

UAA RFP P19-004 APPENDIX 4
CAMPUS DINING PROVIDER TERMS OF AGREEMENT

BY AND BETWEEN

University of Alaska Anchorage

AND

Vendor,
by and through its **Vendor** Division

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ARTICLE I: DEFINITIONS

- 1.1 Academic Term. A semester.
- 1.2 Academic Year. August 1st through July 31th.
- 1.3 Accounting Period. An accounting period is one (1) calendar month within a fiscal year of July 1 through June 30.
- 1.4 Amortization. A method of allocating the cost of Vendor's investments in equipment, labor, and construction for approved University Dining Services Program capital projects over the life of the Agreement.
- 1.5 Branded Concepts. Those locally, nationally or regionally known concepts incorporated into the account and operated by Vendor through local, national, and regional third-party license agreements, franchise agreements, or subcontractor agreements. Vendor's internally developed brands shall not be considered to be Branded Concepts.
- 1.6 Capital Equipment. Equipment, fixture and furnishings that have a normal useful life of 1 year or more years and meet one or more of the following criteria:
- 1.5.1 Have an initial acquisition cost of \$5,000 or more;
 - 1.5.2 Are Sensitive Electronics owned by University of Alaska Anchorage University, to include but not necessarily be limited to Computers (Desktop, Laptop, Tablet, iPad, Netbooks, PDA) and Point of Sale equipment.
- 1.7 Cash Sales. All revenue generated by the cash, credit card, debit card and branded restaurant gift card sales in any outlet less any sales taxes.
- 1.8 Catering. Specifically ordered food and beverage that is prepared, delivered/picked up, and served to a collective group of people outside the normal confines of the residential dining services, retail food service outlets, summer conference/camp service, and/or concessions service.
- 1.9 Charge. A fee established by Vendor for goods or services provided by Vendor.
- 1.10 Client. University of Alaska Anchorage.
- 1.11 Client /University Commissions. The fixed or percentage amounts paid to University of Alaska Anchorage University by Vendor in accordance with the Agreement.
- 1.12 Contract Administrator. University of Alaska Anchorage University's on-site authorized representative responsible for day-to-day management of the Agreement and/or his or her designee(s) for various aspects of the Dining Services Program (Vice President for Student Life, Director of Housing and Dining).

- 1.13 Residential Dining. A dining service program offered to resident and non-resident customers {i.e. students, faculty, and Staff} for a fixed number of meals at a set price for which customers are charged at the beginning of an academic term or otherwise make an advance purchase. Each eligible customer must enter into a Residential Dining agreement with University.
- 1.14 Residential Dining Customer. A University student, faculty member or staff member who contracts with University for a contracted meal plan. The general public shall not be a Residential Dining Customer.
- 1.15 Convenience Store. A small retail shop that sells a range of everyday items such as groceries, snack foods, candy, toiletries, and soft drinks, with a retail pricing structure.
- 1.16 Declining Balance/Dining Dollars/Woolfbucks. A sum of money charged to a customer in addition to the cost of a meal plan and held in an individual account for the customer's use on a per purchase basis at either an all-you-care-to-eat "door price" residential dining operation, branded or non-branded retail dining venue, convenience store, or other a la carte operation.
- 1.17 Deficit. A negative excess of the total Authorized Operating Expenses over Net Sales.
- 1.18 Dining Services Program. Vendor's preparation, service, and sale of food, beverages, goods, merchandise, and other items at University of Alaska Anchorage University. Dining Services Program shall include operation of the following:
- Residential Dining (for Residents and other occasional customers)
 - Retail Dining Operations (Vendor Brands and/or National/Regional Brands)
 - Retail Convenience Store Operations
 - Catering Services
 - Summer Camp/Conference Dining
- 1.19 Electronic Access System. A computer based, ID accessed, declining balance system for the management of individual dining service accounts.
- 1.20 Fiscal Year. University's fiscal year, which is a period of twelve (12) consecutive months from October 1 through September 1.
- 1.21 Furnishings. Includes all the furniture and fixtures (improvements to the space such as draperies, wall treatments, light fixtures) within the Premises assigned to Vendor.
- 1.22 Gross Sales. All moneys received for sales or services provided under this Agreement rendered at or from the Premises, including sales tax.
- 1.23 Meal Plan. A set number of meals that can be consumed in a given period of time under certain conditions for a set price, and that are available to customers living on and off campus.
- 1.24 Mutual Agreement. Joint agreement between University and Vendor as to the particular question involved.

- 1.25 Net Sales. All sales of food, beverages, goods, merchandise, and services in the Dining Services Program, net of sales taxes.
- 1.26 Operating Expenses. All expenses associated with the Food Service operation, as categorized in Section 15.1.
- 1.27 Payroll Tax & Benefits. Includes all payroll taxes (FICA, FUTA, State Unemployment and State Health Insurance), social insurance (i.e. workers' compensation insurance, welfare or pension plan payments), accident and health insurance premiums and the cost of employee instruction and education, employees' parties, and employee meals.
- 1.28 Periodic. The term periodic shall mean on a regularly recurring basis (i.e. monthly, weekly, quarterly, annually) as determined and agreed to either in the RFP or proposal or mutually agreed to following the Agreement signing.
- 1.29 Point-of-Sale. A computer-based system to 1) accept payment for Dining Services Program purchases, and 2) provide an ID accessed, declining balance system for the management of individual dining service accounts.
- 1.30 Premises. All areas on the campus of designated by University in Attachment 1 for Vendors' use in the preparation, sale, service, and storage of food and related supplies.
- 1.31 Premium Meals. An "upscale" meal, more than the daily fare, designed to alter the general routine of the Dining Services Program and which specifically includes at least one (1) choice of a costlier entrée item than is normally on the daily menus.
- 1.32 Pre-Opening Expenses. Costs, charges, and expenses related to the opening of the Food Service operation, immediately prior and/or during the first semester of the contract, only as pre-approved by University.
- 1.33 Proceeds. The excess of Net Sales less Vendor's Authorized Operating Expenses.
- 1.34 Retail Operations. Snack bars, cafeterias, food carts, quick service outlets, food trucks, bake shops, delis, coffee shops and kiosks, and convenience/variety stores that sell items on an a la carte basis.
- 1.35 Shall. Shall and will are used interchangeably meaning an obligation to perform.
- 1.36 Smallwares. Items used in the serving of food and beverages such as chinaware, glassware, flatware, and service ware, as well as items used in the preparation of food such as pots, pans and kitchen utensils.
- 1.37 Unallowable Vendor Overhead Expenses. The indirect costs that Vendor expends in managing the Dining Services Program that are not considered by University of Alaska Anchorage University to be an Allowable Vendor Expense for purposes of calculating Vendor's proceeds.
- 1.38 University Paid Expenses. Dining Services Program expenses paid for by University.

- 1.39 Utilities. All costs of electricity, gas, water/sewer, , phone/internet connection and cell phones.
- 1.40 Vendor Brands. Vendors' own in-house trademarked brands incorporated into University's Dining Services Program.
- 1.41 Vendor Paid Allowable Expenses. Amounts incurred and required to be paid for by Vendor that are directly attributable to the operation of the Dining Services Program and can be included as a cost, charge or expense for purposes of calculating Vendor proceeds.

ARTICLE II: TERM, TERMINATION, AND SERVICES

2.1 Term and Termination.

- 2.1.1 The term of this Agreement commences on the Effective Date of June 1, 2019 and continues through June 30, 2029 ("Initial Term") unless terminated by either party as hereinafter provided. This Agreement may be extended for one (1) additional five (5) year term upon written mutual agreement by University and Vendor prior to January 1, 2029. A year will be considered a period of twelve (12) consecutive months.
- 2.1.2 This Agreement may be canceled by University or Vendor at any time, with or without cause, upon ninety (90) calendar days written notice by University to Vendor and one hundred twenty (120) calendar days written notice by Vendor to University. In addition, Vendor's specified date for termination shall be July 31st of the contract year immediately following Vendor's notice to terminate. In the event of such a cancellation, Vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. In the event that Vendor gives notice under this section that it proposes to cancel the Agreement, University shall use its best efforts to secure an agreement with a new vendor whose services will commence immediately after Vendor's cancellation becomes effective. If, however, University is not able to do so, Vendor shall continue providing the Dining Services Program pursuant to the terms and conditions of this Agreement, and any addenda/amendments thereto, until an agreement with a new food service vendor becomes effective. University will not unreasonably delay in securing the services of a new vendor in the event of Vendor's cancellation.
- 2.1.3 If either party breaches a provision of the Agreement (hereafter "Cause"), the non-breaching party shall give the other party notice of such Cause or breach. If the Cause or breach is remedied to the satisfaction of the non-breaching party within thirty (30) calendar days the notice shall be null and void. If such Cause is not remedied to the satisfaction of the non-breaching party within the specified period, the party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period noted in this subparagraph.
- 2.1.4 Notwithstanding any other provisions of this paragraph to the contrary, either party shall be under a duty to immediately remedy a breach of this Agreement that poses a health or safety issue. If either party determines that a breach is a danger to the health and safety to any of the parties or their employees, customers, or invitees, it shall so notify the breaching party in writing and the breaching party shall respond immediately, which shall mean that the party must use all diligence reasonably possible under the circumstances. If the breaching party does not respond promptly and appropriately to the written demand, the demanding party may take immediate action to remedy the problem and submit the cost to resolve the problem to the breaching party for reimbursement within fourteen (14) calendar days. If the breaching party fails to make the reimbursement to the demanding party, the demanding party may proceed to terminate this Agreement for Cause as provided for in this section.

- 2.1.5 If this Agreement is terminated by either party, all outstanding amounts owed Vendor by University, or University by Vendor, shall become due and payable within forty-five (45) calendar days of the termination date.
- 2.2 Services. The following services shall be provided by Vendor, collectively referred to in this Agreement as the “Dining Services Program.” Generally, Vendor shall have exclusive rights to the existing dining locations and first right of refusal for future dining locations.
- 2.2.1 Residential Dining: Vendor shall have exclusive rights to manage and operate Residential Dining services at the Premises identified in Attachment 1.
- 2.2.2 Retail Dining: Vendor shall have exclusive rights to manage and operate Retail Dining and Convenience Store services, at the Premises identified in Attachment 1.
- 2.2.3 Catering Services: Vendor shall have non-exclusive rights to manage and operate Catering Services at the Premises listed in Attachment 1.
- 2.2.4 Vendor shall have exclusive rights to manage and operate Summer Camp/Conferences Food Service at the Premises listed in Attachment 1.
- 2.3 Additional Services. Over the term of the Agreement, the University and Vendor may mutually agree upon other services and/or service locations as necessary. Any additional services or service locations shall first be memorialized by a written amendment signed by all the parties.
- 2.4 Service Exclusions. Vendor shall be prohibited from providing the following services:
- 2.4.1 Union Station, Student Union Building
- 2.4.2 Drowsy Wolf, Student Union Building
- 2.4.3 Lucy’s, Lucy Cuddy Hall
- 2.4.4 Alaska Airlines Center (AAC) concessions, catering and Varsity Sports Grill
(Clause 2.4.4 to be eliminated if campus and AAC contracts are awarded to same offeror)
- 2.5 Service Prohibitions. Vendor may not use University’s Premises for any purpose related to fulfillment of other contracts of Vendor, except as specifically agreed to by University, in writing, and with financial compensation that is acceptable to University.
- 2.6 Transition Plan. The Transition Plan submitted in the Vendor proposal shall serve as the guideline for the successful Vendor to assume management of the Dining Services Program and for the successful transition/opening of the University’s Food Service operations on June 1, 2019. The Transition Plan shall be subject to review and approval of the University’s Contract Administrator who shall retain the authority to make alterations to the plan as deemed necessary to insure a smooth transition to the start of operations. The Vendor will provide all necessary professional coordination services for implementation of the Transition Plan at its own cost and expense. The Vendor shall attend meetings as required by University to insure a smooth transition into both summer conference and food dining operations.

- 2.7 University Use of Vendor's Premises. University shall have and maintain the right to use Vendor's assigned Premises for its various purposes as required. This includes (but is not limited to) registration of students, testing, dances, conferences, and events. The University will provide to Vendor a reasonable advance notice of such events and shall return the locations to the condition in which received.
- 2.8 Correction of Errors, Defects and Omissions. The Vendor agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this contract, without undue delays and without cost to the University. The acceptance of the work set forth herein by the University shall not relieve the Vendor of the responsibility of subsequent correction of such errors.

ARTICLE III: EMPLOYEES

- 3.1 Management and Personnel. Vendor shall adhere to the following requirements regarding its management and non-management personnel.
- 3.1.1 All management and non-management employees that work in the University's Dining Services Program shall be Vendor's and/or Vendor's subcontractor's employees, not University employees. It shall be Vendor's responsibility to inform all of its employees that they are clearly Vendor employees, and not employees of University.
- 3.1.2 Vendor shall employ an On-Site Management Team consisting of the following required positions:
- 3.1.2.1 General Manager (hereinafter "GM")
 - 3.1.2.2 Executive Chef
 - 3.1.2.3 Retail Dining Operations Manager
 - 3.1.2.4 Residential Dining Operations Manager
 - 3.1.2.5 Catering Manager
 - 3.1.2.6 Marketing Manager
- 3.1.3 Each position of the On-Site Management Team shall be responsible for the Food Service Program as specified in this contract. Each On-Site Management Team member must have a minimum of three (3) years consecutive employment in similar food service operations (high volume and multi-unit operations) with comparable management and financial responsibilities. Each On-Site Management Team member's sole responsibility will be the University's Dining Services Program and he/she will have no other management or supervisory responsibility for other operations or businesses of the Vendor. Any exception to this is at the sole discretion of University and must be approved in writing by University. Additional requirements shall include:
- 3.1.3.1 General Manager shall have extensive managerial experience in HR, strategic planning, marketing, cost control, project implementation and college campus dining.
 - 3.1.3.2 Executive Chef will have extensive, formal culinary training, including culinary certifications from an accredited culinary arts program or through the American Culinary Foundation, with particular emphasis on recipe development, menu development, food cost control and inventory management.
 - 3.1.3.3 Retail Dining Operations Manager shall have extensive, hands-on experience in managing multiple retail locations of differing formats and concepts.
 - 3.1.3.4 Residential Dining Operations Manager will have extensive experience in managing an ongoing residential dining program, preferably in a college or university setting.
 - 3.1.3.5 Catering Manager will have extensive, formal training in Catering Services, with particular emphasis on customer service, event planning and presentation, and event management.

- 3.1.3.6 Marketing Manager will have extensive, formal training in marketing and promotions techniques.
- 3.1.4 Vendor shall employ one full-time, on-site Manager/Coordinator having a minimum of three (3) years consecutive employment in office management, including accounting, bookkeeping and financial reporting with comparable responsibilities, preferably in similar food service operations. The Business Manager/Coordinator shall be fully trained in Vendor's accounting/bookkeeping systems and shall be required to work closely with the University's Contract Administrator on reconciliations, implementation and monitoring of financial controls and financial reporting. Additionally, the Business Manager/Coordinator shall be fully conversant with Vendor's management information system, having the ability to generate a wide range of operational and management reports from the system. The Business Manager/Coordinator's sole responsibility will be the University's Dining Services Program and he/she will have no other management or supervisory responsibility for other operations or businesses of the Vendor. Any exception to this is at the sole discretion of University and must be approved in writing by University.
- 3.1.5 On-Site Management Team assigned to the University's Dining Services Program shall be selected with prior approval of University. University reserves the right to interview and review the qualifications of the individuals that the Vendor proposes for these positions at any time during the contract period. The University may withhold approval of one or more of the individuals proposed, in which case the Vendor is required to submit other candidates (such approval shall not be unreasonably withheld by University).
- 3.1.5.1 In no case shall Vendor initiate a transfer of a member of the On-Site Management Team more than once every three years unless mutually agreed, although University agrees that Vendor's management employees shall be permitted to and Vendor shall not discourage them from responding to an open position, which may affect their length of service at the University.
- 3.1.5.2 In no case shall a member of the On-Site Management Team be reassigned from the University with less than ninety (90) days advance notice and replacement selection made which is acceptable to and mutually agreed to by the University. On Site Management Team positions shall not remain unfilled.
- 3.1.5.3 During any such search period, should the GM position remain unfilled on site for more than a period of three weeks, Vendor shall be required to provide the University with an interim on-site manager with GM experience until such time as the appointed GM arrives on campus to assume his or her duties.
- 3.1.5.4 Should any management position be vacant for more than ninety (90) days, Vendor shall make a payment to the University equal to the manager's wages beginning day ninety-one (91) until the vacancy is filled.
- 3.1.5.5 This section shall not limit the right of a Management Team member to resign or the right of the Vendor to end the employment relationship.

- 3.1.6 All members of Vendor's On-Site Management Team shall be formally trained by Vendor in diversity and multicultural awareness. Additionally, the On-Site Management Team may be required to participate in the University's diversity training sessions.
- 3.1.7 Vendor will recruit, hire, employ, train, supervise, direct, discipline, and, if necessary, discharge any and all personnel working in the Dining Services Program. The Vendor shall have adequately trained personnel to maintain the high quality of food service required by University. Vendor shall ensure that critical positions (those that are necessary to open and operate dining operations) will have adequate back-up employees to call in to cover for absenteeism.

Vendor shall maintain an adequate staff of executive managers, assistant/operational managers and employees on duty to provide an excellent level of service with regard to University's Dining Services Program, and shall provide such expertise (administrative, dietetic, purchasing, human resources, multicultural competency and so forth) as needed. University shall have the right to review staffing patterns and job schedules, and to require Vendor to alter same to insure adequate staffing.

- 3.1.8 Vendor is encouraged to maximize the hiring of existing employees of the previous vendor but shall have the discretion to choose to hire or release all current food service employees based on qualifications and individual interviews. Employees of the outgoing Vendor who are hired by Vendor may be placed on a probation of no less than ninety (90) days, which may or may not include a Performance Improvement Plan established by the Vendor to allow Vendor to evaluate work performance. All healthcare and/or health insurance benefits must be effective the first day of employment. The Vendor shall honor the accrued seniority for all employees. Notwithstanding the provisions herein, Vendor shall have the right to terminate any of Vendor's employees at any time for cause.
- 3.1.9 Vendor shall consider University's employee policies and practices when establishing policies and practices for Vendor employees.
- 3.1.10 Vendor shall not, without University's prior approval, make any substantial change in wages, fringe benefits or working conditions of non-management Food Service employees, unless required by applicable law, regulation, ordinance or court order.
- 3.1.11 Vendor shall be required to develop and implement a high quality, proactive student employee hiring and retention program. Targets for student employment shall be as mutually agreed to by Vendor and University as part of the annual Strategic Action Plan. Student retention program shall include specialized training and advancement opportunities. Vendor agrees to adhere to University employment practices whenever feasible. Vendor shall be responsible for all student employment forms and insurance, including but not limited to, any workers' compensation or other liability claims resulting from work-related injuries to students who are employed by Vendor. Student employment and retention shall be tied to KPI's.
 - 3.1.11.1 Vendor shall comply with all federal regulations related to employment and

compensation of personnel including those pertaining to federal and state employment taxes (including any and all social security, unemployment taxes, and workers' compensation payments).

