporate/mobile applications into the University's site with the approval of University CIO and ISO, and the Department of Business Services.
- Contractor shall incorporate the University's branding into Contractor's corporate marketing materials with written approval from Contract Administrator or their designee
- Contractor operations shall support student success.

1.10 Product and Menu Development

- i. Contractor shall ensure the University community is made aware of the nutritional and allergen information associated with all menu items.
- ii. Contractor shall provide a low-cost food option that is available to any student that is nutritionally balanced, accessible in multiple locations, and available at convenient hours to support financially stressed students and/or those that may be facing insecurity issues.
- iii. Contractor shall insure the authenticity of cuisines offered at University, to include but not be limited to:
 - Ethnic
 - Vegan
 - Vegetarian
 - Gluten Free
 - Sustainable
- iv. Contractor shall develop University menus for
 - Residential Dining
 - Retail dining
 - Catering and special events
 - Campus and conferences
 - Concessions at Anderson Center only
 - Sustainability / Menus of Change

1.11 Human Resources

- i. Contractor shall be responsible for staffing University dining operations.
- ii. Contractor's personnel processes shall be compliant with the company's guidelines.
 University may interview the Contractor's potential General Manager candidates prior to Contractor making an offer.
- iii.
 - Resumes will be shared.
- iv. University will provide annual feedback on programming and account manager performance. As feasible, Contractor shall hire University students to support the dining operations.
 - a) Students employed by the Contractor shall be paid at least the prevailing Commonwealth of Virginia minimum wage.
- v. Contractor shall maintain a communication and / or crisis communication plan with assigned personnel.
- vi. Throughout the performance of the contract, Contractor shall maintain compliance with all local, state, and federal law including, but not limited to:
 - Fair Employment Practiced
 - Lawful Wage and Hour Practices

- Occupational Safety and Health Requirements
 - Employment Practices covered under the 1990 Americans with Disabilities Act.
- vii. The General Manager must have a minimum of five (5) years of consecutive, successful employment in a similar operation with comparable responsibilities. The General Manager shall have education and/or experience in food service with particular emphasis upon effective financial controls and merchandising techniques. Furthermore, the General Manager shall have a high degree of management expertise, as evidenced by prior food service management duties involving University and/or University-type food service, high-quality food production and service, and effective financial control.
- viii. The University reserves the right to review the qualifications of the General Manager and Catering Director that the Contractor proposes to place at the University.
- ix. The Contractor shall require all employees to meet the appropriate health standards prescribed by municipal, state, and federal laws and regulations. The Contractor represents, if applicable to Contractor, that the services provided by Contractor hereunder shall comply with the Occupational Safety and Health Act, the Family Educational Rights and Privacy Act, Gramm Leach Bliley, FTC Red Flag Rules and other requirements applicable to the Food Service including all regulations as may be adopted and amended from time to time.
- x. The Contractor shall guarantee that all employees engaged in the handling and serving of food are:
- clean, and wearing neat appearing attire, hairnets and footwear;
 - advised by their management on reporting illness;
 - in compliance with the health regulations of the Contractor and the Commonwealth of Virginia; and
 - wearing appropriate food handling gloves during food service preparation.
- xi. When informed that an employee of the Contractor has a condition which reveals the existence of an illness or communicable disease that may affect the health and well-being of the student population or other condition, which could affect the safe, sanitary, or healthful operation of the Food Service, the Contractor shall notify the University and remove the employee from the Premises until it is confirmed in accordance with Contractor's personnel policies and Commonwealth of Virginia health regulations that no communicable condition exists at which time the employee may return.
- xii. Employees of the Contractor shall be appropriately uniformed when performing their work assignments at the facility. The term "appropriate uniform" is interpreted to include all apparel, name tags, hats, hair nets, etc. Cost of the Contractor's employee uniforms will be borne by the Contractor. The Contractor shall require all employees to utilize authorized and designated entrances and exits during working hours.
- xiii. The Contractor shall restrict employees to assigned spaces during working hours and require them, when not working, to vacate the work site.
- xiv. The Contractor shall assure that the General Manager or an immediate assistant will be on site at each location during all hours the food facilities are open, including Catering services.
- xv. The Contractor shall notify the University in writing of impending labor, employee, and vendor problems or any other circumstances that could adversely affect the operation of the food facilities.