- 3.1.11.2 Vendor shall require all employees to meet the appropriate health standards prescribed by applicable municipal, state, and federal laws and regulations. The Vendor represents that all services provided hereunder shall comply with the Occupational Safety and Health Act, as may be amended and including all regulations adopted pursuant thereto and in effect at the University dining facility of performance of service.
- 3.1.11.3 To the extent permitted by law, the Vendor shall insure that any employee that reports to work ill shall be sent home and not allowed to resume work until fully recovered.
- 3.1.11.4 To the extent permitted by law, when informed that an employee of Vendor has a condition which reveals the existence of an illness or communicable disease or other condition which could affect the safe, sanitary, or healthful operation of the Dining Services Program, Vendor will ensure that said employee has undergone, by a licensed physician, an examination which would either verify or contradict the existence of the condition. To the extent permitted by law, if such condition is verified, Vendor will not utilize the services of said employee at University's Premises until the condition of that employee returns to a healthful status as indicated in writing and signed by the physician.
- 3.1.11.5 Vendor agrees that all employees will be dressed in neat-appearing uniforms with name tags that, at a minimum, identify the first name of the employee. Vendor will ensure that its employees wear proper, safe and neat-appearing footwear while working on campus. Employees of the Vendor shall be appropriately uniformed when performing their work assignments. The term appropriate uniform is interpreted to include all apparel, name tags, hats, hair nets, etc. The Vendor must submit samples of uniforms and other apparel of all service personnel for approval by University. Cost of Vendor's employee uniforms will be borne by the Vendor.
- 3.1.11.6 Vendor will issue photo identification badges to all of its employees, at Vendor expense. Vendor shall provide University with a list of its employees and shall always keep this list updated.
- 3.1.11.7 University, at its option, may provide University identification badges to some or all of Vendor's management staff. In this case, Vendor is responsible for notifying the University immediately when an employee terminates employment or loses his/her badge.
- 3.1.11.8 Vendor shall require all employees to utilize authorized and designated entrances and exits during working hours.
- 3.1.11.9 Vendor will restrict employees to assigned parking spaces during working hours and require them, when not working, to vacate Premises associated with the Dining

Services Program.

- 3.1.11.10 Vendor shall assure that the GM, manager, or a supervisor will be on site at each location during all hours the Dining Services Program is in operation, including catering services.
 - 3.1.11.11 Vendor shall bear complete financial responsibility for any vandalism or loss due to negligence or willful misconduct on the part of its employees.
 - 3.1.11.12 Vendor shall insure that all Vendor employees adhere to University's smoking, alcohol and drug policies.
 - 3.1.11.13 Vendor shall immediately notify University in writing of impending labor, employee, and vendor problems or any other circumstances that could adversely affect the operation of the Dining Services Program.
 - 3.1.11.14 Vendor shall continue to provide services under the contract in the event of strikes and other labor disturbances.
- 3.2 Personnel Obligations. Each party hereto shall be solely responsible for all personnel actions regarding employees on its respective payroll. Each party shall withhold or pay all applicable federal, state and local employment taxes and payroll insurance with respect to its employees, insurance premiums, and contributions to benefit and deferred compensation plans, licensing fees and workers' compensation costs and shall file all required documents and forms.
- 3.3 Employment Screening and Employee Removal.
- 3.3.1 Vendor shall ensure that each Vendor employee assigned to the Dining Services Program has a clear criminal history. Vendor will implement a background check policy that meets or exceeds the requirements of University's internal procedures. Vendor shall exercise reasonable diligence to assure that it does not assign to University's Dining Services Program any employee or agent who may reasonably be considered to pose a threat to the safety or welfare of members to the University community or its property.
 - 3.3.2 All Vendor employed personnel shall be subject to University policies, rules, codes of conduct and regulations in effect for all University employees while working on campus, as outlined in University's official Policies and Procedures, including personal behavior and the use of University property.
 - 3.3.2.1 In the event of University disapproval of the conduct or behavior of any employees, the University shall inform the Vendor.
 - 3.3.2.2 An offending employee of the Vendor shall be removed from employment in the University's Dining Services Program immediately upon the receipt of a written request from University.

3.3.2.3 Notwithstanding the foregoing, Vendor shall not be required to remove any employee at the request of University if, in Vendor's reasonable opinion, compliance with any such request by University would cause Vendor to violate applicable employment laws, employment contracts, or collective bargaining agreements.

3.3.2.4 Vendor agrees to provide University with a written statement of Vendor's reasons for non-removal of such employees.

3.3.3 Vendor shall hold harmless and indemnify the University from any liability or expense arising out of Vendor's negligent failure to carry out the obligations assumed under Sections 3.3.1, 3.3.2, and 3.3.3 of this Agreement, including defense and indemnification of third party claims; provided, however, that nothing herein shall require Vendor to indemnify the University for any liability solely caused by the University's negligent acts or omissions.

3.3.4 Nothing in these sections shall be interpreted to preclude University Police Services or other law enforcement officials from taking such emergency action relative to conduct by a Vendor employee or agent who poses an immediate threat to safety or welfare of members of the University community or its property.

3.4 Employee Training.

3.4.1 Vendor shall ensure that all Vendor managers and non-management employees participate in instruction and training for proper behavior and expectations regarding:

- 3.4.1.1 Diversity and multicultural awareness, knowledge and skills;
- 3.4.1.2 Customer service standards of excellence;
- 3.4.1.3 Food preparation methods, including handling known allergen inducing foods;
- 3.4.1.4 Food safety;
- 3.4.1.5 Blood borne pathogens;
- 3.4.1.6 Sanitation standards;
- 3.4.1.7 Dress and identification;
- 3.4.1.8 Personal habits and hygiene;
- 3.4.1.9 Cleaning and sanitation procedures;
- 3.4.1.10 Life safety;
- 3.4.1.11 Equipment operation;
- 3.4.1.12 University protocol for addressing bias incidents;
- 3.4.1.13 University sexual harassment, Violence Against Women Act, and discrimination/Title IX policies;
- 3.4.1.14 Conduct when working with minors;
- 3.4.1.15 Emergency preparedness;
- 3.4.1.16 Premise-specific policies (i.e. – access, etc.).

Regularly scheduled training meetings shall be conducted no less than monthly during the academic year by Vendor at its own expense. Such meetings shall include all full- and part-time employees of Vendor, including student employees. For all new hires,

Vendor will provide immediate training as necessary, covering the types of tasks performed in the assignment(s) covered by the new employee.

3.4.2 For events or dining operations where alcoholic beverages are served by Vendor employees, such Vendor employees will be trained in the service of alcohol and certified according to Alaska State requirements and in compliance with University policy, if applicable. Upon University request, the Vendor shall provide University with proof of relevant employees' certification. The Vendor and its employees serving alcoholic beverages shall comply with the following:

3.4.2.1 Alcoholic beverages shall be stored only in University approved securable storage;

3.4.2.2 Any selected Vendor employee serving alcoholic beverages at licensed premises shall be 21 years of age or older, never convicted of a crime, and not a full-time law enforcement officer;

3.4.2.3 Vendor employees serving alcoholic beverages shall record sales of alcoholic beverages separately from food and non-alcoholic beverage items.

All serving of alcoholic beverages shall be done in accordance with University policies and all applicable Alaska State and municipal law, including restricting access to alcoholic beverages by persons under the age to consume and by those who are actually or apparently intoxicated.

3.5 District Support Personnel. All District level support personnel assigned to University that are not part of the agreed to On-Site Management Team shall be paid as a Vendor Overhead Expense, as per the terms of Section 13.4

ARTICLE IV: GENERAL OPERATING PROVISIONS

4.1 Premises, Capital Equipment, and Furnishings.

4.1.1 University shall furnish at its expense, the Premises, Capital Equipment, and Furnishings owned by University including, but not limited to, kitchen equipment, servery equipment, storage equipment, fire extinguishing equipment, and dining room tables and chairs.

4.1.2 The Premises, Capital Equipment, and Furnishings provided by University shall comply with all applicable building, sanitation, safety and health laws, ordinances, rules and regulations, including the federal Occupational Safety and Health Act of 1970, as amended, or applicable state act and the standards promulgated there under. University agrees to be responsible for its acts or the results thereof arising solely from its breach of the aforementioned obligations, provided Vendor, its employees or agents, shall not have caused such breach. University further agrees that 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 University's expense unless the need for such modification or alteration is caused by misuse or negligent actions of a Vendor's employee, in which case the cost will be the responsibility of the Vendor. This section shall survive termination of this Agreement. Vendor shall take reasonable and proper care of University's property.

4.1.3 Vendor shall, with respect to its own property and at no cost to University, make all repairs, alterations, modifications, and replacements necessary to correct any violations of any applicable building, sanitation, health, or safety law, rule or regulation.

4.1.4 All Vendor proposed facility renovation or new construction, equipment installation, and/or other capital improvements or alterations require advance University notice, with such approval at the sole discretion of University. Prior to review of the request, Vendor shall provide to the University and system office design and construction documents of the work prepared by a licensed architect and/or engineer qualified within the state of Alaska. All work undertaken by Vendor shall require adherence with Prevailing Wage laws and related reporting obligations. Vendor shall be required to provide University with accurate capital budgets, impact on operating budgets, timelines, and conform to the design and construction standards as outlined in the **UAA Facility Design Standards and Procedures Guideline**.

https://www.uaa.alaska.edu/about/administrative-services/departments/facilities-campus-services/facilities-planning-construction/forms_standards/documents/UAA-Facility-Design-Standards%202016.pdf

4.2 Inventory of Capital Equipment and Furnishings. Immediately upon commencement of this Agreement, Vendor and University shall together conduct an initial physical inventory, of Capital Equipment and Furnishings within Vendor's Premises. The Inventory of Capital Equipment and Furnishings will be documented in Attachment 13. Thereafter, Vendor and University shall annually update this inventory, which shall include the Capital Equipment and Furnishings from

the initial inventory, plus additional purchases during the contract year, less any equipment disposed of in accordance with Section 4.9.2.5. Upon termination of this Agreement, University will confirm a final physical inventory of all Capital Equipment and Furnishings. At that time, Vendor shall surrender an equal inventory of Capital Equipment and Furnishings to University, subject to reasonable wear and tear or loss or destruction due to fire or other casualty. If any inventoried item is lost, damaged or unaccounted for prior to expiration of its useful life, either during or at termination of the contract, as a result of Vendor's negligence and not considered reasonable wear and tear, then the Vendor will either pay the University an amount proportionate to the remaining useful life of the item using the straight-line method of amortization, or replace items with an identical product or equal at Vendor's cost.

- 4.3 Smallwares. University shall furnish, at its expense, all smallwares owned by University and associated with Vendor's assigned Premises. Vendor shall provide, at Vendor expense, an initial purchase of any additional smallwares needed for the proper operation of the Dining Services Program. University provided smallwares, in conjunction with Vendor's initial smallwares purchase, shall together comprise the smallwares par stock.
- 4.4 Smallwares Inventory and Replacement. Immediately upon commencement of this Agreement, Vendor and University shall together conduct an initial physical inventory, updated annually thereafter, of the smallwares par stock associated with Vendor's Premises, to be documented as Attachment 14. Additionally, if Vendor is to provide service to new or renovated Dining Services Program locations, Vendor and University shall mutually agree to increase the par stock with such items as are required and shall mutually agree as to whether the items shall be purchased by University or by Vendor. Vendor shall be required to provide ongoing replacement of the Smallwares par stock, with all Vendor purchases to be fully expensed as a cost of operations in the year of purchase. Ownership of the Smallwares par stock shall reside with the University. Upon termination of this Agreement, Vendor shall surrender an equal inventory of Smallwares to University in the same order and condition as when received or purchased by Vendor, subject to reasonable wear and tear or loss or destruction due to fire or other casualty.
- 4.5 Right of Inspection. University retains the right to inspect, evaluate, and request changes in the operation and condition of the Dining Services Program and Premises at any time with respect to quality, quantity, and production of all food items, hours of meal service, prices, safety, sanitation, and maintenance of the facilities and equipment to bring them to levels satisfactory to University.
- 4.5.1 Inspections and evaluations shall be conducted so as not to interfere with the normal operations of Dining Services Program functions. University reserves the right to periodically conduct an unannounced inspection with or without Vendor's representatives being present. Inspectors from all state and local authorities and from University shall have complete cooperation from Vendor.
- 4.5.2 When state and local authorities arrive for inspection, University shall be notified by Vendor and, whenever practical, University's Contract Administrator shall be present for the inspection. University and Vendor shall each provide the other with copies of any state or local authority's inspection report it receives, within five (5) calendar days of receipt.

4.5.3 Within ten (10) calendar days of receipt by Vendor, Vendor shall provide University with a written report of corrective action taken. In the event that corrective action is a joint responsibility, Vendor shall notify University of its responsibility in the matter and shall work with University in the implementation of such action.

4.6 Vendor's Designated Offices.

4.6.1 Office Facilities. University shall provide, without charge to Vendor, suitable office facilities for use by Vendor in the performance of this Agreement. At a minimum, University shall provide Vendor with the following:

4.6.1.1 Space in or adjacent to each Food Service facility for use by the unit manager;

4.6.1.2 A publically accessible, and professionally appearing Catering office space;

4.6.1.3 A central administration office space at one location. The University agrees that if adequate space cannot be provided on campus University will lease necessary space off-campus at University cost;

4.6.1.4 Vendor shall take reasonable and proper care of the office facilities and shall return them to University at the termination of this Agreement in good condition, ordinary wear and tear accepted.

4.6.2 Existing Office Furniture. At the commencement of this Agreement, University shall provide its existing office furniture assigned to Vendor's Premises at no charge to Vendor. Additional furniture required shall be Vendor's responsibility to obtain and purchase, at Vendor's cost, subject to University approval. Vendor shall be responsible for maintenance of such furniture in good condition and repair. Upon termination of this Agreement, Vendor shall return University's office furniture in the same condition as when received by Vendor, subject to reasonable wear and tear or loss or destruction due to fire or other casualty.

4.6.3 Telecommunications. University shall, at no additional cost to Vendor throughout the term of this Agreement, assign a mutually-agreed number of dedicated telephone lines and provide desktop and/or wall-mounted telephone instruments for Vendor's business use.

4.6.3.1 Vendor shall use University's telephone system, including University's designated service provider(s) and assigned lines and instruments, throughout the term of this Agreement.

4.6.3.2 Vendor shall not install a separate telephone system but shall be responsible for costs to repair and maintain assigned lines, costs to repair or replace telephone instruments, and local and long-distance service charges to the assigned lines.

4.6.3.3 Vendor shall notify University when repairs or replacement are required, and University shall expedite said repairs or replacement. All costs incurred by University to

repair or replace lines or equipment on Vendor's behalf shall be invoiced to Vendor by University, and Vendor shall remit payment to University within thirty (30) calendar days of receipt of invoice.

4.6.3.4 All local or long-distance service charges incurred by Vendor shall be paid by University upon receipt(s) from University's telephone service provider(s). University shall invoice Vendor for the local or long-distance service charges and Vendor shall remit payment to University within thirty (30) calendar days of receipt of invoice.

4.6.3.5 Vendor shall provide its own cellular telephones and service, at Vendor cost.

4.6.4 Office and Other Machines. Vendor shall provide all office machines necessary for the management of the Dining Services Program to including personal computers, printers, FAX machines, copy machines, calculators, safes, timekeeping equipment, and any other office machines required for Vendor's internal business operations.

4.6.5 General Office Supplies. Vendor shall furnish at its expense, necessary office supplies, including but not limited to paper, postage and file folders.

4.7 University Systems.

4.7.1 Connectivity. University acknowledges that, in connection with the services being provided hereunder, Vendor may need to operate certain information technology systems, including but not limited to point-of-sale devices, e-commerce solutions, and computer hardware and software services and applications ("Non-University Systems"). University further acknowledges that the Non-University Systems may need to interface with or connect to University's networks and information technology systems ("University Systems"). As an agent to University, the Vendor and all employees must comply completely with University Acceptable Use Policy, FERPA laws, Payment Card Industry (PCI) guidelines. All devices (whether connected through cabled network or wireless), all software and systems must be properly secured and fully compliant with current PCI standards. Any devices, software or systems that are not compliant with University PCI requirements that would result in additional costs to University for security consulting services, PCI reporting, PCI compliance or risk mitigation measures will be paid by the Vendor to University. Any additional hardware, software or systems needed to provide connectivity or security of the connectivity shall be paid for by the Vendor.

4.7.2 Email Accounts. University shall provide and assign University e-mail accounts for Vendor's key managers and supervisors. As a cost of operations, Vendor shall pay a licensing fee to University for each assigned email account. In the event of the termination or addition of a key manager or supervisor, Vendor shall notify University's Contract Administrator within 30 days of the event, and will further be required to provide the Contract Administrator with a full list of its University email accounts on July 31st of each year of the contract term.

4.7.3 Electronic Access System.

4.7.3.1 University shall provide and maintain, at its expense, a software management system that shall be capable of handling the various meal programs included in this Agreement.

4.7.3.2 As part of its Electronic Access System responsibilities, University shall provide the equipment and services identified in Attachment 9

4.7.3.3 As part of its Electronic Access System responsibilities, Vendor shall:

4.7.3.3.1 Provide the equipment and services identified in Attachment 9.

4.7.3.3.2 Bear all costs of daily operation including cash registers, paper supplies, and labor to operate the system, including service hours for student access.

4.7.3.3.3 Be responsible and bear the cost for the maintenance and support costs of all Vendor software.

4.7.3.3.4 Be responsible and bear the cost of all hardware and software support and maintenance of University's Electronic Access System.

4.7.3.3.5 Be responsible for and bear the cost of programming and configuration of Vendor's Point-of-Sale devices.

4.7.3.3.6 Work with University's designated banking partner, including for processing of credit card purchases.

4.7.3.4 University and Vendor shall each immediately notify the other as soon as either party becomes aware that customer service may be affected because of any malfunctions which require maintenance or repairs on the Electronic Access System equipment, including all cash registers.

4.7.3.5 Vendor shall furnish University with requested daily/weekly reports to verify all customer counts, meal counts, cash sales, Flex Dollar and "Dawg Buck" declining balance sales, and other pertinent information so requested pertaining to all Vendor's services, including subcontracted services. University may, at any time, make unannounced audits of the cashiers, especially the retail operations. The audits shall not interfere with peak period retail sales.

4.7.4 Website. Vendor, at Vendor's sole cost, shall establish and maintain a high quality, customer interactive, informational website for the Dining Services Program at Vendor expense, linked to University's website at a location of University's choosing ("Hosted Website"). Vendor's Hosted Website shall be in compliance with University graphic standards and the provisions of Section 9.1 and not include third party advertising without the prior written permission of University. At a minimum, the Hosted Website

shall contain the following, with information to be kept current at all times, and all content subject to University approval:

- 4.7.4.1 Dining Services Program locations (including location map) and days/hours of operation;
- 4.7.4.2 Menus for each Food Service location, including pricing and caloric/nutritional breakdown of foods offered as per the requirements of Sections 6.1.2 and 6.1.3, and pricing;
- 4.7.4.3 Resident meal plan configuration, pricing and policies;
- 4.7.4.4 Voluntary meal plan information, promotional materials and online purchase capability;
- 4.7.4.5 Information on Vendor's on-campus wellness initiatives as well as nutritional and wellness education information. Information will be kept current at all times;
- 4.7.4.6 Catering menus, pricing and policies, and link to Vendor's catering ordering software;
- 4.7.4.7 Upcoming events and promotions;
- 4.7.4.8 Information on Vendor's on-campus sustainability initiatives as well as sustainability education information. Information will be kept current at all times.

Vendor is encouraged to offer additional e-commerce solutions on its website, subject to prior review and approval by University. University shall not be required to obtain any approval from Vendor regarding the creation of the University link other than notifying Vendor of the location and/or addresses for same. University may take such action as it deems appropriate to maintain the integrity of the service and its website and accordingly has the right to remove or temporarily restrict access to Vendor's link at any time. University has the full and exclusive right to grant or otherwise permit Vendor to access University's website and use of University's site links.

4.7.5 Information Technology. University shall be solely responsible for all University Information Technology Systems, and Vendor shall be responsible for all Non-University Information Technology Systems. Vendor shall adhere to the following Information Technology provisions in operating University's Dining Services Program:

- 4.7.5.1 University will provide on-site management or technical personnel appropriately trained in the software systems used by University on behalf of the Dining Services Program, to include a qualified person to coordinate the programming and configuration of Point of Sale devices, as well as use of the Campus Card program including first line hardware and software support.

- 4.7.5.2 Vendor will provide all support for information technologies used by Vendor's personnel. Vendor will host and manage its own IT services, including web services, email, chat, and calendaring. To the extent that University allows Vendor use of University's wired or wireless networks, University support will be limited to verification of connectivity, and Vendor will maintain all IT equipment and software at version or release levels supported with timely security updates by its respective developers, licensors, or manufacturers. Vendor equipment, software, and personnel will comply with University policies including those addressing information security, privacy, and acceptable use. Vendor shall not run credit card transactions across University's wired or wireless network without consent University and will do so following PCI best practices should University provide consent.
- 4.7.5.3 Vendor agrees to keep current all Vendor provided computer hardware and software in use at the University's premises, with a maximum replacement cycle of three (3) years, unless otherwise specifically agreed to by University's Contract Administrator. All Vendor computer hardware and software must be legally licensed and follow University's patching policy.
- 4.7.5.4 Web access: Vendor will accept University credentials via (ex: Active Directory, Secure LDAP, etc.). Vendor will implement timely updates addressing any security vulnerabilities in its online system, whether discovered by Vendor, reported to Vendor, or disclosed by other parties. Failure to correct security vulnerabilities shall be grounds for termination of this Agreement. Web client access will support, and will continue to support, current versions of Internet Explorer, FireFox, Chrome, and Safari, running on Windows, MacOS, iOS, and other major internet browsers not yet developed, and will require no non-default plug-ins or extensions. Web client systems will also support and continue to support access from Android, Windows phone, and Apple IOS cellular systems. Vendor web services will be free of content harmful to client systems and will conform to the minimum standards for web-based application security described in the Open Web Application Security Project (OWASP) Guide to Building Secure Web Applications.
- 4.7.5.5 Vendor web services shall comply with the Americans with Disabilities Act (ADA), by supporting assistive software or devices such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces in a manner consistent with the Web Content Accessibility Guidelines published by the World Wide Web Consortium's Web Accessibility Initiative. Vendor shall provide University current completed Voluntary Product Accessibility Template (VPAT) to detail compliance with the federal Section 508 standards. In the event that Vendor's web sites are not Accessibility compliant, University may demand that the Vendor promptly make modifications that will make the sites Accessibility compliant; in addition, in such an event University shall

have right to modify or copy the site material in order to make it useable for Authorized Users.

- 4.7.5.6 Vendor shall maintain a Business Continuity/Disaster Recovery plan for all data stored by Vendor related to University's Dining Services Program in the event of a critical failure of Vendor's IT infrastructure. Said plan shall be subject to review and approval by University.
- 4.7.5.7 Vendor will be exclusively responsible for legal, regulatory, and industry standards compliance, including PCI DSS for all credit and debit card transactions associated with the Dining Services Program ("Data Protection Rules"). If Vendor serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, Vendor shall be exclusively responsible for legal, regulatory, and industry standards compliance, including PCI DSS, for all credit and debit card transactions associated with the Dining Services Program ("Data Protection Rules"). University agrees to implement the changes to University Systems that Vendor reasonably requests and can demonstrate are necessary or prudent to ensure Vendor's compliance with the Data Protection Rules. In the event that implementation of Vendor's requests result in additional hardware, software, or services costs, Vendor shall reimburse University as a cost of operations.
 - 4.7.5.7.1 Vendor agrees to notify University within 30 days if either: a) Vendor establishes that it is not PCI-compliant; or b) Vendor is notified by a Qualified Security Assessor (QSA) or Vendor's acquiring bank that Vendor is not PCI-compliant.
 - 4.7.5.7.2 Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of cardholder data. In the event of a breach of any of Vendor's security obligations or other event requiring notification under applicable law, Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and, with approval of the Alaska Attorney General, defend University and its trustees, officers, and employees from and against any claims, damages, or other harm related to such a breach.
 - 4.7.5.7.3 Vendor agrees to notify University's authorized representative within 24 hours in the event of unauthorized release of cardholder data.
- 4.7.5.8 If Vendor stores any confidential or sensitive University information, including any personally identifiable information on students, employees, or other affiliates ("Covered Data and Information"):

- 4.7.5.8.1 Vendor acknowledges that, for the purposes of this Agreement, it is designated as a “school official” with “legitimate educational interests” in University data and associated metadata, as those terms have been defined under the Family Educational Rights and Privacy Act (“FERPA”) and its implementing regulations, and Vendor agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials.
- 4.7.5.8.2 Any confidential or sensitive University information, and any personal data collected for this service may only be used to provide this service and will not be disclosed for any reason to any third party. By way of illustration and not of limitation, Vendor will not use such data for Vendor’s own benefit and, in particular, will not engage in “data mining” of University data or communications, whether through automated or human means, except as necessary to fulfill its duties under this Agreement, or as specifically and expressly provided for in this Agreement, as required by law, or authorized in writing by University.
- 4.7.5.8.3 University is the sole and exclusive owner of all data that is collected by the Vendor system or by University and transferred to and received by Vendor through the Vendor's system. Vendor is prohibited from providing information in response to 3rd party requests and is required to direct all such requests for information to University’s Contract Administrator.
- 4.7.5.8.4 All data shall be stored at a location in the United States unless otherwise agreed by the parties.
- 4.7.5.9 Maintenance of the Security of Electronic Information: Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to ensure confidentiality, integrity and availability in the collection, receipt, transmission, storage, disposal, use and disclosure of Covered Data and Information received from, or on behalf of the University. Vendor shall at a minimum maintain and use security measures no less rigorous than those afforded its own data, and that meet requirements imposed by laws or regulations applicable to the storage, use and transmission of such shared data, and commercially acceptable standards.
- 4.7.5.10 Reporting of Unauthorized Disclosures, Data Security Breaches, or Misuse of Covered Data and Information: Vendor agrees that if any use or access not authorized by this Agreement or in writing by University, or any breach or compromise of the security, confidentiality or integrity of such personal information received from University, or developed or gathered under the Agreement, is reasonably believed to have occurred, Vendor shall, in writing, notify University of the security incident within no more than twenty-four (24) hours. The report shall identify:

- 4.7.5.10.1 The nature of the unauthorized use or disclosure;
- 4.7.5.10.2 The data used or disclosed;
- 4.7.5.10.3 Who made the unauthorized use or received the unauthorized disclosure;
- 4.7.5.10.4 What Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and,
- 4.7.5.10.5 What corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure.

Vendor shall promptly thereafter confer with University regarding the incident and, at its own expense, comply with all notification action requirements or, as requested by University, assist University with all notification actions required by University policy and the law.

- 4.7.5.11 Indemnification: Vendor shall, with approval of the Alaska Attorney General, defend, indemnify and hold University harmless from all claims, liabilities, damages, or judgments involving a third party, including University's costs and attorney fees, which arise as a result of Vendor's failure to meet any of its obligations under this Agreement.
- 4.7.5.12 Return and Destruction of Covered Data and Information: Upon termination, cancellation, expiration or other conclusion of the Agreement, Vendor shall return and destroy all University information, including any personally identifiable information on students, employees, or other affiliates. At any time, at the request of an agent of University, Vendor shall erase, destroy, and render unrecoverable all University data and certify in writing that these actions have been completed within 7 days of the request. At a minimum, a "Clear" media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP800-88, Appendix A - see <http://csrc.nist.gov/>.
- 4.7.5.13 System Audits. At least once per year, at Vendor's expense, Vendor shall conduct site audits of the information technology and information security controls for all facilities used in complying with its obligations under this Agreement, including, but not limited to, PCI Compliance and obtaining a network-level vulnerability assessment performed by a recognized third-party audit firm based on the recognized industry best practices. A copy of the site audit will be provided to University's Contract Administrator. Additionally, upon the Contract Administrator's written request, Vendor shall make available for Contract Administrator review all of the following, as applicable: Vendor's latest Statement on Standards for Attestation Engagements (SSAE) No. 16 audit reports for Reporting on

Controls at a Service Organization (SOC 2) and any reports relating to its ISO/IEC 27001 certification. University shall treat such audit reports as Vendor's Confidential Information under this Agreement. Any exceptions noted on the SSAE report or other audit reports will be promptly addressed with the development and implementation of a corrective action plan by Vendor.

4.7.5.14 Dining Services Program Website Availability Requirement: In the event that Vendor provides a Hosted Website on behalf of University, Vendor shall ensure that its Hosted Website is available, as measured over the course of each calendar month during the contract term, at least [ninety-nine and ninety- five one hundredths percent (99.95%) of the time. "Available" means the Hosted Website is available and operable for access and use by the University and the University community over the Internet in material conformity as per Section 4.7.4.

4.7.5.15 Point of Sale Liability. Vendor shall be responsible for any losses or liabilities that occur from the point of sale systems or equipment.

5.7.5.16 Subcontractors. The provisions outlined in Sections 4.7.5.1 – 4.7.5.15 shall be extended by contract to all subcontractors and third-party service providers to whom Vendor will provide, or give access to, University's servers, computer network and/or data that is the subject of this contract.

4.8 Vendor Technology Systems

4.8.1 Back of House Inventory Production System. Vendor, at its expense shall provide a back of house inventory production system that is capable of forecasting, identifying food and supply costs for each dining location and generating reports as identified in this agreement.

4.8.2 Other Vendor Technology Systems. Vendor, at its expense shall provide other technology systems that it deems necessary to provide the services identified in this agreement.

4.8.3 Video Surveillance. Vendor shall provide all video surveillance and security systems it deems necessary for Vendor's Premises as a cost of operations, including installation, management, and maintenance of systems. All Video surveillance and security systems shall be subject to review and approval by University prior to purchase and installation. The creation, use, maintenance and/or disclosure of all stored data shall comply with all applicable laws, rules and regulations, including but not limited to the Alaska Government Data Practices Act, and all applicable University policies and procedures. Vendor shall provide University with a copy of any video surveillance upon request.

4.9 Stewardship.

4.9.1 Vendor's Representative. Vendor shall designate a minimum one, and a maximum of two individuals to liaise with University's Contract Administrator on facilities and/or equipment maintenance and/or repair requests.

4.9.2 Maintenance and Repair Responsibilities.

4.9.2.1 University makes no implied or express warranties with respect to the equipment provided by University, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. However, Vendor shall have the benefit of any warranty or guarantee given University by the manufacturer or the seller of the equipment.

4.9.2.2 Vendor shall be responsible for performing the proper use and care for the equipment (in accordance with manufacturer's instructions) and facilities it is assigned and/or uses in the performance of its daily duties. Vendor shall be responsible for performing all preventative maintenance on equipment, fixtures, furnishings and building components.

4.9.2.3 Vendor shall be responsible to schedule and pay for repair of University owned equipment. Repair services may be provided by the University's Facilities Management department or shall authorize the use of outside maintenance services when required for proper maintenance and/or repair.

4.9.2.4 Vendor shall be responsible for all costs of maintenance of University provided facilities, capital equipment and furnishings, including labor and supplies, whether provided by University's maintenance staff or by outside maintenance services, unless repairs and maintenance are the result of abuse or negligence on the part of University, its agents and/or employees, in which case, University shall pay for any required repair or replacement.

4.9.2.5 After consultation with Vendor regarding the disposition, removal and/or use of excess Dining Services Program capital equipment, furnishings, or smallwares owned by University, University shall declare as surplus and dispose of any surplus property or designates such for removal by vendor. Under no circumstances shall the Vendor remove any University owned equipment from the premises without written permission from the Contract Administrator.

4.9.2.6 Annually, but not later than February 1 of each year, Vendor shall advise University of requests for the ensuing year for new capital equipment or replacement of such current capital equipment that is worn beyond the point for which, in Vendor' opinion, the cost of repairing would exceed that of the purchase of new equipment. Vendor shall be responsible to maintain ongoing and accurate records of all preventative maintenance and repairs of University owned equipment, and to notify Contract Administrator as equipment related

issues arise. University shall be responsible for the final decision as to when it shall make the investment to replace any equipment.

4.9.3 Emergency Disposable Service Ware. If dishwashing facilities become inoperative and paper or other disposable service is required, Vendor shall be responsible for providing and maintaining an inventory of disposable service ware adequate to meet emergency needs. Vendor shall pay all associated disposable service ware costs as a cost of operations.

4.9.4 Degreasing System. At Vendor's cost, Vendor shall be responsible for performing the proper use and care of all degreasing system(s) associated with the Dining Services Program, as well as the regular disposal/removal of contents from University premises by a qualified disposal provider. Vendor shall be responsible, at Vendor's cost, for weekly industrial cleaning of the areas surrounding all grease traps associated with the Dining Services Program. University shall be responsible for the regular preventive maintenance of the degreasing system(s), including comprehensive annual maintenance at a time mutually agreeable to University and Vendor.

4.9.5 Pest Control. University will be responsible for scheduling and performing pest and insect control in all facilities within which Dining Services Program will operate. Vendor shall be responsible for additional pest control as needed in areas directly utilized for Food Service, including, but not limited to dining areas, production, service, storage, and employee support areas. The schedule of frequency of the general service shall be as determined by the University. The direct cost of pest and insect control in the building will be paid by University. Additional pest control costs, as needed, for only Food Service areas will be paid by the Vendor. Vendor shall consult and work collaboratively with Student Union, Residential Life, Risk Management, and Physical Plant in its pest control efforts.

4.10 Utilities.

4.10.1 Service. University shall provide its available utility services to Vendor's Premises. Vendor may request additional utility services on behalf of the Dining Services Program, which shall be provided at University's sole discretion.

4.10.2 Utility Charges. University shall be responsible for payment of utility charges associated with all areas for the Dining Services Program.

4.10.3 Service Interruptions. University shall not guarantee an uninterrupted supply of water, electricity, gas, heat, or air conditioning. University shall not be held responsible for any disruption of utility services due to circumstances beyond University's control including, but not limited to, Acts of God, accidents, or repairs. However, University shall be diligent in restoring service following an interruption. University shall not be liable for any product loss which may result from the interruption or failure of any such utility services unless such interruption or failure is due to University's negligence.

4.10.4 Energy Conservation. Vendor shall assume responsibility for maximum utility/energy conservation by turning off or down lights, fans, water, ovens, steam equipment and other energy consuming items, when the Dining Services Program facilities are not in use or when business volume dictates a reduction in the use of utilities.

4.11 Vehicles. Vendor shall provide all necessary vehicles for use in the Dining Services Program. Vendor shall be responsible for the following costs associated with these vehicles:

4.11.1 Gasoline, oil, maintenance, repair;

4.11.2 Vehicle replacement as needed;

4.11.3 Automobile insurance as per Sections H 9.3 and I. 7. 3 of the RFP.

Vendor shall be responsible for providing adequate and qualified staff to operate the vehicles and shall be responsible for determining that each employee who drives transport vehicles has the applicable valid licenses. Vendor shall be liable for damages or injuries caused by negligent operation of the vehicle by Vendor's employees or agents.

4.12 Sanitation and Hygiene.

4.12.1 The Vendor shall be responsible for custodial and sanitation of all food service loading dock, receiving, office, storage, support, warewashing, production, service and dining areas associated with the Dining Services Program, with the exception of mechanical and electrical rooms, and except as otherwise noted in this contract. This includes occupational health and safety measures necessary to comply with Federal, State, and local laws, ordinances, and regulations pertaining thereto. The Vendor shall adhere strictly to all pure food and drug regulations, health laws, ordinances, and regulations as promulgated by the State of Alaska, Municipality of Anchorage Environmental Health Services and agencies having authority thereunder, and shall indemnify and hold the University, its employees, and agents harmless from all claims arising from Vendor's failure to adhere to such laws, rules and regulations. Housekeeping and sanitation programs must meet the highest standards of cleanliness, and sufficient to provide protective maintenance against unnecessary deterioration.

4.12.2 The maintenance of proper sanitation levels is the full responsibility of the Vendor. The University expects that a collaborative relationship will be developed between the Vendor's management staff and the University. Vendor is responsible to coordinate with Municipality of Anchorage Environmental Health Services to annually inspect all food service facilities and operations associated with the Dining Services Program.