- xvi. The Contractor shall continue to provide services under the Contract in the event of strikes and other labor disturbances.
- xvii. Individual training for employees is to be performed by the Contractor. At any time that a new employee is assigned to the University facilities, the Contractor shall provide immediate training as necessary, covering types of tasks performed in the assignment covered by the new worker.
- xviii. The Contractor shall offer employment to the University students and such Student employees on the Contractor's payroll shall be compensated at least at applicable Commonwealth of Virginia minimum hourly wage rate.

1.12 Quality and Improvement Management

- i. Contractor shall have established measurement tool(s) that will allow the University and Contractor to proactively measure/monitor quality of service and food, as well as meal plan perception and satisfaction on a quarterly and annual basis. The intent of the reporting mechanism will be to create measurable goals that both parties can use to monitor and ensure progress in multiple key categories throughout the contract as identified:
 - a. Health inspection reports provided following each inspection
 - b. Plate cost
 - c. Sales per labor
 - d. Transactions per labor hour
 - e. Meal plan meal participation rates, by meal period
 - f. Mystery shopper reports when program is active
 - g. Survey scores
 - h. Local purchasing benchmarking status
 - i. Sustainable practices status to include the Food Recovery Process
 - j. Monthly operating statements
 - k. Declining balance statement for the Presidential Fund
- ii. Throughout the performance of the contract, Contractor shall make recommendations for repairs to the kitchen, dining areas, and equipment as needed.
- iii. Contractor shall have a crisis management plan for food contamination and similar situations, which shall be reviewed with the University Contract Administrator or their designee. Contractor shall also have an Emergency Operations plan that addresses minimum inventory requirement in the event of emergencies, and shall be reviewed with the University Contract Administrator or their designee upon request.
- iv. Contractor shall host quarterly business reviews (QBR's) and annual expectation meetings (AEM's) to assist with monitoring and planning for continuous quality improvement.

1.13 Technology

- i. Contractor shall, in coordination with and approval of the University, including but not limited to the Contract Administrator, CIO and ISO, utilize mobile technology in order to successfully implement a seamless mobile ordering platform across campus. This mobile ordering platform will give the ability and flexibility for students, faculty, and staff to order ahead from retail and Dining venues, pick-up food items, skip lines, and pay with various payment systems including but not limited to cash,

debit/credit and the meal plan.

Contractor shall have an accounting system that can operate in coordination with the University's Transact Cloud POS system.

1.15 Sustainability

- i. The Contractor shall practice environmental and energy awareness and responsibility by minimizing waste in any form and to participate in University environmental projects mutually agreed upon.
- ii. Contractor shall support University Sustainability initiatives as discussed and mutually agreed upon.
- iii. Contractor shall attain and maintain full certification for all Food Service areas as a Virginia Green Restaurant as defined on the Virginia Green website. (https://www.viriniagreen.net/business-directory/wpbdp_category/restaurant/) See also: (https://www.viriniagreen.net/business-directory/wpbdp_category/restaurant/)
- iv. Contractor shall be responsible for maintaining recycling in keeping with the University's Sustainability Initiatives (<https://sustainability.umw.edu/initiatives/>), which shall require bi-monthly meetings with University's sustainability coordinator.
- v. Contractor shall provide signage for items where consumer decision is a factor (ie., cage-free eggs and produce location and organic/non-organic).
- vi. Locally Grown Requirements:
 - Locally Grown is defined as grown within the Commonwealth of Virginia, and within a 150-mile radius from the zip code of Fredericksburg, VA 22401.
 - Contractor shall work with University faculty and students to: a) develop local food promotions, and b) identify potential local farm producers or regional distributors, c) conduct fall semester chef learning series utilizing locally sourced produce and d) conduct fall harvest festival, featuring locally sourced products and vendors , e) conduct spring semester "Lunch and Learn: Local Farm Market Meet and Greet" educational session and f) invite available local farmers to display their products and talk to students.
- vii. BULK DELIVERIES: To avoid single item deliveries, the Contactor shall ensure bulk shipments are utilized to the maximum extent possible.
- viii. ELECTRONIC DOCUMENTATION & COMMUNICATION: When appropriate, the delivery of all documents in support of this Contract should be made by electronic means. Acceptable methods include the affixing of a file(s) to an email; uploading documents to SharePoint or other site as designated by the University. Proprietary information shall be encrypted, and no personally identifiable information shall be shared electronically. During meetings or presentations, the distribution of hard copy documents to the participants is prohibited unless expressly requested by the meeting organizer.
- ix. FOOD RECOVERY PROCESS: During the performance of this Contract, Contractor shall establish, coordinate, provide packaging, and oversight for a food recovery process for the distribution of surplus food to organizations, within the surrounding Fredericksburg area, that provide assistance to needy individuals. The Food Recovery Process is required to be a student run program. The Contractor shall provide program updates on a quarterly basis in accordance with Exhibit C, Section 1.12.