4.12.3 All food service facilities and equipment will be maintained to the levels necessary to successfully pass each Municipality of Anchorage Environmental Health Services. Should critical, non-critical and/or repeat violations occur, Vendor shall be responsible for remedying such violations by the date indicated in the Inspection Report. When possible, the appropriate University personnel as designated by the University's

Contract Administrator shall be contacted to participate with any food service inspection.

- 4.12.4 A copy of all Municipality of Anchorage Environmental Health Services Inspection reports will be forwarded to the University's Contract Administrator immediately following the inspection. If there are noted deficiencies, the Vendor shall include a written report that explains the cause and stipulates how the issues will be corrected.
- 4.12.5 Vendor shall engage a qualified, third party, University approved inspection service to conduct a health, safety, and sanitation inspection of each unit once per year at Vendor expense. A copy of the independent inspection report will be forwarded to the University's Contract Administrator immediately upon Vendor receipt.
- 4.12.6 Vendor shall train and ensure that its staff shall comply with the following hygiene standards:
 - 4.12.6.1 Acceptable personal hygiene practices, including daily bathing, washing of hands with warm water and soap upon arriving for work and after using the restroom facilities;
 - 4.12.6.2 Clean and appropriate outer garments or uniforms;
 - 4.12.6.3 Hairnets or hats for all staff who have hair six (6) inches or longer, and;
 - 4.12.6.4 Removal of finger jewelry (except simple wedding bands) for food handlers.
- 4.12.7 Vendor shall be responsible for providing food handler certificates as required by law, and insure that all supervisors and managers are Serv-Safe certified. Vendor shall make certification available for review upon University's request.
- 4.12.8 Vendor shall be fully responsible for the custodial and sanitation requirements outlined below, at Vendor's cost. In the event that Vendor fails to perform its custodial and sanitation obligations to University's standards, University reserves the right to perform its own custodial and sanitation services and invoice Vendor for its associated labor and supply costs.

Area	Vendor Responsibility	University Responsibility
Back of House and Vendor Office Space		
Work Area Surfaces, Walk-in Coolers/Freezers, & Equipment, Including Transport Equipment	<ol style="list-style-type: none"> 1. Keep clean from spills, grease, debris and miscellaneous waste 2. Clean and sanitize daily 	
Floors	<ol style="list-style-type: none"> 1. Keep clean from spills, grease, debris and miscellaneous waste 2. Clean & sanitize daily 	
Walls, Ceilings, Fan Blades, Wall Vents and Duct Covers	<ol style="list-style-type: none"> 1. Keep clean from spills, grease, debris and miscellaneous waste 2. Clean & sanitize monthly 	
Back of House Windows	<ol style="list-style-type: none"> 1. Clean & sanitize daily 2. Provide regular cleaning of window coverings 	<ol style="list-style-type: none"> 1. Exterior window cleaning
Lighting and Light Fixtures	<ol style="list-style-type: none"> 1. General cleaning of all light fixtures 2. Lighting and light bulb replacement, including in exhaust hoods and walk-in coolers/freezers 	
Ventilation and Exhaust Hood Systems	<ol style="list-style-type: none"> 1. Clean & sanitize exhaust hood canopies and filters as proscribed by manufacturer and/or local ordinance 	<ol style="list-style-type: none"> 1. Cleaning and maintenance of building ventilation systems, including deep cleaning of all exhaust hood duct work, plenum chambers and roof fans as needed or required by local ordinance, but no less than twice per year. Quarterly as needed per University request.
Loading Dock, Receiving & Trash Areas, and Supporting Elevators	<ol style="list-style-type: none"> 1. Keep clean from spills, grease, debris and miscellaneous waste arising from Vendor's operations 2. Weekly (or more frequently as necessary) industrial cleaning and sanitation of loading dock and loading dock trash areas 	<ol style="list-style-type: none"> 1. General cleaning of floors
Storage Areas	<ol style="list-style-type: none"> 1. Keep neat, clean, and well organized 2. Maintain all food and supplies on shelving, pallets, or racks above floor level 3. Remove and dispose of surplus equipment once annually, upon approval of the Contract Administrator 	<ol style="list-style-type: none"> 1. Review requests for removal and disposal of surplus equipment

Area	Vendor Responsibility	University Responsibility
Back of House and Vendor Office Space		
Gathering & Containerizing of Garbage & Recyclables	<ol style="list-style-type: none"> 1. Transport containerized garbage and recyclables from work area receptacles to designated dock area containers 2. Clean work area trash receptacles as needed to keep them clean and free from debris 3. Transport containers of used cooking oils to designated dock area tank 	<ol style="list-style-type: none"> 1. Arrange for garbage pick-up from loading dock areas
Janitor's Closets	<ol style="list-style-type: none"> 1. Clean & sanitize daily 	
Staff Restrooms	<ol style="list-style-type: none"> 1. Clean, sanitize, and supply daily 	
Front of House		
Serving Counters, Work Area Surfaces, Walk-in Coolers/Freezers, Tray Drop Areas & Equipment, Including Transport Equipment	<ol style="list-style-type: none"> 1. Continuous spot cleaning throughout service periods to keep free from spills, grease, debris and miscellaneous waste 2. Clean & sanitize regularly throughout the service day and between meals at a minimum 	
Serving Area Floors	<ol style="list-style-type: none"> 1. Continuous spot cleaning throughout services periods to keep free from spills, grease, debris and miscellaneous waste 2. Clean & sanitize floors behind serving counters and in circulation areas at the end of the service day 	
Serving Area Walls, Ceilings, Fan Blades, Wall Vents & Duct Covers	<ol style="list-style-type: none"> 1. Continuous spot cleaning throughout service periods to keep free from spills, grease, debris and miscellaneous waste 2. Clean & sanitize monthly 	

Area	Vendor Responsibility	University Responsibility
Front of House (cont.)		
Serving Area Lighting and Light Fixtures	<ol style="list-style-type: none"> 1. Keep all light fixtures clean 2. Serving Area Lighting and Light Fixtures Lighting and light bulb replacement for all lighting, including general area lighting, specialty lighting, heat lamps over serving counters, exhaust hoods and walk-in coolers/freezers 	
Ventilation and Exhaust Hood Systems	<ol style="list-style-type: none"> 1. Clean & sanitize exhaust hood canopies and filters as proscribed by manufacturer and/or local fire authority 	<ol style="list-style-type: none"> 1. Cleaning and maintenance of building ventilation systems, including deep cleaning of all exhaust hood duct work, plenum chambers and roof fans as needed or required by local ordinances, but no less than two times per year. . . Vendor to be charged by facilities for work done.
Dining Seating Area Floors	<ol style="list-style-type: none"> 1. Spot clean as needed to keep clean from spills, debris and miscellaneous waste 	<ol style="list-style-type: none"> 1. Periodic deep cleaning of public area floors (Vendor to coordinate with University janitorial services)
Dining Area Walls, Ceilings, Fan Blades, Wall Vents & Duct Covers	<ol style="list-style-type: none"> 1. Spot clean as needed to keep free from spills, grease, debris and miscellaneous waste 	<ol style="list-style-type: none"> 1. Regular cleaning of walls, ceilings, fan blades, wall vents and duct covers

Area	Vendor Responsibility	University Responsibility
Front of House (cont.)		
Dining Area Lighting and Light Fixtures	<ol style="list-style-type: none"> 1. Cleaning of light fixtures 2. Lighting and light bulb replacement (cost of light bulbs for these areas is a University cost) 	
Tables & Chairs	<ol style="list-style-type: none"> 1. Straighten tables and chairs as needed throughout service periods 2. Continuous bussing of tables throughout the service period 3. Continuous spot cleaning throughout the service period to keep clean from spills, debris, and miscellaneous waste 4. Clean & sanitize throughout the service period and at the end of each service day 5. Periodic deep cleaning of furniture upholstery, as needed and at least once per Fall semester and once per Spring semester 	
Gathering & Containerizing of Garbage	<ol style="list-style-type: none"> 1. Transport containerized garbage and recyclables from serving and dining areas to designated dock area containers, as needed during the day and at the end of each service day 2. Maintain loading dock areas free from un-containerized trash and debris of Vendor 3. Clean serving and dining area trash receptacles as needed to keep them clean and free from debris 	<ol style="list-style-type: none"> 1. Garbage and Recycling pick-up from dock areas

- 4.12.9 Section 4.12.6 notwithstanding, throughout the term of this Agreement, whenever an entire building is solely devoted to performance of the Dining Services Program, Vendor shall be fully responsible, at Vendor's cost, for all interior housekeeping, cleaning, and sanitation of the facility.
- 4.12.10 Vendor shall develop, implement, and update cleaning and sanitation schedules for all equipment and areas associated with Vendor's assigned Premises. Cleaning must be sufficient to provide routine protective maintenance against unnecessary deterioration, and/or pest infestation, as well as provide a clean, neat and sanitary appearance. Upon review and approval of University's Contract Administrator, schedules shall be posted and implemented within 30 days of the start of this Agreement.
- 4.12.11 Vendor shall cooperate with University in minimizing disposal costs. Vendor shall provide for any special waste product or special product packaging removal.
- 4.12.12 University shall provide a two-day period twice per year, during which University dining facilities can be closed to operations. University shall coordinate said scheduled closures with Vendor. During these semi-annual closures, Vendor and University responsibilities shall be as follows:
- 4.12.12.1 Vendor shall be responsible to deep clean and sanitize all food service equipment, exhaust hood canopies, work tables, counters, and fixtures in Vendor's assigned production, serving, warewashing, and support areas, in accordance with manufacturers' instruction. For all areas of Vendor's assigned Premises, including dining areas, Vendor shall deep clean and sanitize all floors, windows, walls, ceilings, light fixtures, furniture and furniture upholstery and air ducts.
 - 4.12.12.2 University will clean exhaust hood ducts, plenums, and related units and fans in accordance with local ordinance. University will clean all exterior windows.
- 4.12.13 When Dining Services Program Premises are closed for University breaks in schedule, these areas shall be left in a clean and ready-for-inspection condition. Work schedules shall provide sufficient personnel and time for full cleaning prior to a shut-down of three (3) or more calendar days.
- 4.12.14 When Vendor serves or caters food service outside its assigned Premises, Vendor shall be responsible for cleanup of service and food preparation areas at those locations, which shall be accomplished so as not to interfere with academic use of those locations.
- 4.12.15 University shall be responsible for any costs involved in setting up and cleaning of Vendor's assigned Premises for functions or events not managed by Vendor. University shall pre-approve all Vendor's cleaning supplies and equipment.

4.12.16 Vendor and University shall each be responsible to provide and pay for all necessary janitorial supplies for their respective areas of responsibility.

4.13 Food Safety and Quality Control.

4.13.1 Vendor shall develop and maintain a process that incorporates HACCP (Hazard Analysis, Critical Control Point) monitoring, testing and recording of serving and storage temperatures, as established by the United States Department of Agriculture and in full conformance with all state and local sanitation and safety regulations. The HACCP plan shall be provided by Vendor to University's Contract Administrator for review and approval.

4.13.2 Foods shall be stored served at industry standard temperatures, in conformance with HACCP standards and the requirements of the Alaska State Department of Health and other applicable regulatory agencies.

4.13.3 Frozen foods, once thawed, shall not be refrozen. Leftover foods from meal service shall not be refrozen, but rather, shall be labeled, dated, and refrigerated according to HACCP protocol and local health code. Such foods must be used within the time limit set by local health code, with the exception of mustard, ketchup, bread, and cheese.

4.13.4 All leftover food products to be served at a future time must be served in manners consistent with HACCP guidelines for re-use. Leftover food may not be frozen and then reheated.

4.13.5 Vendor shall develop creative displays and attractive garnishes in each serving area. Serving lines, salad and deli bars, and all other food display areas are to be attractively decorated for each meal with seasonal décor or other items.

4.13.6 Attractive food wrappings are to be used as needed to protect freshness. Any food appearing discolored, unappealing or not fresh shall not be served. Leftover items which cannot be maintained at an acceptable and high level of freshness will not be served again.

4.13.7 The Vendor shall maintain and regularly revise standard recipes at the request of University in order to better respond to consumer demand. A complete standard recipe file shall be located on site at the Vendor's office.

4.13.8 Leftover foods may be donated to local charities so long as the associated food handling conforms to HACCP standards as well as state and local sanitation and safety regulations.

4.14 Procurement.

4.14.1 The Vendor shall procure all food, beverages, supplies and smallwares necessary for the effective operation of the Dining Services Program, as well as equipment, as requested or required by University.

- 4.14.1.1 Cost of sales shall be net of any rebates obtained from local vendors, suppliers or distributors for goods procured specifically for University's account.
 - 4.14.1.2 Prompt payment discounts and any other rebates or allowances obtained from vendors, suppliers or distribution companies, including those obtained through Vendor's national or regional purchasing arrangements based on Vendor's total purchases, will be retained by Vendor.
 - 4.14.1.3 Disposable dish-ware, flatware and other "take-out" paper or plastic products shall be shown as a separate line item under direct operating expenses.
 - 4.14.1.4 Vendor guarantees the total of the invoices amounts of such goods and any applicable procurement service fees will be comparable and competitive, on an aggregate basis with prices of similar goods and services in the local University area.
- 4.14.2 University retains the right to select and/or approve any vendor used by the Vendor. Vendor will also purchase brand name products or equivalents, as specified by the University.
- 4.14.3 The Vendor shall engage in competitive specification buying. However, food, beverages, supplies, smallwares or equipment may be procured from a facility operated by the Vendor or a parent corporation provided that such food and supplies are acceptable with respect to quality and competitive price. Whenever the Vendor shall contract with any company controlled by or under common control with the Vendor, the terms thereof shall be no less favorable to the University than what the Vendor could have obtained in the public marketplace for materials or services of the same quality and quantity from independent third parties and on terms no less favorable to the University than those pursuant to which the affiliate provides similar services to any other comparable dining service operated by the Vendor. The Vendor shall advise the University of the substance of any such agreement.
- 4.14.3.1 When and where reasonably cost effective, Vendor shall provide and use Alaska made products and produce from local vendors. For the initial year of the contract, Vendor agrees that a minimum of **XX% TBD per bid** of its purchases shall be agricultural products grown or food products produced in Alaska or within a 250-mile radius of the campus. Thereafter, local agricultural products purchase objectives shall be established as part of the Annual Strategic Action Plan.
- 4.15 Food Purchasing Specifications. Vendor shall adhere to the following standards in its food purchasing. The indicated grades are intended as minimum standards only, and Vendor shall exceed these minimums wherever possible. In the absence of grade labeling, Vendor shall provide University with package labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided. All other food stuffs not included in the above categories shall be of comparable quality.

- 4.15.1 Beef: Beef and Veal shall be USDA Choice or better, except for meat used in extended dishes, and ground beef, which can be USDA Select. Veal steaks shall be solid meat portions – not pre-formed from chopped or ground meat. Ground beef shall not exceed 20% fat content. All Beef served shall be inspected and passed for wholesomeness by official inspectors of the USDA.
- 4.15.2 Pork and Lamb: Pork and Lamb shall be USDA Grade A, #1. Pork steaks shall be solid meat portions – not pre-formed from chopped or ground meat. All Pork and Lamb served shall be inspected and passed for wholesomeness by official inspectors of the USDA.
- 4.15.3 Poultry: All poultry shall be Grade A or better and be inspected and passed for wholesomeness by the official inspectors of the USDA. Poultry shall be solid meat portions – not pre-formed from chopped or ground meat.
- 4.15.4 Seafood: All seafood shall be of the best quality, fresh or frozen, and conform to all standards and regulations of the Department of Health. Frozen fish and seafood shall be a nationally distributed brand, packed under continuous inspection of the USDA. Seafood selections shall be in keeping with the Monterey Bay Aquarium’s Seafood Watch List Best Practices. To the extent financially feasible, preference will be given to Alaska seafood.
- 4.15.5 Deli Meat: Processed deli meats such as bologna or salami shall be an “all beef” or “all turkey” product.
- 4.15.6 Fresh Eggs: All fresh eggs shall be U.S. grade AA (Large or medium) and cage free.
- 4.15.7 Fresh Fruits and Vegetables: All fruits and vegetables shall be top grade, such as extra fancy, depending on the specific fruit or vegetable used in preparation of the finished product.
- 4.15.8 Canned Fruits: All canned fruits shall be U.S. Grade A Fancy, except Choice may be used for cooking purposes. Fruits shall be packed in light syrup.
- 4.15.9 Frozen Foods: All frozen foods shall be U.S. grade AA or A, depending on the specific product used and shall have been packed under continuous inspection by the U.S. Department of Agriculture.
- 4.15.10 Dairy Products: Milk products will be RSBT free, fortified with Vitamin D and be Grade A. Ice cream shall be available in a minimum of three flavors. Butter/Margarine shall be a minimum 92 score. Cheeses shall comply with Department of Health standards. Frozen dairy products shall comply with Department of Health standards.
- 4.15.11 Cheese: Cheeses such as Cheddar, Swiss and Monterey Jack shall be all natural, non-processed, when served as a prime ingredient in an entree, a sandwich ingredient, and sandwich spreads. American Process Cheese may also be served as a sandwich

ingredient. In addition, processed cheese may be used in some cooking or as a less expensive alternative for some non-entree foods.

- 4.15.12 Trans-Fats. All food served in the Dining Services Program, whether prepared on site or purchased in a prepared state shall be free of trans-fats.
- 4.15.13 Antibiotics and Growth Additives: Vendor shall be required to demonstrate year over year continuous improvement toward reduction of antibiotics and growth additives in foods served.
- 4.16 Vegetarian and Vegan Foods. Vendor shall offer a wide variety of Vegetarian and Vegan foods in all areas of the Dining Services Program at every meal, and according to the following production standards.
 - 4.16.1 Vegetarian Cooking. Vegetarian menu items shall not be cooked in the same fat, sauce, or other cooking medium (to include the use of grill top and deep fat fryers) as non-vegetarian items.
 - 4.16.2 Vegan Cooking. Vegan menu items shall not be cooked in the same fat, sauce, or other cooking medium (to include the use of grill top and deep fat fryers) as non-vegan items.
- 4.17 Sponsorships. Vendor and University recognize the value of securing sponsorship relationships for University. Notwithstanding the foregoing, University will insure that such sponsorship agreements do not impair the quality of the food and beverage items served by Vendor (as compared to comparable items served at other similar venues in which Vendor or its affiliates provides food and beverage service). University and Vendor agree that they will not compromise the quality of the food and beverage items served in the dining facilities in order to secure a sponsorship. In the event University decides to enter into a sponsorship agreement (or enters into any other relationship) that increases the costs that Vendor incurs, upon written proof of the effects of such cost increases, Vendor may apply to University for an adjustment to its pricing, approval of which will not be unduly withheld.
- 4.18 Beverage Pouring Rights. As of the commencement of this Agreement, the University has no exclusive pouring rights contract for the UAA campus. Vendor agrees to abide by any future pouring rights exclusivity agreement that the University may enter into during the term of this contract.
- 4.19 Campus Contracts. The University reserves the right to honor any existing campus wide contract between the University and an outside provider/supplier that was entered into prior to the Effective Date of this contract and/or the right to solely negotiate and enter into any type of campus wide University contract following the Effective Date of this contract, including but not limited to University's pouring rights agreement. Vendor agrees to abide by all applicable terms and conditions of the same in providing specific food/beverage items for the Dining Services Program. This Section is subject to the provisions contained in Article IV, Section 4.17 above.