- x. Contractor shall include plant-based diet benefits in print and digital marketing and educational information posted in residential dining to support reducing meat consumption.

1.16

Sanitation and Safety

- i. Contractor shall be responsible for following sanitation and safety self-inspection procedures for all foodservice operations at University of University, for which a checklist shall be used during inspection.
- ii. Hazard Analysis Critical Control Point (HACCP) reports shall be made available to the University upon request.
- iii. Contractor shall be compliant with HACCP principles and guidelines during performance under the awarded contract.
- iv. The Contractor shall notify the Contract Administrator, in writing, of any potential violations regarding facilities which, under terms of the Contract, University carries the responsibility to correct. The Contractor shall notify the University within 24 hours of receipt of any notice of fine(s). Contractor shall be responsible for the payment of fines for violations directly or indirectly caused by Contractor's actions or inaction in the performance of its obligations under this Contract.
- v. If the Contractor notices any condition which is unsafe, unhealthy, or in any other way would cause an accident, the Contractor shall make or cause to be made appropriate repairs to remedy the condition. If correction of the condition will take more than routine attention, then the Contractor agrees to notify the appropriate University contact in accordance with Subsection (iv) above.
- vi. The Contractor and its employees, agents, or subcontractors agree to abide by and practice all University and local safety standards and regulations, including adherence to the minimums of the University's safety protocols. The Contractor shall take all necessary and proper precautions to protect the safety of employees and other persons and to protect all property from any damages from whatever cause. Contractor shall comply with all federal, state and local safety regulations to include but not limited to E.P.A., D.E.P., D.O.T. and O.S.H.A. mandates and regulations in the performance of its obligations under this Contract. Contractor shall be responsible for all federal, state and local permits in connection with services they provide. The Contractor shall be responsible for any violation of any regulation issued there under and shall immediately remedy any conditions giving rise to such a violation. The Contractor shall defend and hold the University, its officers, trustees and employees harmless from any fine, penalty, or liability in connection therewith for violations directly or caused by Contractor's actions or inactions in the performance of its obligations under this Contract.
- vii. The Contractor shall adhere to the following minimum standards and guidelines in the preparation, production, and service areas:
 - a) Clean (free from debris, grease) all kitchen surfaces and equipment on a continuous basis and following each meal period in accordance with manufacturer recommendations.
 - b) Contractor shall recycle according to University sustainability regulations and policies, and costs shall be borne by Contractor.
 - c) Keep public areas free from hazardous conditions.
 - d) Adhere to sanitation regulations for ware washing, recommended temperatures, and the use of chemical sanitizers.
 - e) Clean kitchen and service area floors, and walls up to 6' in height,

as required.