- 4.20 First Aid Equipment. Vendor shall be required to provide and maintain its own first aid equipment in each kitchen associated with the Dining Services Program.
- 4.21 Alcoholic Beverages. Vendor and University shall comply with all applicable state and local laws and all University policies and procedures pertaining to the sale and service of alcoholic beverages at any University event regardless of location.
- 4.21.1 Vendor shall acquire and maintain liquor permits and licenses as required for the University premises.
- 4.22 Parking. Vendor shall obtain its own parking spaces on campus, on a first come, first served basis for a fee paid directly to University in accordance with University's parking policies.
- 4.23 Use of Subcontractors: Vendor shall use subcontractors only with advance approval of the University. No portion of this Agreement may be sublet, sub-contracted or otherwise assigned by the Vendor without the prior written consent of University. The following requirements shall pertain to all Vendor's Subcontractors:
- 4.23.1 Subcontractor(s) must have proper license(s) and registrations as necessary to perform the resulting contract in the State of Alaska;
- 4.23.2 Vendor is required to assume full responsibility and liability for all project work and services performed by the Subcontractor(s);
- 4.23.3 All contracts between Vendor and Subcontractor must comply with the contract between University and Vendor. No conflicting terms and/or conditions will be allowed;
- 4.23.4 Vendor is required to ensure that Subcontractor(s) adhere(s) to all provisions and conditions of the Agreement;
- 4.23.5 Vendor will review with University any business plans for subcontracting prior to finalization of any agreement or conducting of business. University reserves the right to approve any Subcontractor and/or Subcontractor business plans;
- 4.23.6 University will not be a party to the terms or agreements of any contract between the Vendor and any Subcontractor, but is an intended third party beneficiary to the contract between the Vendor and any Subcontractor;
- 4.23.7 In no case shall a Vendor subcontract survive the termination of this Agreement;
- 4.23.8 Vendor shall furnish the University with copies of all executed subcontracts.

ARTICLE V: OPERATIONAL PLANNING AND QUALITY CONTROL

5.1 Annual Program Report. Beginning January 2020, Vendor agrees to provide University with an Annual Program Report by July 1st of each year for the preceding contract year, to include, but not necessarily be limited to:

- 5.1.1 Dining Services Program highlights;
- 5.1.2 Customer satisfaction findings and opportunities for improvement;
- 5.1.3 Local vendor/supplier partnership outcomes, challenges, and opportunities;
- 5.1.4 Academic partnership outcomes, challenges, and opportunities;
- 5.1.5 Student partnership outcomes, challenges, and opportunities;
- 5.1.6 Marketing outcomes, challenges, and opportunities;
- 5.1.7 Sustainability outcomes, challenges, and opportunities;
- 5.1.8 Equipment maintenance issues and equipment replacement needs;
- 5.1.9 Employee training recap;
- 5.1.10 Opportunities for Dining Services Program improvements;
- 5.1.11 Executive Summary of Dining Services Program financial results;
- 5.1.12 KPI annual assessments and measurements as specified in Attachment 11

The Annual Program Report will be used to help inform the development of an annual Strategic Action Plan for the Dining Services Program.

5.2 Strategic Action Plan. Beginning January 2021, by January 10th of each contract year, Vendor shall submit a Strategic Action plan to University for the following academic year. The Strategic Action plan shall be agreed upon by both parties and once signed shall be attached as Attachment 6 of this Contract.

At a minimum, the Strategic Action Plan shall include, but not necessarily limited to the following:

- 5.2.1 Planning and/or implementation of new dining locations and/or modifications to existing dining operations;
- 5.2.2 Meal plan configuration, pricing, and policies;
- 5.2.3 Vendor's daily rates for provision of residential dining services;
- 5.2.4 Residential Dining menus, concepts, door pricing, days of service, and hours of operation for all service locations;
- 5.2.5 Retail Dining menus, concepts, pricing, days of service, and hours of operation for all service locations;
- 5.2.6 Catering menus, pricing and policies;
- 5.2.7 Summer Conference and Camps menus, pricing and policies;
- 5.2.8 Detailed Marketing Plan, with specific revenue enhancement strategies and objectives for Resident Meal Plan sales, Non-Resident Meal Plan sales, Retail sales, and Catering sales;
- 5.2.9 Local vendor/supplier partnership objectives;
- 5.2.10 Sustainability plan;
- 5.2.11 Wellness plan;
- 5.2.12 Employee training plan including multicultural competency training, and budget;

- 5.2.12 Student employment plan and student internship initiatives;
- 5.2.14 Equipment preventive maintenance and repair plan and budget;
- 5.2.15 Capital expenditure plan and budget;
- 5.2.16 Smallwares expenditure plan and budget for Vendor replacement smallwares;
- 5.2.17 Detailed plan for maintaining and/or improving KPI performance relative to the previous year with an explanation of the resources and costs being committed to achieving the stated goals
- 5.2.18 Pro forma financial projections of revenue and expenses for the Dining Services Program, by month and year for each dining operation and in total.

In consultation with Vendor, University shall have the right to make changes to the Strategic Action Plan or to refuse to expend money suggested by the Strategic Action Plan. Once the plan has been approved by University's Contract Administrator, Vendor shall be responsible to comply with the plan and shall not substantially deviate without the express written consent of University's Contract Administrator.

5.3 Quality Assurance. Quality Assurance procedures shall be as follows:

- 5.3.1 Vendor shall submit a quarterly operating report to University including operating and financial data, the content of which shall be as requested by University. Quarterly reports shall be submitted according to the following schedule: Reports for the quarter ending September 30 shall be submitted by October 31; reports for the quarter ending December 31 shall be submitted by January 31; reports for the quarter ending March 31 shall be submitted by April 30; and reports for the quarter ending June 30 shall be submitted by July 31.
- 5.3.2 University or its designated representative shall conduct a Semi-Annual Assessment of Vendor's performance. In so doing, University will measure Vendor's performance through use of a weighted Performance Scorecard that utilizes Key Performance Indicator metrics and benchmarks ("KPIs"). The Performance Scorecard is attached as Attachment 11. Scorecard results shall be the basis from which any Vendor Fee at Risk or Performance Incentive Fees are calculated as per the terms of Section 13.18. University reserves the right to modify KPIs and scoring weightings on an annual basis.
- 5.3.3 Upon completion of the Quarterly Assessment, a meeting shall be held with the Vendor's General Manager and District Manager, and University's Contract Administrator and other University invitees. Results will be reviewed for alignment with the annual Strategic Action Plan and shall be used as a means for setting operating and financial goals for the next period.
- 5.3.4 Vendor agrees to cooperate with University in responding to any and all issues concerning quality assurance, especially complaints concerning customer service, and/or the quality or nature of the food served by Vendor.
- 5.3.5 University reserves the right to conduct quality audits of Vendor's operations at any time, with or without advance notice to Vendor.

- 5.4 Customer Surveys. All customer survey instruments and collection processes shall be approved by University's Contract Administrator prior to survey administration. Survey results shall be shared in writing with University, along with the survey instrument and data collection process used. Customer surveys shall be conducted by Vendor at least once each academic year, with results timed to inform the development of the following year's Strategic Action Plan. University reserves the right to conduct independent surveys and the results of those surveys shall take precedence over Vendor's customer surveys.
- 5.5 Customer Feedback. Vendor shall be proactive in creating and maintaining multiple options for customer feedback, to include, but not necessarily be limited to the following:
- 5.5.1 Comment cards in all Dining Services Program operations, with comments and responses publicly posted in the operation within three business days of receipt;
 - 5.5.2 Dining Services Program website;
 - 5.5.3 Vendor's social media accounts for the Dining Services Program.
 - 5.5.4 Vendor shall provide copies of all comments and complaints, as well as responses and reports of any remedial actions taken in response to those comments and/or complaints to University contract administrator on a regular and ongoing basis.
- All feedback mechanisms shall be pre-approved by University's Contract Administrator.
- 5.6 Other Monitoring Techniques.
- 6.6.1 Vendor is encouraged to engage in other forms of customer monitoring such as intercept surveys and internet surveys to ascertain the likes, dislikes, and dining preferences of people who are members of the campus community but who do not use the Dining Services Program on a regular basis.
 - 6.6.2 At least once per semester, Vendor shall conduct a 3rd party Mystery Shopper review of all Dining Services Program operations, at Vendor's expense. Vendor shall share results with University, including actions to be taken to address any reported deficiencies.
- 5.7 Dining Services Program Committees. One or more Dining Services Program committees may be established by University. Vendor shall participate in these committee meetings to hear feedback and discuss a variety of issues including, but not limited to, menus, pricing and portions, menu specials, preparation and service standards and practices, hours, trends, and news of the food service industry. The Dining Services Program committee or committees shall meet as often as deemed necessary by University.

ARTICLE VI: WELLNESS

- 6.1 Wellness Program. Vendor shall provide nutrition-based Wellness Programs that encourage an understanding of nutritional needs, a commitment to the lifelong maintenance of good health, and an awareness of ecological, political, and special food issues. As part of this program, Vendor will be expected to provide the following:
- 6.1.1 Vendor shall provide nutrition-related services on a consulting basis and shall have a registered dietitian who can respond in a timely fashion to requests for consultation or dietary support. The dietitian's services shall include individual student consultation, virtual or in person, if requested, a minimum of two (2) personal visits each semester and one (1) personal visit during the summer to coordinate the nutrition education program, evaluate menus, assist in adjustments to the menu, and observe food production and sanitation standards. Vendor shall submit a written report regarding the nutrition-related services to University within thirty (30) calendar days of the end of each semester.
 - 6.1.2 Information on the caloric and nutritional breakdown of all entrees and other portion-controlled food selections served at all Dining Services Program locations, including any Vendor's subcontracted locations. Where reasonably possible, said information is to be provided on product packaging (for pre-packaged foods), and at each point of service/service platform, as well as available on Vendor's website for the Dining Services Program.
 - 6.1.3 Information that indicates the vegetarian, vegan and plant-based menu items available at any given time in all residential dining locations and all retail locations where such information or designation does not conflict with an existing retail franchise contract.
 - 6.1.4 Information that gives the allergen content of all food selections served at all Dining Services Program locations, including catered events. Said information is to be provided on product packaging (for pre-packaged foods), and at each point of service/service platform, as well as available on Vendor's website for the Dining Services Program.
 - 6.1.4 Nutrition and allergen awareness education boards in each serving area.
 - 6.1.5 Nutrition and allergen awareness education through charts, posters, table tents, websites and other visual aids to be rotated monthly throughout the academic year.
 - 6.1.6 Vendor shall be expected to work toward continuous year over year improvement measurable wellness outcomes with target objectives documented as part of Vendor's annual Dining Services Program Strategic Action Plan.
 - 6.1.7 Vendor will establish a periodic and regular program of life skills, culinary and nutritional events to enhance the skills of the campus community on issues related to food, cooking and nutrition.

Additional information to be added based on the successful Vendor's proposal.

ARTICLE VII: SUSTAINABILITY

- 7.1 Sustainability Plan. As part of the annual Strategic Action Plan, Vendor shall be responsible for developing and implementing a proactive Sustainability Plan for the Dining Services Program that is fully aligned with the University's sustainability objectives, and on an ongoing basis, includes recommendations for year over year expansion and enhancements to University's and Vendor's sustainability initiatives. Vendor's Sustainability Plan shall address five key areas:
- 7.1.1 Minimization of environmental impact through Integration of seasonally available local foods; Energy efficient transportation to campus.
 - 7.1.2 Initiatives to ensure that operations use resources efficiently; Staff trained to understand energy efficiency tactics and other sustainable preparation objectives.
 - 7.1.3 Minimization of waste; Mechanisms for reducing the impact of food waste. Use of ecologically sensitive packaging; Use of recycling, including cooking oil, and other efficient waste disposal mechanisms.
 - 7.1.4 Continuous evaluation and improvement of sustainability practices; Innovation in sustainability; Provision of education to both customers and Vendor's employees about innovations and reasons for operational decisions in food service.
 - 7.1.5 Incorporation of sustainable design principles in construction projects undertaken on behalf of the University.
- 7.2 At any point during the term of the Agreement, University reserves the right to require that Vendor implement a composting program, where Vendor and/or University has reasonable access to a composting site.
- 7.3 Vendor shall comply with all University Hazardous Waste handling and disposal requirements related to the Dining Services Program.
- 7.4 Vendor shall provide and manage the University's reusable to-go container program, to be available for use at University's residential dining operation.
- 7.5 All disposable service ware used in Vendor's operations shall be at a minimum, recyclable, and preferably compostable, where Vendor and/or University has reasonable access to a composting site.

Additional information to be added based on the successful Vendor's proposal.

ARTICLE VIII: SAFETY AND SECURITY

- 8.1 University shall provide general security to University premises occupied by Vendor (Vendor's "Assigned Premises" or "Premises"). It is agreed that Vendor's Assigned Premises are for use solely to fulfill Vendor's duties, and that Vendor shall at all times keep its Premises secured. Vendor shall adhere to the University Policies and Procedures and be solely responsible for the security of all its own property and of personal property under its custody and control on the Premises (including the personal property of Vendor's employees and agents), and for any repairs to or replacement or compensation for such property which may arise out of any theft, loss or damage thereto, and the University shall have no responsibility therefore.
- 8.1.1 In the event Vendor is required to share premises (e.g. the student center), in addition to Vendor securing its Assigned Premises, Vendor shall be responsible for maintaining University standards of security for the shared premises during those times the shared premises are closed. Vendor shall be responsible for any theft or loss of University property that occurs as a result of Vendor's negligent failure to provide adequate security under these circumstances.
- 8.2 Vendor shall be responsible for any keys or locking devices provided to Vendor at the onset of the contract. Vendor shall be responsible for the cost of replacement of lost keys, and if University determines that keys lost by Vendor could compromise campus security, Vendor shall be responsible for all costs associated with re-keying designated locations. Vendor may, in writing, request that University re-key the facilities prior to the commencement of the contract, or at any time during the duration of the contract, however, any costs of such re-keying shall be the sole responsibility of Vendor.
- 8.3 Vendor shall be responsible for immediately reporting, both verbally and in writing, the following to University's Contract Administrator:
- 8.3.1 Any known facts relating to losses incurred as a result of break-ins to its assigned Premises or other University facilities;
- 8.3.2 Any accidents involving staff and customers or adverse behavioral incidents involving staff or patrons, which occur in or around Vendor's assigned Premises;
- 8.3.3 Any damage to property, unsafe conditions, or security hazards of which Vendor becomes aware, and, to the extent Vendor is responsible for such conditions, take appropriate action to remedy the condition(s).

ARTICLE IX: MARKETING

9.1 Marketing. Vendor shall aggressively market and promote University's Dining Services Program as part of the annual Strategic Action Plan. Vendor shall be responsible for developing and implementing a proactive annual Marketing and Communications Plan that is well integrated with University's Branding Program and promotes the Dining Services Program to the University community. The focus of the Marketing and Communications Plan shall be to maximize participation and sales in all Vendor's operations through use of active mechanisms such as special promotions, events, phone apps, and social media. Vendor shall continually initiate ideas for varied methods of service, merchandising, public relations, promotion, and menu presentation in all operations, at a standard similar to restaurant brands in the commercial marketplace.

9.1.1 At a minimum, the Marketing/Communications Plan must include the following:

- 9.1.1.1 Identification of target markets;
- 9.1.1.2 Specific strategies to build revenue, enhance satisfaction, and generate goodwill in the campus and local communities;
- 9.1.1.3 Tactics for effective promotion and communication to the campus and local communities;
- 9.1.1.4 Implementation plan and calendar;
- 9.1.1.5 Marketing budget;
- 9.1.1.6 Success measurement.

9.1.2 At a minimum, the Vendor shall be responsible to develop and produce the following materials in digital and printed formats to promote the Dining Services Program annually:

- 9.1.2.1 Resident Student meal plan brochure/postcard;
- 9.1.2.2 Faculty and Staff meal plan brochure/postcard;
- 9.1.2.3 Non-Resident Student meal plan brochure/postcard;
- 9.1.2.5 Dining Services Program Nutrition and Wellness brochure;
- 9.1.2.6 Dining Services Program Sustainability brochure;
- 9.1.2.6 Campus Dining Map and Service Hours brochure;
- 9.1.2.7 All Catering Menus and Promotional Material;
- 9.1.2.8 Periodic newsletter do other means of communication with Dining Services Program highlights:
- 9.1.2.9 Wellness information to help support healthy eating habits.

Vendor may propose alternative strategies for providing printed materials to promote the Dining Services Program, subject to University review and approval.

9.1.3 The form and content of all Marketing and Communications materials must be approved by University's Contract Administrator prior to printing or otherwise publishing. Vendor shall collaborate and work closely with the Contract Administrator in developing marketing and communications materials to ensure that the quality is first-rate, complies with University's graphic standards, and fully meets the needs of University.

9.1.4 Vendor shall be required to use the approved University logo on all letterhead, business forms, correspondence, advertisements, promotional pieces, marketing, the Dining Services Program website, etc., subject to compliance with University's graphic standards, approval by the University's Contract Administrator, and in accordance with image guidelines and standards detailed at the following hyperlink:

<https://www.uaa.alaska.edu/about/university-advancement/university-relations/brand/image-standards>

9.1.5 All web pages, electronic messaging and/or print materials must be provided in an accessible format to allow individuals with visual impairment or hearing impairment to access information via screen readers or audio captioning.