- f) Monitor the dining areas before, during, and after service hours to maintain dining rooms in a clean and orderly fashion.
- g) Dining room floors shall be vacuumed (in carpeted areas) and mopped (in non-carpeted areas) after every meal period or as needed by the Contractor, daily at minimum.

viii. The Contractor shall maintain all assigned areas to the level of Level 1 APPA cleanliness as follows:

Item	Minimum Cleaning Frequency	Quality Outcome
Walls	Weekly, Daily as necessary	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency. • Walls up to 6' in height are free of dust, grit, lint, soil, grease film & cobwebs and marks. • Ceilings and walls as can be reached with an extended duster, are free from dust and lint. • Light switches are free of fingerprints, scuffs & any other marks. • External light covers that can be reached with an extended duster are free of dust, lint & cobwebs. • Polished surfaces are of uniform luster.
Windows	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency. • Internal surfaces of glass, and surfaces of entrance vestibules and patio glass are clear of streaks, spots & marks, including fingerprints and smudges. • Interior window frames, tracks, ledges are clear and free of dust, grit, marks, and spots. • No soil film accumulation on inside of glass. • Windowsills are free of dust.

Item	Minimum Cleaning Frequency	Quality Outcome
Doors	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency. • Free of dust, grit, lint, soil, film, fingerprints, and cobwebs. • Door & doorframes are free from marks (finger marks, soil) caused by furniture, equipment, residents, or staff. • Air vents, relief grills and other ventilation outlets are kept unblocked and those within 6' height are free of dust, grit, soil, film, cobwebs, scuffs and other marks. • Door tracks and door jams are free of dust, lint, grit and other debris, frame is free from soil build-up. • Push or kick plates are free of soil and grit & polished where applicable. • Polished surfaces are of uniform luster.
Hard Floors	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency. • Free from dust, grit, litter, marks and spots, water, or other liquids. • The floor is free from build up at the edges and corners or in traffic areas. • Free of spots, scuffs, streaks, or scratches in high traffic areas, around furniture & pivot points, no formation of traffic lane marks. • Areas such as edges, corners & around furniture are free of dust, grit, lint & spots. • Floors are of a uniform luster where appropriate.
Carpeted floors	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency. • Carpeting is clean, free of litter and soil marks. • No evidence of lint in corners, edges or under furniture.

Item	Minimum Cleaning Frequency	Quality Outcome
		<ul style="list-style-type: none"> • Carpeting is well maintained (no torn or badly worn spots or crushed traffic lanes).
Equipment used to prepare food and beverages	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency. • Levels of cleanliness and sanitization comply with the Public Health Department guidelines and manufacturer recommendations.
Other Equipment (other than Furnishings)	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency. • Free of grease, dirt, dust, lint, marks, stain, soil, and cobwebs. • Hygienic standards are satisfied where the fixture or appliance is used in food preparation. • Range hoods (interior & exterior) and exhaust filters are free of grease and dirt on inner and outer surfaces. • Motor vents, etc. are clean and free of dust and lint.
Furnishings	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency. • Horizontal and vertical surfaces are free from spots, soil, film, dust, fingerprints & spillage. • Furniture legs, wheels & castors are free from mop strings, soil, film, dust and cobwebs. • Edges, corners, folds & crevices are free of dust, grit, lint, and spots. • Accessible surfaces are free from dust, lint, and cobwebs.

- ix. Preventative Maintenance: The University oversees preventative maintenance, coordinating with appropriate contractors. The Contractor is responsible for daily care and maintenance in accordance with manufacturer recommendations and health and safety requirements.

Equipment requiring repair shall be reported within one (1) business day of discovery through the University's work order system, Schooldude. Reports shall include all required and requested information.

Contractor is responsible for daily maintenance of equipment in accordance with manufacturers' specifications.

Closing for breaks: Equipment must be cleaned and shut down in accordance with manufacturer specifications and in consultation and coordination with University Facilities Management.

Opening: Equipment shall be tested a minimum of two (2) weeks prior to opening and needed repairs shall be reported within one (1) business day of testing.

1.17 Menus & Prices

- i. The Contractor shall be responsible for providing a variety of high-quality and nutritious foods at reasonable prices at the dining facility. The focus on increased wellness options and marketing as such should be the Contractor's constant focus. The following shall guide menu development:
 - a. Develop innovative menus which emphasize variety, nutrition awareness, and quality.
 - b. Utilize food displays and merchandising techniques that draw customer attention and encourage customer engagement.
 - c. Offer menus that complement the stature of the University integrated with the realistic need to economize on space, utilities, and labor costs.
 - d. Be responsive to changing meal trends and patron preferences.
 - e. Provide menus that are supported by the proposed staffing plans submitted by the Contractor and the equipment available on the University's Premises as specified.
 - f. Distribution: The Contractor shall post each week's menu one week in advance at the entrance of the cafeteria and online.
 - g. Menus shall include vegetarian and Vegan entrées, ethnic specialties and a menu free of the top ten allergens.
- ii. Menu Boards: For all operations, menu boards will be prominently displayed on the Dining website and at the entrance. Menus shall be posted on the digital menu boards within the fourth-floor dining room. For all operations not within direct line of sight of the digital menu boards, a physical menu shall be posted.
- iii. Descriptions of daily specials are to be graphically merchandised at the individual entrances to each unit.
- iv. Web Page: Contractor shall maintain web pages or website linked to the University website with current and useful information for the University community. Posted items include current and accurate operational hours, menus, nutritional information, administrative contacts and phone numbers, policies and practices (meal card, take-out, etc.), description of dining venues, and Green practices. This list is not meant to be all inclusive, and creative use of web technology for improving communication to the campus is necessary.

Exhibit D
Responsibilities of both Parties

Each Party shall abide by the following list of responsibilities:

Item/Service	Provided By	Paid for By
Food Service Facilities, Major Equipment,	University	University
New Equipment purchases	***	***
Utilities: Heating, Ventilation, Water, Sewer, Gas, and electric services.	University	University
Equipment Depreciation	University	University
Preventative Equipment Maintenance	University	University
Daily Equipment Cleaning, Care & Maintenance	Contractor	Contractor
Exterior Building Maintenance	University	University
Equipment Maintenance and Service Contracts	University	University
Initial Par Inventory of Smallwares, as Jointly Approved. University will hold title.	University	Contractor
Replacements to Smallwares Inventory (title to be held by the University)	Contractor	Contractor
Office Furniture	University	University
Office Equipment (Computer, Copy Machine, etc.)	Contractor	Contractor
Major Repair of Ceilings, Light Fixtures, and Carpeting	University	University
Extermination	University	University
Trash Hauling Services including composting	University	Contractor, capped at the amount reflected under Section 7.6
Fire Suppression Systems	University	University
Grease and Exhaust Duct Cleaning	University	University
Grease Trap Cleanouts/Unclogging of Grease/Food from Wastewater Lines	University	University
Regular, Daily Cleaning to the Level of Spotlessness (floors, walls up to 6 feet in height, dusting of ceilings, as can be reached with an extended duster, and all equipment, floor drains, hoods/ventilation in kitchens and serveries, dining room tables and chairs, offices, entrances) Interior windows, door jams, windowsills, etc.	Contractor	Contractor
Management Information System Point-of-Sale	University	University

Item/Service	Provided By	Paid for By
Inventory, and production management hardware/software	Contractor	Contractor
All Food, Beverages, Labor Costs, Operating Supplies	Contractor	Contractor
Telephone Line Access ****	University	Contractor
Signage and Decorations for Food Service Facilities	Contractor	Contractor
Parking* Shall Adhere to University policies and regulations	University	University
Daily Spot Cleaning of Dining Room Carpeting and Floor Areas	Contractor	Contractor
Periodic Major Cleaning of Floors and Carpets (deep cleaning) within the dining halls	Contractor, in consult with University	Contractor*****
Insurance Coverage as Specified by University of Mary Washington	Contractor	Contractor
Banking Services	Contractor	Contractor
Transportation (trucks, vans)*	Contractor	Contractor
Credit Card and all bank Service Fees	Contractor	Contractor
Dining Card Access System Maintenance Fee (Transact & Transact POS)	University	University
Mobile Ordering Platform	selected with mutual agreement between University and Contractor	Contractor
Small Expendable Equipment	Contractor	Contractor
PCI DSS Compliance **	Contractor	Contractor
PII Compliance	Contractor	Contractor

*<https://adminfinance.umw.edu/parking/>

** Contractor shall provide PCI DSS documentation to the University as requested by the University, annually at minimum.

*** The University may purchase replacement equipment as it deems necessary. There are occasions that the Contractor shall, with written approval from the University, purchase equipment.