9.2 Marketing Budget. Vendor shall be responsible for all costs associated with marketing the Dining Services Program, except as otherwise specifically agreed by University's Contract Administrator, in writing. To help ensure the continual implementation of its Marketing Program, Vendor shall budget a minimum of **XXXX percent (XX%) or XXX dollars (\$XXX) (amount to be documented based on the successful Vendor's proposal and final contract negotiations)** of the prior fiscal year's total net sales for advertising, promotion, and related merchandising expenses for the following fiscal year. The following limitations shall apply in meeting the required expenditure:

9.2.1 Salaries and benefits of Vendor's on-site or regional Marketing staff shall not satisfy, in whole or in part, the required expenditure;

9.2.2 Third party costs such as promotional dollars from a soft drink vendor shall not satisfy, in whole or in part, the required expenditure;

9.2.3 Franchise fees, product costs and other costs associated with branded concepts shall not satisfy, in whole or in part, the required expenditure;

19.2.4 Charges for Vendor's corporate marketing programs and/or collateral materials shall account for no more than 50% of the required expenditure.

Vendor's direct cost of discounted food and beverages sold or donated, or donated prizes for promotional purposes, can be included as part of the required expenditure. University, at its sole option, may require an annual itemized accounting of all Marketing expenditures.

ARTICLE X: RESIDENTIAL DINING

- 10.1 Service Locations. Vendor shall have exclusive rights to manage and operate the Residential Dining Program for University's residents and other dining patrons at the locations listed in Attachment 1.
- 10.2 Service Days.
- 10.2.1 Residential Dining Food Service Days and Opening/Closing Schedules shall be as identified in Attachment 5.
- 10.2.2 The Service Days and Opening/Closing Schedules may be adjusted by University during the academic year, or from year to year as part of the Strategic Action Plan, to reflect changes in customer needs and service. These changes will be mutually agreed upon, provided Vendor shall honor the reasonable requests of University.
- 10.2.3 Unscheduled Service Days. Vendor acknowledges that it shall be required to provide Residential Dining throughout the calendar year, on days that are not included in its Daily Rates for Residential Dining (ex: Freshman Days, orientations, between semesters, commencement, summer session, and other non-academic periods). Service locations, hours of operation, and charges shall be mutually agreed upon and documented in Attachment 5.
- 10.2.4 Vendor acknowledges that the Residential Dining shall potentially be required to operate 365 days per year to meet the growing needs of University community.
- 10.3 Hours of Operation.
- 10.3.2 Residential Dining hours of operation locations shall be as identified in Attachment 5.
- 10.3.2 Hours of operation may be adjusted by University during the academic year, or from year to year as part of the Strategic Action Plan, to reflect changes in customer needs and service. These changes shall be mutually agreed upon, provided Vendor shall honor the reasonable requests of University.
- 10.3.3 Vendor agrees to provide extended service hours (early morning; late night) during exam periods, at locations as mutually determined by University and Vendor. The agreed upon extended service hour schedule shall be as identified in Attachment 5.
- 10.4 Meal Plan Structure and Pricing. The structure, pricing, and policies (ex: rollover; forfeiture; included guest meals, etc.) for meal plans offered at the University shall be determined by University annually, and shall be documented in Attachment 3.

- 10.5 Door Pricing. Door pricing at residential dining locations shall be as documented in Attachment 4, and may be adjusted from year to year as part of the Strategic Action Plan.
- 10.6 Residential Dining All You Care to Eat (AYCE) Dining Operations. The following standards apply to all current and potential future AYCE dining operations and meal service, except as specifically noted otherwise:
- 10.6.1 The serving concept shall be such that the consumer will be able to make individual item selections from the various menu options available, with unlimited servings of all food and beverage items (exceptions may be made for Premium entrée, Special Meals, and/or Special Events that are mutually agreed to in advance by Vendor and University's Contract Administrator).
- 10.6.2 Vendor shall provide for resident take-out meals during regular operating hours at all Residential Dining AYCE service locations, in exchange for a meal swipe. The take-out meal program and exchange allotments shall be as mutually agreed to by University and Vendor and detailed in meal plan promotional materials and web-based marketing.
- 10.6.3 Hot Take-out Meals. At the time the card is swiped, the student shall receive a reusable take-out container with a lid. The student may fill the take-out container and beverage cup and must then exit the servery/dining room immediately. The lid must close on the container and there are no return visits for seconds without another swipe of the meal card.
- 10.6.4 Students can take-out only one meal per meal period. If a meal is taken out, no more meals may be eaten during this period, unless meal plan policy allows it for the specific plan(s).
- 10.6.5 Vendor shall allow a contract holder or cash guest to carry out one (1) piece of hand fruit, e.g. whole apple, banana, orange, etc., or one (1) frozen yogurt or ice cream cone from the residential dining facility.
- 10.6.6 Standing Order Take-out Meals. A standing order take-out lunch or dinner meal shall be available when a customer provides written evidence that he/she cannot be present during serving hours identified in Attachment 5 due to a class, other university-sanctioned activity, or work conflict. All requests by the customer must be submitted twenty-four (24) business hours in advance. Standing order take-out meals shall be available for vegetarians, vegans and others on special diets and shall be comparable to meals available in the dining service facility utilizing the same preparation standards, service standards and portions. Menus must vary for those customers who have a standing order take-out meal. Standing order take-out meals are not available for breakfast.
- 10.6.7 "Sick" trays shall be provided by Vendor. Arrangements for "sick" trays shall be by mutual agreement between University and Vendor. Disposable containers and flatware shall be used.

10.6.8 With the exception 10.6.2, 10.6.3, and 10.6.4, food obtained in Meal plan operations must be consumed within the dining area, except as otherwise agreed to by Vendor.

10.6.7 Equivalencies and Exchange.

11.6.7.1 The Vendor shall provide retail meals in exchange for a meal plan swipe (“Meal Exchange”) at some or all of Vendor’s retail dining locations for designated meal plans. Meal Exchange and directly associated modifications to Vendor’s Daily Rates for Residential Dining shall be as mutually agreed to by University and Vendor and documented in Attachment 3. TBD per proposal.

11.6.7.2 University reserves the right to require Vendor to provide retail meals in exchange for a meal plan swipe (“Meal Exchange”) at some or all of Vendor’s retail dining locations as part of their annual strategic plan.

10.6.8 Residential Dining Food Service patrons may not remove any china, glassware or utensils from Residential Dining locations.

10.7 Menus and Food Preparation.

10.7.1 Vendor will provide a minimum five-week cycle menu, prepared in accordance with nutritional standards of the Academy of Nutrition and Dietetics; entrees shall not be duplicated between lunch and dinner on the same day or from day to day. Minimum variety standards for each meal shall be mutually agreed to by Vendor and University’s Contract Administrator.

10.7.2 Vendor shall cook “to order” wherever feasible. Otherwise, progressive, “just in time”, small batch cooking shall be the production method utilized, staggering the preparation of food whenever possible so that nutritional value, temperature, and overall quality can be maintained during serving hours. Recipes will be standardized for quality, yield, cooking procedures, serving containers/utensils, and portion size.

10.7.3 Whole meat, vegetarian, and vegan proteins and “center of the plate” entrée choices will be provided at every meal, without over-reliance on processed foods, frozen foods, or carbohydrate-based entrees. Each meal must include a sufficient number and variety of vegetarian and vegan foods so that an individual can easily maintain a vegetarian or vegan diet. Minimum variety standards for each meal shall be mutually agreed to by Vendor and University’s Contract Administrator.

10.7.4 Each meal must include a sufficient number and variety of low calorie, low fat, and low cholesterol foods so that an individual can easily maintain a low fat/low cholesterol diet without requesting special foods or preparation; Minimum variety standards for each meal shall be mutually agreed to by Vendor and University’s Contract Administrator.

- 10.7.5 Throughout all Residential Dining meal times, Vendor will provide an allergen free service point, at a minimum, free of gluten, lactose, nut, dairy, and shellfish.
- 10.7.6 Bakery items shall be produced in Vendor's Premises wherever feasible with existing baking facilities and equipment. Pre-prepared mixes and doughs are permissible, but every attempt shall be made to provide products that are "homemade." Sandwich breads, hamburger and hot dog buns, bagels, English muffins and other such items may be purchased from commercial bakeries.
- 10.7.7 Leftover foods shall be kept to a minimum, chilled and stored according to HAACP and local health code guidelines, properly covered, labeled with product name and date and used promptly. Leftovers cannot be frozen and shall be served as an extra selection within 24 hours. Under no circumstances shall leftovers be used to replace any approved menu selection.

10.8 Service Standards.

- 10.8.1 Hot foods shall be served hot (above 140 degrees Fahrenheit) and cold foods shall be served cold (below 40 degrees Fahrenheit).
- 10.8.2 Vendor shall use merchandising and food presentation techniques that showcase the products offered and have strong eye appeal.
- 10.8.3 All food shall be garnished for attractive presentation wherever possible. Serving stations, salad bars, and food display areas shall be decorated at all times with seasonal displays, flowers, etc. Food items at the service stations and salad bars shall be readily identifiable with attractive, professionally produced, and individual labels.
- 10.8.4 Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served. Vendor shall adhere to the general food service industry guide: if you are not willing to purchase or consume the product yourself, it will not be served.
- 10.8.5 All serving stations and bars are to be well stocked throughout the entire posted serving times until 15 minutes after closing to allow late students to be served. The last customer is to be offered the same range of choice as the first.
- 10.8.6 Certain food accompaniments shall automatically be served with some dishes and placed in the condiment section. Other accompaniments such as sauces, sugar and cream, ice and butter shall be placed as close to corresponding food or beverage as possible.
- 10.8.7 Display and serving areas shall be clean, sanitary, orderly and attractive at all times. Any spillage or soiled spots shall be removed promptly from counters, steam table pans, general serving and dining areas and floors. Broken items shall be promptly removed from the area.

10.9. Special Event Meals. Vendor will provide a number of special event meals annually, including in conjunction with major University events and holidays. Special Event Meals will include appropriate dining room and service area decorations, and provision of entertainment is encouraged. The schedule of Special Event Meals shall be as mutually agreed to by Vendor and University as part of the annual Strategic Action Plan and tied to KPI's detailed in Attachment 11.

Additional information to be added based on the successful Vendor's proposal.

10.10 Educational Programming. Vendor will provide a number educational programs and events annually, including partner programming with University departments and academic units, to educate and influence student behavior in the areas on nutrition and sustainability, with schedule of events as mutually agreed to by Vendor and University as part of the annual Strategic Action Plan and tied to KPI's detailed in Attachment 11.

Additional information to be added based on the successful Vendor's proposal.

10.11 Special Diets. Vendor shall provide special diets for students when approved in writing by a physician and University's Contract Administrator or designee. Vendor's dietitian shall assist the Residential Dining Manager in providing daily special diet choices. The cost charged to University for provision of the diet shall not exceed the contract cost based on Vendor's daily rate. Vendor shall maintain written documentation of approved special diets and, as requested, provide to University's Contract Administrator for review.

Additional information to be added based on the successful Vendor's proposal.

10.12 Student Pre-Semester Meals. Meal service for student personnel of the Department of Residential Life and other departments University deems essential to be on campus prior to the beginning of the Fall or Spring terms, shall be negotiated between University and Vendor the charges for providing these meals shall not be less than the actual cost to provide, unless mutually agreed upon between University's Contract Administrator and Vendor.

10.13 Special Meals. University may request special meal service (e.g. floor dinners/picnics, moonlight breakfasts) a minimum of seven (7) calendar days in advance. Such service shall be requested in advance and shall be held in accordance with the policies and procedures developed by University. When the food cost associated with this service exceeds Vendor's average daily cost per meal served, Vendor is authorized to charge group an upcharge equal to the excess cost.

10.14 Food Fasts. Vendor shall participate in "fasting projects" sponsored by University by providing a monetary contribution to a University chosen charity in an amount equal to the food cost associated with the voluntary reduced participation of Residential Dining diners on a given day. University will then donate this contribution to the chosen charity. University and Vendor shall mutually agree to the number of meals a student may donate per event and limit these fasts to two (2) per year.

10.15 Departmental Meals. Vendor shall provide approximately forty (40) lower priced, full service meals plans per semester for use by Housing Department.

ARTICLE XI: RETAIL FOOD SERVICE

- 11.1 Service Locations. Vendor shall have exclusive rights to manage and operate University's Retail Dining and Convenience Store locations identified in Attachment 1. Vendor shall be given the right of first refusal to operate any new retail locations that are added to the campus dining program as a result of expansion, new construction or renovation. However, terms for the operation of any new locations shall fall within the range of existing retail operations.
- 11.2 Service Days and Hours. Retail Dining and Convenience Store service days and service hours shall support student lifestyles, as identified in Attachment 2 for the first year of this Agreement. Subsequent year's hours of operation shall be mutually determined by University and Vendor in the Strategic Action Plan, approved by University's Contract Administrator.
- 11.3 Methods of Payment. Vendor shall accept cash, credit cards, debit/check cards, brand restaurant gift cards, and University declining balance accounts associated with either the Campus One-Card or Residential Dining meal plans, as payment in all Vendor's Retail Dining and Convenience Store locations.
- 11.4 Retail Dining and Convenience Store Operations.
- 11.4.1 Vendor's Retail Dining and Convenience Store operations shall include a broad selection of culturally diverse concepts and offerings taking into consideration the shifting ethnic, racial and international demographics of the community. The concept mix shall be mutually agreed to by University and Vendor.
- 11.4.2 Each Retail Dining and Convenience Store operation shall offer vegetarian and vegan entrees and other foods so that an individual can maintain a vegetarian or vegan diet. For each operation, minimum variety standards for these foods shall be mutually agreed to by Vendor and University's Contract Administrator and tied KPI's detailed in Attachment 11.
- 11.4.3 Each Retail Dining and Convenience Store operation shall offer low calorie, low fat, and low cholesterol foods so that an individual can easily maintain a low calorie/low fat/low cholesterol diet. For each operation, minimum variety standards for these foods shall be mutually agreed to by Vendor and University's Contract Administrator.
- 11.4.4 Wherever feasible, Vendor will use just in time or cook to order food preparation methods in its Retail Dining operations.
- 11.4.5 All Retail Dining operations shall offer bundled meal options (ex: entrée + side + drink) as part of its pricing structure to customers, except as otherwise specifically agreed by University's Contract Administrator.
- 11.4.6 University reserves the right to request a survey at University's expense to determine the acceptability of proposed brands/concepts prior to implementation.

- 11.4.7 For all Retail Dining operations, including branded concepts, the cost of equipment, trade dress and other materials not already provided by University shall be part of Vendor's Capital Investment, subject to the financial terms and provisions of Section 13.15.
- 11.4.8 For all Retail Dining and Convenience Store operations, Vendor shall understand the volume of business at different day-parts, and staff accordingly to provide maximum service at all times, including peak meal times.
- 11.4.9 Vendor and University shall mutually agree upon programs that will offer patrons the ability to order items via mobile application, on-line, and/or by telephone. Hours of availability and order pick-up locations shall be mutually agreed upon by University and Vendor.

Additional information to be added based on the successful Vendor's proposal.

- 11.5 Branded Concepts and Vendor Brands. As part of its Retail Dining venue mix, Vendor is encouraged to offer as many local, regional, and national Branded Concepts as deemed appropriate or financially feasible by the Vendor. Vendor shall operate Branded Concepts at University's Premises under the conditions set forth below.
 - 11.5.1 All Vendor's direct and corporate contracts for both Branded Concepts and Vendor Brands must be provided to University, subject to any confidentiality provisions.
 - 11.5.2 Vendor shall bear all the expenses for furnishing any and all Branded Concepts and Vendor Brands free of all franchise and/or license fees to University.
 - 11.5.3 Vendor shall control all aspects of the Branded Concepts and Vendor Brand operations, including menus, recipes, pricing, staffing and hours of operation (as required by each Branded Concept and Vendor Brand license agreement).
 - 11.5.4 Representatives of the licensors/franchisors of Branded Concepts shall be allowed access to the Premises during reasonable business hours for quality assurance inspections of the Branded Concepts.
 - 11.5.5 Vendor shall notify University ninety (90) calendar days in advance of any termination or expiration of a license or franchise agreement related to a Branded Concept or Vendor Brand. Vendor and University shall mutually determine what operation, if any, shall replace the concept. In any event, all Branded Concept and Vendor Brand operations shall terminate upon termination or expiration of this Agreement.
 - 11.5.6 Upon termination or expiration of this Agreement, for all Vendor Brands, Vendor shall remove all trade dress and proprietary equipment owned by Vendor.

11.6 Convenience Stores.

12.6.1 Products. Vendor shall provide products popular with student lifestyles in the convenience stores; the product mix shall be mutually agreed to by University and Vendor. Products such as heat-n-serve, canned and frozen products, snack items, beverages, health and beauty, basic school supplies, grab and go, and other products commonly purchased by students shall be readily available. Other foodservice items that are manually produced by Vendor shall also be available for sale. In the event that this is the only venue open to students and the campus community, University may request that the vendor expand the offerings for a temporary period of time to include such items as brewed coffee, pastries, salads, and sandwiches with disposable utensils.

11.6.2 Dated Products. Products shall not be left on the shelf past the pull-dates. If necessary, price reductions shall be made to move the product quickly as the pull-date approaches.

11.6.3 Merchandising. Vendor shall apply standard industry merchandising techniques in the stocking and display of products for sales.

11.7 Special Promotions and Special Events. On a year-round basis, Vendor will provide a number of monthly Special Promotions and Special Events in its Retail Dining and Convenience Stores, with the schedule as mutually agreed to by Vendor and University as part of the annual Strategic Action Plan. Vendor shall participate in major university events and holidays by offering appropriate dining service specials that complement these events, including dining room and service area decorations.

11.8 As part of the development of the Strategic Action Plan, Vendor shall conduct an annual Market Basket survey of the local restaurant competitive environment, and a separate Market Basket survey of the local grocery/convenience store competitive environment. Products to be benchmarked shall be mutually agreed to by Vendor and University's Contract Administrator.