**** Contractor shall implement a means by which Contractor staff can be reached at their assigned University phone extensions.

***** Contractor shall clean floors daily with UMW-provided equipment specific to the floor. Floors and carpets are to be maintained daily as required by Contractor and University shall be responsible to pay for deep cleaning of floors and carpets.

Exhibit E
Hosted Technology Services Addendum

UNIVERSITY OF MARY WASHINGTON
Hosted Technology Services Addendum

VENDOR NAME: The Wood Company

VENDOR PRODUCT/SOLUTION: University of Mary Washington Dining Service Operations

This Addendum shall be included in any procurement deemed necessary requiring hosted technology services for the purpose of ensuring that the Commonwealth of Virginia and University of Mary Washington, technology standards are complied with for the duration of the agreement between the University and the Vendor.

Definitions:

- Agreement: The "Agreement" includes the contract, this addendum and any additional addenda and attachments to the contract, including the Contractor's Form.
- University: "University" or "the University" means University of Mary Washington, its trustees, officers and employees. The point of contact for the University is the contract administrator for this Agreement.
- University Data: "University Data" is defined as any data that the Vendor creates, obtains, accesses, transmits, maintains, uses, processes, stores or disposes of in performance of the Agreement. It includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites.
- Personally Identifiable Information: "Personally Identifiable Information" (PII) includes but is not limited to: Any information that directly relates to an individual and is reasonably likely to enable identification of that individual or information that is defined as PII and subject to protection by University of Mary Washington under federal or Commonwealth of Virginia law.
- Security Breach: "Security Breach" means a security-relevant event in which the security of a system or procedure involving University Data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- Service(s): "Service" or "Services" means any goods or services acquired by the University from the Vendor.

1. **Rights and License in and to University Data:** The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder.
2. **Nonvisual Access To Technology:** All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia. Compliance may be determined by the degree to which the product meets the recommendations described in the VPAT (Voluntary Product Accessibility Template) and/or WCAG 2.0 Level AA guidelines.

3. Data Privacy:

- a. Contractor will use University Data only for the purpose of fulfilling its duties under this Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this Agreement or as otherwise required by law.
- b. University Data will not be stored outside the United States without prior written consent from the University.
- c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under this Agreement. The Contractor will ensure that the Contractor's employees who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Agreement.
 - i. If the Contractor will have access to the records protected by the Family Educational Rights and Privacy Act (FERPA), Contractor acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in such records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use such records only for the purpose of fulfilling its duties under this Agreement for University's and its End Users' benefit, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the University.

4. Data Security:

- a. Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
- b. Contractor will store and process University Data in a secure site and will provide a SAS 70, SAS 70 Type II, SSAE 16, SOC 2 or SOC 3, or other security report deemed sufficient by the University, where available or applicable for SaaS product being resold, from a third-party reviewer along with annual updated security reports.
- c. Contractor will use industry-standards and up-to-date security tools, technologies and practices such as network firewalls, anti-virus, vulnerability scans, system logging, intrusion detection, 24x7 system monitoring and third-party penetration testing in providing services under this Agreement.
- d. Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at AES 256 or stronger.

5. Data Authenticity, Integrity and Availability:

- a. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, "is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration."
- b. Contractor will ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in-time and/or to the most current backup available.

- c. Contractor will maintain an uptime of as negotiated and accepted by the University and Contractor, appropriate to the level of criticality of the service, as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations, excluding regularly scheduled maintenance time.
- 6. **Employee Qualifications:**
 - a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this agreement including but not limited to all terms relating to data and intellectual property protection.
- 7. **Security Breach:**
 - a. Response. Contractor will make best efforts to respond within twenty-four (24) hours to any confirmed security incident involving University, but no later than seventy-two (72) hours. Contractor will notify the University, fully investigate the incident, and cooperate fully for reasonable request from the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
 - b. Liability. In addition to any other remedies available to the University under law or equity, when applicable to the type services being provided, in the event that it is determined in a forensic audit conducted by an independent third party engaged by Contractor that a Security Breach is due solely or in part to Contractor's failure to comply with applicable data protection standards, regulations, this addendum, or laws, then Contractor shall reimburse University for all reasonable costs and expenses, apportioned based on degree of fault as assigned by the audit. Contractor will pay for or reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach. Contractor agrees to indemnify, hold harmless and defend the University from and against any and all claims, damages, or other harm related to such Security Breach based off the level of fault as determined by the independent audit.
- 8. **Requests for Data, Response to Legal Orders or Demands for Data:**
 - a. Except as otherwise expressly prohibited by law, Contractor will:
 - i. Within 72 hours, notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
 - ii. consult with the University regarding its response;
 - iii. cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - iv. Upon the University's request, provide the University with a copy of its response.
 - b. Contractor will make itself and any employees, contractors, or agents assisting in the performance of its obligations under the Agreement, available to the University at no cost to the University based upon claimed violation of any laws relating to security and/or privacy of the data that arises out of this agreement. This shall include any data preservation or eDiscovery required by the University.

- c. The University may make a reasonable request and obtain access to University Data and related logs at no extra cost.

9. Data Transfer Upon Termination or Expiration:

- a. Contractor's obligations to protect University Data shall survive termination of this Agreement until all University Data has been returned or Securely Destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.
- b. Upon termination or expiration of this Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 30 days of termination of this Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
- c. In the event that the University requests destruction of its data, Contractor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University and to complete any required Commonwealth of Virginia documentation regarding the destruction of University Data.
- d. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Vendor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

10. Audits:

- a. The University reserves the right in its sole discretion to perform audits of on-site systems installed at University locations by Contractor at no additional cost to the University to ensure compliance with the terms of this Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, Contractor will at its expense conduct security risk mitigation assessments appropriate to the risk and criticality of the system/ data per industry standard practices.
- c. Additionally, Contractor will provide the University upon request the results any PCI Level 4 assessment of on-site Point-of-Sale systems installed by Contractor, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement.

11. **Compliance:**

- a. Contractor will comply with all applicable laws and industry standards in performing services under this Agreement. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.
- b. Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Contractor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA).

12. **No End User Agreements:** Any agreements or understandings, whether electronic, click through, verbal or in writing, between Contractor and University employees or other end users under this Agreement that conflict with the terms of this Agreement, including but not limited to this Addendum, shall not be valid or binding on the University or any such end users.

To the extent allowed by Virginia law, the University of Mary Washington will keep any information provided in a security audit report confidential to protect the integrity of the Vendor.

This Addendum and any other related and attached documents constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This Agency does not discriminate against faith-based organizations.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

Vendor

The Wood Company

AGENCY

University of Mary Washington

SIGNATURE: _____

SIGNATURE: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Exhibit F
Rate Negotiation Tool Spreadsheet

UNIVERSITY OF MARY WASHINGTON-ADMIN				
	Cost Categories Subject to Inflation	Ann'l avg Inflation Index	\$ Inflation	Notes
Board Sales				N/A
Settlement Sales				N/A
Retail Sales				N/A
Catering Sales				N/A
Camp/Conference Sales				N/A
Annual Revenue/Rate increase				
Food Cost				Consumer Price Index - Food Away from Home
Labor:				
Hourly Labor Hrs				N/A
Avg Hourly Rate				Employment Cost Index (ECI) - Accommodation and Food Services
Total Hourly Labor \$				
Outside Labor				Employment Cost Index (ECI) - Accommodation and Food Services
Management Wages				Sodexo Compensation Guidelines
Taxes				Employment Cost Index (ECI) - Accommodation and Food Services
Benefits				Sodexo Compensation Guidelines
Total Labor				
Paper Expense				PPI Series - WPU091503. Paper, Boxes and Containers.
All Other Operating Expenses				PPI Series "WPUFD49209 Finished Goods Excluding Food"
Projected Annual Cost Increases				
Annual Revenue/Rate increase				
Net Cost Subject to Inflation (before Adj)				% before program changes
Program Adjustments				Financial impact of program adjustments.
COVID Related Costs				
Net Cost Subject to Inflation				
Client Board Rate increase needed to offset Inflation				Net % increase required