ARTICLE XII: CATERING SERVICES AND SUMMER CONFERENCE DINING

- 12.1 Exclusivity. Vendor shall have exclusive rights to manage and operate Catering on campus for all events totaling more than \$500 in total charges. Catering at the Alaska Airlines Center shall be exclusive to the AAC service provider unless expressly agreed upon by the Vendor, the University and the AAC service provider. The University retains the right to grant a waiver of exclusivity on its sole discretion for special occasion VIP, donor and other events when determined to be in the University's best interest.
- 12.2 Catering Services. The Vendor shall develop and furnish a complete Catering program that is consistent with the high-quality image that University projects to its internal and external publics. All Catering events must be conducted in a first-class, professional manner with regard to creativity, presentation, quality of food and service. The following shall be minimum requirements of the program:
- 12.2.1 Vendor shall provide a professional, web-based software platform for menu access, ordering, confirmation, and invoicing of Catered events. Information to be available on the Catering platform shall include but not be limited to the following:
- 12.2.1.1 All standard Catering menus, with pricing, with liberal use of professional illustrative photography of available offerings;
 - 12.2.1.2 All Catering policies;
 - 12.2.1.3 All Catering service charges and ancillary fees.
- The Catering software system shall be accessed via link on the Dining Services Program website. Vendor shall be responsible for confirming the receipt of all orders or change orders within 24 hours of receipt.
- 12.2.2 Vendor shall provide a comprehensive and culturally diverse catering menu, encompassing breakfast, lunch, dinner, beverage/snack breaks and receptions, and offering a wide variety of price ranges, to meet the intent of the program. Where financially feasible, Vendor shall incorporate use of locally sourced offerings in developing its menus. At least twice annually, Vendor shall update its Catering menus to reflect incorporation of new menu choices, particularly those that showcase seasonally available options.
- 12.2.3 Vendor shall be sensitive to the differing needs of various university constituencies and recognize that creative menus and culturally aware service techniques are required to support University's reputation for excellence and innovation, as well as the diversity of its community.
- 12.2.4 Due to operating budgets, University personnel are often sensitive to price. Vendor's Catering menus shall be flexible enough to provide serving sizes and service options that will accommodate these concerns. The catering program must be priced competitively to the local area, as evidenced by an annual Market Basket survey of the competitive environment in conjunction with the development of the Strategic Action Plan. Menu

items to be benchmarked shall be mutually agreed to by Vendor and University's Contract Administrator.

- 12.2.5 Vendor must provide a minimum of four (4) tiers of service similar to those described below to maximize service to customers.
 - 12.2.5.1 Student Catering: Budget friendly menu available to Student Affairs staff and registered student organizations in support of student and resident activities.
 - 12.2.5.2 Budget Service: Foods and beverages available for pick up with no Vendor set up or bus service.
 - 12.2.5.3 Value Service: Drop off buffet service with limited set up and bus service limited to clean up.
 - 12.2.5.4 Full or Premium Service: Buffets or served meals with full wait staff and bus service including customized menus for high profile University reputation and/or donor events.
 - 12.2.5.5 Vendor shall develop and document event and service standards for each service tier, subject to University review and approval.
- 12.2.6 Vendor must honor the specific commitments of menus, prices, and other arrangements made by the previous Vendor, and known by University, for catering service prior to beginning of this contract.
- 12.2.7 Vendor shall be responsible for the proper training of any employee assigned to catering events.
- 12.2.8 The Vendor shall insure that events are adequately staffed so that customers are served promptly, efficiently and professionally at all times, and that meet or exceed the level of service expected by the customer and University. The following minimum staffing guidelines will be used:

Buffet Lunch or Dinner	1 server per 25 guests
Served Lunch or Dinner	1 server per 16 guests
Receptions	1 server per 40 guests
Bartenders	1 server per 75 guests
- 12.2.9 The Vendor shall insure that events are completely set up and ready for service at least thirty minutes prior to the scheduled event start time.
- 12.2.10 All catering equipment and supplies must be removed by Vendor within two (2) working hours after the close of the event or 30 minutes prior to the next scheduled event should same venue is being used for a subsequent event in less than two hours.

- 12.2.11 University catering events may occur at many different locations on the campus and occasionally off site. The Vendor's Catering Director/Manager will be required to work closely with the appropriate University departments and contacts in order to insure the highest quality of service, regardless of the location of the event.
- 12.2.12 At least once annually, Vendor shall, at Vendor's cost, host a Catering Showcase for University catering arrangers to highlight new products and presentation capabilities.
- 12.2.13 China, glass, silver and paper service ware used for catered events shall be of superior quality. Minimum service ware standards shall be mutually established and agreed to by Vendor and University based on event type and location. The Vendor shall be solely responsible for securing its equipment promptly at the closing of an event. When not available from the Vendor's standard catering equipment inventory, the Vendor must supply or rent specialized catering equipment as a pass-through expense to the event, without mark up.
- 12.3 Approvals. Catering menus, pricing, portion servings, policies, and service charges shall be subject to University for review and approval prior to dissemination.
- 12.4 Catering Space. University shall control the space commitment and scheduling of authorized University catered events.
- 12.5 Furniture Set-Up. University shall work with the individual or department responsible for the venue's furniture set-up and tear down, excluding catering equipment and supplies, food, and catering generated waste, which shall be the responsibility of Vendor.
- 12.6 Event Admissions Control. Vendor shall be responsible for control of admissions and collection of tickets for catered events where required.
- 12.7 Invoicing and Collections. Vendor shall be responsible for the invoicing and collection of all Vendor catered functions. Vendor shall accept purchase orders, departmental funds, checks, cash, credit cards, and debit/check cards as payment. If a University invoice is past due and Vendor has followed all steps of the approval and signature process and has a valid purchase order number, then the University's Contract Administrator shall intercede to expedite payment of the invoice.
- 12.8 Billing Non-University Patrons. Vendor shall be responsible for invoicing and collection for all amounts due from Non-University groups, except when University, Vendor, and other parties agree otherwise in writing.
- 12.9 Catering Meetings.
- 12.9.1 Vendor shall be required to attend University event planning meetings to review catering needs and orders as required.
- 12.9.2 Vendor shall meet a minimum of quarterly with University to evaluate the catering program and, as necessary, make revisions to improve overall service.

- 12.10 Summer Conference Service. A summer conference service, as Residential Dining program, may be implemented by University if conference residential participants warrant such a service. The cost of the service shall be negotiated between University and Vendor.
- 12.11.1 Vendor shall proactively partner with the University to provide food service for conferences and events occurring over the Summer term and throughout the year.
- 12.11.2 As part of the Strategic Action Plan, Vendor shall provide proposed rates for summer conferences to University for the ensuing year, no later than December 1st of the current year. If requested by University, periodic meetings shall be held throughout the year to determine the pricing format, services desired, conference schedules, numbers, dates, desired feeding locations, and any other pertinent information.
- 12.11.3 Menus may be varied to suit the clientele but the meals shall be provided with service, food preparation, and presentation at a level of quality at least equal to that of the regular academic year.
- 12.11.4 Vendor must honor the specific commitments of menus, prices, and other arrangements made by the previous Vendor, and known by the University, for conference and event meals prior to beginning of this contract.
- 12.11.5 Vendor must proactively support pre-term activities related to housing and Athletics including athletic training camps and annual preparation of residence halls and staff by providing a balanced and appealing menu for early arrivals to campus. The University shall compensate the Vendor for these services and such compensation shall not be lower than the actual cost of the Vendor to provide them.

Additional information to be added based on the successful Vendor's proposal.

ARTICLE XIII: FINANCIAL ARRANGEMENTS

13.1 Financial Structure. Except as otherwise authorized in this Agreement, Vendor shall operate the Dining Services Program on a profit and loss basis, whereby Vendor shall collect all Sales Revenue and pay all Vendor Paid Allowable Expenses. In the event that Vendor Paid Allowable Expenses, as defined in Section 13.1.1, exceed Sales Revenue, Vendor shall be responsible for the loss. In the event that Sales Revenue exceeds Vendor Paid Allowable Expenses, Vendor shall retain the surplus. The costs incurred in connection with the Dining Services Program will be categorized as follows:

13.1.1 Vendor Paid Allowable Expenses. Amounts incurred and required to be paid for by Vendor that are directly attributable to the operation of the Dining Services Program and can be included as a cost, charge or expense for purposes of calculating Vendor proceeds.

13.1.2 University Paid Expenses. Dining Services Program expenses paid for by University.

13.1.3 Unallowable Vendor Overhead Expenses. Overhead costs to be paid by Vendor and not included as an allowable cost, charge or expense for purposes of calculating Vendor's proceeds.

The following paragraphs set forth these categories.

13.2 Vendor Paid Allowable Expenses. Except where otherwise noted, Vendor will be responsible for all cost charges and expenses incurred in connection with the Dining Services Program, to be fully expensed in the year incurred. Cost charges and expenses shall include the following, and only the following, amounts directly attributable to the operation of Vendor's Dining Services Program at University of Alaska Anchorage University:

13.2.1 All Food, Beverages, and Operating Supplies, plus a [REDACTED] % procurement charge.

13.2.2 Salaries, wages, and other compensation (if any) of employees assigned to the Premises only, including a payroll administration charge of [REDACTED] %; Temporary labor agencies expenses may also be included, if approved by the University's Contract Administrator;

13.2.3 Payroll taxes;

13.2.4 Employee benefits, including a benefits administration charge of [REDACTED] %.

13.2.5 Relocation expenses for members of Vendor's On-Site Management Team;

13.2.6 Employee background checks and other hiring costs for non-management personnel;

13.2.7 Direct employee training expenses, as identified in the University approved Strategic Action Plan;

- 13.2.8 Uniforms;
- 13.2.9 Laundry and linen purchase/rental;
- 13.2.10 Paper supplies and disposable ware;
- 13.2.11 Pest and insect control within the confines of food service areas; including any charge back payment for such services by the university;
- 13.2.12 Disposable service ware costs resulting from University owned dishwashing facilities malfunction as outlined in Section 4.9.3;
- 13.2.13 Product loss resulting from University owned equipment malfunction; unless malfunction was due to interruption of utility service (gas, electric, and water);
- 13.2.14 Preventive maintenance and repair of University owned equipment except repair or replacement resulting from acts or omissions of University or its employees;
- 13.2.15 Insurance
 - 13.2.15.1 All insurance as required by the University under the terms of this agreement;
 - 13.2.15.2 Worker's Compensation based on average manual rates;
- 13.2.16 Local bank service fees (net of interest);
- 13.2.17 Credit and debit card transaction fees;
- 13.2.18 Local, long distance, and cellular telephone service and/or data service;
- 13.2.19 Office supplies and postage;
- 13.2.20 Office equipment (computers, printers, and small business equipment);
- 13.2.21 Software licensing and/or software maintenance fees, including software maintenance and support for University's Electronic Access System;
- 13.2.22 Housekeeping, custodial, and sanitation supplies and/or janitorial services;
- 13.2.23 Cost of subcontracted services, only as specifically approved by the University;
- 13.2.24 Materials, advertising, and other direct costs of implementation of on-site Vendor's Marketing Plan;

- 13.2.25 Equipment maintenance and repair costs for Preventive maintenance and repair of University owned equipment except repair or replacement resulting from acts or omissions of Vendor or its employees;
- 13.2.26 Vendor owned equipment;
- 13.2.27 First Aid supplies and equipment;
- 13.2.28 Equipment rental;
- 13.2.29 Decorative materials for use in Vendor's service locations, catering, and/or events;
- 13.2.30 Memberships for on-site personnel in local or national professional associations;
- 13.2.31 Amortization of Pre-Opening Expenses, Office Equipment Unamortized Debt and Capital Investments (straight line method over the initial Contract Term);
- 13.2.32 Smallwares replacements required to maintain University par stock levels;
- 13.2.33 Remittance of collected Sales Tax and any taxes levied by local, state or federal governments and agencies;
- 13.2.34 License and franchise fees, only as specifically approved by University's Contract Administrator;
- 13.2.35 Costs associated with unexpected expenses due to the interruption of utility services (gas, water, and electric);
- 13.2.36 Commissions payable to the University;
- 13.2.37 Cash escort services;
- 13.2.38 Health, Safety, and Sanitation inspection fees;
- 13.2.39 Costs associated with the permitting, use and maintenance of University approved delivery vehicles as required for the operation of the Dining Services Program;
- 13.2.40 Security systems;
- 13.2.41 Parking permits for Vendor's On-Site Management Team;
- 13.2.42 Contributions and donations to the University, and University scholarships;
- 13.2.43 Performance Bonds, as required by University;
- 13.2.44 All other direct costs of operation mutually agreed upon and not paid by the University.

- 13.2.45 Costs associated with steam cleaning hoods, cleaning and maintenance of degreasing equipment including grease traps.
- 13.3 University Paid Expenses. The University will provide and pay the following annually on behalf of the Dining Services Program operation:
 - 13.3.1 All utilities connected to foodservice areas detailed in Attachment 1
 - 13.3.2 Telephone equipment, data line installation, University supplied e-mail addresses, and internet services;
 - 13.3.3 Costs associated with the University's Dining Services Program sanitation obligations, as outlined in Section 4.12;
 - 13.3.4 Trash and recycling removal from designated collection areas;
 - 13.3.5 Property Insurance on Premises and all University owned property contained therein;
 - 13.3.6 Suitable office facilities for Vendor management staff, furniture, and for use by Vendor in fulfilling its obligations to the University;
 - 13.3.7 Capital Equipment and Furnishings in campus dining locations for use by Vendor in fulfilling its obligations to University.
 - 13.3.8 Maintenance and cleaning of:
 - 13.3.8.1 Exterior windows
 - 13.3.8.2 Security gates and doors
 - 13.3.8.3 Building HVAC
 - 13.3.8.4 PA/Sound system
 - 13.3.8.5 Fire suppression systems
 - 13.3.8.6 Outdoor dining and event areas
 - 13.3.8.7 Pest control for buildings containing dining venues in all areas not directly operated by campus dining
- 13.4 Disallowed Vendor Overhead Expenses. Except where specifically and otherwise agreed to in advance by the University, Overhead Expenses to be paid by Vendor and not included as an allowable cost charge or expense include, but are not limited to, the following:
 - 13.4.1 Wages, salaries, taxes, employee benefits, and bonuses of home office employees and general administrative, executive, and management officers;
 - 13.4.2 Corporate or regional office accounting expenses including the costs of producing financial reports;

- 13.4.3 Home office management costs such as general management overhead, transportation of management personnel, and any other indirect management costs as related to the contract;
- 13.4.4 Equipment maintenance or repairs of University owned equipment necessary as the result of the acts or omissions of Vendor or its employees;
- 13.4.5 Monies or other property lost or stolen, either on or off the University's Premises;
- 13.4.6 Inventory interest or carrying cost;
- 13.4.7 Legal expenses, except legal services directly attributable to services provided under this agreement.
- 13.4.8 Costs for any Vendor employee to attend seminars or conferences of any type except as agreed to in advance by the University;
- 13.4.9 Travel expenses of all personnel above the General Manager;
- 13.4.10 Vendor's personal use of facilities;
- 13.4.11 Cost of additional expenses due to equipment malfunction resulting from acts or omissions of Vendor or its employees;
- 13.4.12 Any other cost or expense not expressly set forth herein as an Allowable Expense.

13.5 Meal Plans Sales.

- 13.5.1 Residential Dining resident meal plan pricing to University customers will be established by the University annually by January 31 and documented in Attachment 3.
- 13.5.2 Residential Dining non-resident meal plan pricing to University customers will be established by the University annually by January 31, in consultation with Vendor, and documented in Attachment 3.
- 13.5.3 The University will sell Resident Meal Plans to students and pay Vendor a daily rate for the provision of residential all you care to eat service, as documented in Attachment 4.
- 13.5.4 University shall sell Non-Resident Meal Plans to University customers. Vendor shall pay University a commission on these sales.
- 13.5.5 Door pricing, cash equivalencies, and meal exchange rates for all you care to eat operations will be established annually by the University in consultation with the Vendor, and documented in Attachment 4.

13.6 Vendor's Daily Rates for Residential Dining Service.

13.6.1 The University will pay Vendor for residential all you care to eat service based on the Daily Rates set forth in **Attachment 4**.

13.6.2 Based on the total number of meal plan participants, the University shall pay Vendor the Daily Rate for each plan, multiplied by the number of meal plan participants in that plan. The number of meal plan participants, by plan type, will be determined by University's weekly housing census and meal plan count. University shall provide to Vendor an updated meal plan count at the beginning of each week throughout each academic semester to be used to reconcile expenses and commissions.

13.6.3 Vendor's Daily Rates shall not include Meal Plan Dining Dollars, which will be reimbursed to Vendor by the University, based on actual expenditures in Vendor's operations.

13.6.4 Daily rates are inclusive of guest meals associated with meal plans. Daily Rates are inclusive of all meal equivalencies and/or meal exchanges, as defined in **Attachment 4**.

13.6.4.1 Vendor's Daily Rate charges to the University for the provision of residential all you care to eat service will be established annually. Vendor's requests for Daily Rate increases must be predicated on increases to the cost of doing business and shall require substantiation in the form of changes to labor projections, wage/benefits rates, food costs, related operating costs, and changing program needs. Daily rate increases will be negotiated in good faith between the Vendor and the University, with approval at the sole option of the University; approval shall not be unduly withheld.

13.6.4.2 The Vendor will not alter prices once approved by the Contract Administrator without obtaining further approval and must be able to justify that proposed price increases are the result of legitimately escalating costs of doing business.

13.6.4.3 Except in the case of a Residential Dining related Material Change as defined UAA clause XXX, in no case can the Vendor apply for a year to year percentage price increase that exceeds the annual percentage change in the U.S. Department of Labor Consumer Price Index, Food Away from Home, All Urban Consumers, Alaska Region, as of January 1st of the contract year.

13.6.6 Adjustments in Residential Dining Plans. University shall make refunds to those contract holders who begin participation in a plan and subsequently cancel the contract or withdraw from the University during the contract period so long as the withdrawal meets University's withdrawal procedures.

13.6.7 Partial Board Day Allocations. Residential Dining charges for partial days shall prorate the per day rate, per type of meal plan as follows:

Breakfast – Daily rate multiplied by .XX
Lunch – Daily rate multiplied by .XX
Dinner – Daily rate multiplied by .XX
Brunch – Daily rate multiplied by .XX
Dinner when Brunch is served – Daily rate multiplied by .XX

- 13.7 Retail Dining, Convenience Store, and Catering Pricing. The Retail Dining, Convenience Store, and Catering pricing submitted in Vendor’s response to University’s RFP shall be the prices put into effect for the first year of the contract, subject to final contract negotiation. For subsequent years of the Agreement, prices will be determined in conjunction with the development of the annual Strategic Action Plan process.
- 13.7.1 Vendor must maintain reasonable Retail Dining, Convenience Store, and Catering pricing that is competitive with off campus service providers in the area offering similar products, as evidenced by a mutually agreed to annual market basket survey for each service, conducted by the Vendor and presented to University’s Contract Administrator as part of the annual Strategic Action Plan process. Specifically, the following provisions will apply:
- 13.7.1.1 Vendor requests for pricing increases must be predicated on increases to the cost of doing business and shall require substantiation in the form of changes to labor projections, wage/benefits rates, food costs, related operating costs and changing program needs. Price increases will be negotiated in good faith between the Vendor and University, with approval at the sole option of University; approval shall not be unduly withheld.
- 13.7.1.2 Vendor will not alter prices and/or portion sizes once approved by University’s Contract Administrator without obtaining further approval and must be able to justify that proposed price increases are the result of legitimately escalating costs of doing business.
- 13.7.1.3 In no case can the Vendor apply for a year to year percentage price increase that exceeds the annual percentage change in the U.S. Department of Labor Consumer Price Index, Food Away from Home, All Urban Consumers, Midwest Region, as of January 1st of the contract year.
- 13.7.1.4 Agreed to pricing adjustments shall go into effect per the mutually agreed upon date between the University and the Vendor.
- 13.8 Conference Pricing. The prices for University-sponsored Conferences shall be established by mutual agreement between University, its representatives from individual departments, and Vendor. The University and Vendor shall mutually agree upon Vendor’s pricing schedule no later than November 1st of each year of the contract term.
- 13.9 Temporary/Emergency Price Increases. All temporary/emergency price increases that have University approval go into effect one (1) week after their approval. These emergency price increases shall be reviewed monthly and at the point that the emergency no longer exists, prices

shall be reduced to the approved annual price. When there is an emergency situation, temporary price adjustment requests shall be considered for those items where a dramatic cost differential exists.

13.9.1 Requests for price increases in any area must be accompanied by as many of the following factors listed below as applicable:

- Menu item(s) impacted;
- Changes in menu, points-of-service, additions or levels of service provided which have been previously approved by University;
- Verifications/substantiation of any other cost factor through submission of supplier invoices over the previous six-month span;
- Current/anticipated product cost;
- Current/projected number of items sold per day for retail operations;
- Current/anticipated participation (Residential Dining);
- Comparison to retail operating situations in the geographic area;
- Applicable local, regional and national statistical data.

13.10 Commissions.

13.10.1 Vendor shall pay the University the following commissions on a monthly basis. For ease of reference, the Schedule of Payment shall be documented annually in Attachment 7. Commissions shall be inclusive of Flex/Dining Dollars revenue.

Commission Percentages	
Residential Dining Door Sales	____% of Net Sales
Non-Resident Meal Plans	____% of Net Sales
Vendor Managed Retail Sales	____% of Net Sales
Subcontractor Managed Retail Sales	____ % of Net Sales
Catering Sales	____% of Net Sales
Conferences and Events	____% of Net Sales

13.10.3 Vendor shall not be reimbursed for commissions paid on uncollected accounts.

13.10.4 Payments of commissions shall be made to University by Vendor on or before the 20th calendar day following the last day of the Vendor’s Accounting Period in which the commissions were earned. Vendor shall prepare and provide a mutually agreed to statement of sales and commissions for each Accounting Period and shall submit such statement with the payment due to University Finance and Administration Office.

13.11 Billing and Payment. For retail operations and catering, the Vendor shall collect and deposit in its own bank all cash receipts. The Vendor shall submit invoices to University for all amounts due from the University under this Agreement at the end of each week. Payments by University shall be paid weekly and not more than thirty (30) calendar days after the receipt of the invoice, provided that Vendors’ invoice is complete and accompanied by full documentation. For ease of

reference, the Schedule of Payment shall be documented annually in Attachment 7. All services provided by Vendor pursuant to this Agreement shall be performed to the satisfaction of University, as determined at the sole discretion of University's Contract Administrator, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Vendor shall not receive payment for work found by University to be unsatisfactory or performed in violation of any applicable federal, state, or local law, ordinance, or regulation.

- 13.11.1 Catering Billing. Vendor shall be responsible to invoice clients directly and collect amounts due. University shall cooperate with the Vendor in the collection of delinquent accounts involving University departments.
 - 13.11.2 Summer Conference/Camps Payments. Vendor shall be responsible for invoicing and collecting fees from summer conferences and camp customers as it relates to dining services fees. Uncollected debts shall not diminish payments owed to University.
 - 13.11.3 Summer Board Payments. University shall be responsible for collecting contractual dining service fees from students and other customers. The student must enter into the meal plan with University. Uncollected debts shall not diminish payments owed to University. Vendor shall be responsible for cooperating with University to assure collection of fees by placing a "hold" on those contracts for which the debt has not been cured. University shall be responsible for providing Vendor with timely and accurate information about such matters.
- 13.12 Financial Reporting. The Vendor shall keep full, timely and accurate records in accordance with generally accepted accounting practices for all necessary Federal, State, County, and local forms and claims regarding the Dining Services Program, including any of Vendor's services that University may choose to utilize in the future. The Vendor shall provide the University's Contract Administrator with a complete set of monthly financial statements no later than the 15th day following the last day of each month. Financial statements will include the following:
- 13.12.1 Within fifteen (15) days of the close of each month, Vendor will be required to provide the University with monthly financial statements (for each operation and in aggregate), as well as other accounting reports as necessary showing the status of the program and the basis for both University and Vendor compensation. Each financial statement shall show
 - 13.12.1.1 Budgeted vs. actual by sales type (cash, residential meal plans, voluntary meal plans, credit card, declining balance, etc.)
 - 13.12.1.2 Budgeted and actual expense details
 - 13.12.1.3 Vendor profit/loss for
 - a. the period
 - b. year to date
 - c. comparison to the previous fiscal year period and year to date.
 - 13.12.1.4 All reports shall be for the University's fiscal year.
 - 13.12.1.5 The cost of supplies required to be purchased from a specific vendor as part of a franchise or licensing agreement for a Branded Concept shall be separated from other food and paper costs on accounting statements.

- 13.12.2 Monthly Commission report with revenue reported separately by retail location, catering, and concessions, reconciling commissions payable to the University with sales reported on the profit and loss statements.
 - 13.12.3 Operating statistics for each dining location and in aggregate, including but not necessarily limited to the following:
 - 13.12.3.1 Meal Plan participation by plan type.
 - 13.12.3.2 Food cost per meal served in the all you care to eat locations.
 - 13.12.3.3 Meals per labor hour by location.
 - 13.12.3.4 Monthly guest counts by location and by meal period (breakfast, morning break, lunch, afternoon break and evening).
 - 13.12.3.5 Average check for each retail location.
 - 13.12.4 In addition to the above, the Vendor shall provide special reports and analysis of the dining program operations under the agreement as requested by University. These reports may include and not be limited to:
 - 13.13.4.1 Participation reports detailing cash register transactions in various time increments (days, hours, 15-minute segments), dollars remaining in declining balance accounts;
 - 13.13.4.2 Special event records including a summary of the number of catered events, number of attendees at each event, type of event, and average check;
 - 13.13.4.3 Sales mix report for each retail location (sales breakdown by items sold);
 - 13.13.4.4 Per capita reports.
 - 13.13.5 Upon request of University, Vendor shall meet with University to review each operating statement, explain deviations, discuss problems, and mutually agree on courses of action, to improve the results of the required services included in this Agreement. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected in the next period statement.
 - 13.13.6 Within thirty (30) days after the end of University's fiscal year, Vendor will be required to submit year-end financial statements for each operation and in aggregate, certified by the Chief Financial Officer of the company. While audited financial statements will not be required, the University reserves the right to audit at its sole expense, Vendor's books and records, at any time, with 48-hour notice.
- 13.13. Audits. University reserves the right to audit at any time any aspect of the services performed by the Vendor, it being understood that University shall take all reasonable steps to protect

records containing proprietary or confidential information. All Vendor records shall be kept in such a way that they may be readily audited by University, shall be consistent with generally accepted accounting principles and budgets presented to University and conform to all applicable laws. Records will be kept for six (6) years from the date incurred (or longer if required by law) or until the final disposal of any claims or litigation arising out of the performance of this contract, whichever is longer.

13.13.1 Accounting records and documents shall be made available at Vendor's nearest district office. Vendor shall:

13.13.1.1 Provide University and/or its auditor's reasonable facilities for the examination and audit of the books and records.

13.13.1.2 Make such returns and reports as required.

13.13.1.3 Attend and answer under oath all lawful inquiries.

13.13.1.4 Produce and exhibit such books and records as may be desired to be inspected.

13.13.1.5 In all things, cooperate with University and/or its auditors in the performance of its duties.

13.13.2 If the auditor's figures vary more than 10% from the figures provided by Vendor, Vendor shall pay the difference plus the reasonable cost of the audit otherwise, University shall be responsible for the same.

13.13.3 Contractor Independent Audits. The Vendor shall notify University of any independent audits scheduled of the Vendor's records and operations. University shall receive a copy of all reports indicating findings that affect University.

13.14 Credit. Vendor shall operate on its own credit, with no advance payments from University. Vendor shall pay all costs of operations from its own banking account.

13.15 Vendor Investments.

13.15.1 Pre-Opening Expenses. Vendor will fund one-time Pre-Opening Expenses ("Pre-Opening Expenses") on behalf of the Dining Services Program, at Vendor's sole expense and only as approved by University. Pre-opening Expenses include, but are not limited to, travel, meals, lodging, opening promotions and advertising, accounting and operating manuals and systems, interviewing and relocation, salaries and fringe benefits, crew training, and other expenses related to preparing for, and commencing services for the 2019-20 academic year. Pre-Opening Expenses shall not exceed \$_____ and shall not be included in the amortization schedule.

13.15.2 Unamortized Debt. Vendor agrees to refinance outstanding unamortized capital investment debt for dining beginning on July 1, 2019. The balance as of July 1, 2019

will be \$1,050,000.00 to be amortized on a straight-line basis over the ten-year span of the initial contract.

- 13.15.3 Capital Investments. Vendor expenditures (“Vendor Capital Investments”) to fund capital improvements to the University’s Premises shall require pre-approval by University. Work completed during the course of this Agreement shall be governed by the most recently revised AIA-Documents A-201-2007, found here:

<https://www.aiacontracts.org/contract-documents/25131-general-conditions-of-the-contract-forconstruction?>

All Vendor Capital Investments as identified in Attachment 8 will be amortized on a straight-line basis either from the Effective Date or from the date of expenditure, whichever is later, with all expenditures to be fully amortized by July 31, 2030. University shall hold title to all items funded by Vendor Capital Investments. If the Agreement expires or is terminated for any reason prior to the full amortization of the Vendor Capital Investment, University or its next Contractor shall pay Vendor the unamortized portion, excluding proprietary equipment and signage utilized in the Branded Concepts operations, at zero percent interest. The amortization schedule is attached to this Agreement as Attachment 8.

- 13.15.4 Vendor Office Equipment. Vendor agrees to purchase all office and computer equipment required for the successful execution of its internal operation of this Agreement, except for equipment specifically stated as University provided under the terms of this Agreement. Title of Vendor Office Equipment shall reside with the Vendor. All Vendor Office Equipment will be amortized on a straight-line basis either from the Effective Date or from the date of expenditure, whichever is later, for a maximum term of 36 months or to contract expiration, whichever is less. All Vendor Office Equipment expenditures shall be fully amortized by July 31, 2030. Title to all Vendor Office Equipment shall reside with Vendor. If the Agreement expires or is terminated for any reason prior to the full amortization of Vendor Office Equipment, the unamortized portion of Vendor Office Equipment shall be considered a Vendor cost and shall not be reimbursed by the University. The amortization schedule is attached to this Agreement as Attachment 8.

- 13.15.5 Vendor Supplied Equipment. Vendor may provide, at its own cost and expense, any other equipment not provided by University, which Vendor deems necessary. Said Vendor Supplied Equipment and installation shall require prior approval of University. All capital equipment purchased by Vendor shall be straight line depreciated over the remaining years of the base contract term and University authorized extensions. The amortized value of any non-proprietary equipment purchased by Vendor shall become the property of University. Any unamortized equipment may be purchased by University at its discretion or by University’s next contractor. Should neither University nor its next contractor want to purchase the unamortized equipment, then Vendor shall remove such equipment at Vendor’s expense.

13.15.6 Refresh/Improvement Fund. Throughout the term of this Agreement, and any renewal extensions, Vendor, agrees to annually invest up to [REDACTED] Dollars (\$ [REDACTED]) to University for capital upgrades / facility improvements for the Dining Services Program. Vendor shall remit the Refresh/Improvement Investment to University no later than April 1 each year this Agreement is in effect including any renewal extension(s). The scope and specifications for the Refresh/Improvement shall be mutually agreed upon in writing by University and Vendor prior to using the funds. The parties mutually agree that the unused annual reimbursement funds shall be carried forward to subsequent years of the Agreement, and any renewal extensions, with a Refresh occurring in the Dining Services Program no less than every five (5) years. University shall hold title to the improvements funded with this investment, excluding proprietary equipment and signage utilized in Vendor's Concepts. If this Agreement expires or is terminated for any reason prior to complete amortization of the investment, University shall reimburse Vendor for the unamortized balance of the investment, excluding proprietary equipment and signage utilized in Vendor's Concepts per the schedule in Attachment 8. If this Agreement expires or is terminated for any reason, Vendor shall have no further obligation as it relates to the Refresh/Improvement Fund.

13.17 Vendor Donations. Throughout the term of this Agreement, and any renewal extensions, Vendor, as a component of its annual operating expenses, agrees to annually provide the following to University.

Terms to be as negotiated with the successful Vendor.

13.18 Performance Incentive Fees and Vendor Risk.

Vendor is eligible to receive a Performance Incentive Fee should Vendor meet University's performance expectations as measured via the Performance Scorecard in Attachment 11. The financial terms for the Performance Incentive Fee shall be as follows:

Up to 2% of Gross Annual Revenues for Campus foodservice based on KPI distribution as shown in Attachment 4 of the RFP: KPI Performance Scorecard

Vendor agrees to pay University a Risk Fee should Vendor fail to meet University's performance expectations as measured by the Performance Scorecard in Attachment 11. The financial terms for the Risk Fee shall be as follows:

Terms to be as negotiated with the successful Vendor.

13.19 Inventory of Food and Supplies. Upon termination of this Agreement, University shall either purchase, or require the succeeding Food Service Operator to purchase, Vendor's inventory of food and supplies at the invoice cost less any discounts. All inventory purchases shall only be for product that is of merchantable and usable quality and reasonably necessary for the provisions of the Dining Services Program.

ATTACHMENT 1: VENDOR ASSIGNED PREMISES AND EXCLUSIVE RIGHTS

The University agrees to provide exclusive rights to Vendor to manage and operate the Dining Services Program locations identified below (“Vendor’s Premises”). Vendor’s Premises are limited to the individual outlets noted including directly associated back-of-house support spaces; Building names are provided for reference only. Throughout the term of the contract, University reserves the right to remove Dining Services Program locations from Vendor’s contract. Such action will be considered a Material Change to Vendor’s contract, as per the terms outlined in [Section 16.28](#).

Venue	Building/Facility	Notes
Residential Dining		
Creekside Eatery	Gorsuch Commons	
Bear Necessities C-Store	Gorsuch Commons	
Retail Food Service		
Kaladi Brothers Cafe	Social Sciences Building	
Borealis Cafe	Integrated Sciences Building	
Union Burger	Student Union	
Subway	Student Union	
Daily Grind	Lucy Cuddy Hall	
Cuddy Marketplace	Lucy Cuddy Hall	
EIB Express	EIB building	
Catering Services		
Exclusive	All UAA campus except Alaska Airlines Center	
Non-Exclusive	All events under \$500 total	
Summer Camp/Conference Food Service		
Exclusivity	Campus Wide	

Note: Vendor does not have exclusive use of dining spaces associated with the Dining Services Program. The University reserves the right to book and utilize these spaces outside Vendor’s normal service hours, and in these cases, will be responsible for post-event clean up prior to the beginning of Vendor’s next service period.

ATTACHMENT 2: RETAIL AND C-STORE HOURS AND OPERATING SCHEDULES

To be documented here as agreed by University and Vendor.

ATTACHMENT 3: MEAL PLAN OPTIONS AND POLICIES

Meal Plan Options

Mandatory Plans 2019-2020	
XXX Meal Plan	\$_____ per semester \$_____ per academic year
XXX Meal Plan	\$_____ per semester \$_____ per academic year
XXX Meal Plan	\$_____ per semester \$_____ per academic year
XXX Meal Plan	\$_____ per semester \$_____ per academic year
XXX Meal Plan	\$_____ per semester \$_____ per academic year

Non-Mandatory Plans 2019-2020	
XXX Meal Plan	\$_____ per semester \$_____ per academic year
XXX Meal Plan	\$_____ per semester \$_____ per academic year
XXX Meal Plan	\$_____ per semester \$_____ per academic year
XXX Meal Plan	\$_____ per semester \$_____ per academic year

Non-Mandatory Plans 2019-2020 Continued	
XXX Meal Plan	\$ _____ per semester \$ _____ per academic year
XXX Meal Plan	\$ _____ per semester \$ _____ per academic year
XXX Meal Plan	\$ _____ per semester \$ _____ per academic year
XXX Meal Plan	\$ _____ per semester \$ _____ per academic year

Meal Plan Policies

Document Meal Plan policies here.

Refund Schedule

Refund schedule to be documented here, as necessary.

ATTACHMENT 4: RESIDENTIAL DINING RATES

Vendor's Daily Rate Schedule. Vendor shall will be compensated for provision of Residential Dining services according to the following sliding scale of daily rates, per student, per day.

Vendor's 2019-20 daily rates to be inserted here.

Door Prices. For customers not using meal swipes as payment, prices for meals served at Residential Dining operations shall be as follows:

2016-2017	
Breakfast	\$ _____
Lunch or Brunch	\$ _____
Dinner	\$ _____
Brunch	\$ _____
Special Events	\$ _____

Equivalencies in Exchange for a Meal Swipe.

Insert here

Meal Exchange Program

Insert here

ATTACHMENT 5: RESIDENTIAL AYCE HOURS AND OPERATING SCHEDULE

1. Service Days.

2019-20 Meal Plan Acceptance Days					
Term/Month	First Meal	Date	Last Meal	Date	# of Days
Fall Semester 2019					
August	Dinner		Dinner		
September	Breakfast		Dinner		
October	Breakfast		Dinner		
November	Breakfast		Dinner		
	Dinner		Dinner		
December	Breakfast		Dinner		
<i>Total Days Fall</i>					_____
Spring Semester 2020					
January	Dinner	_____	Dinner		
February	Breakfast	_____	Dinner		
March	Breakfast	_____	Dinner		
	Dinner	_____	Dinner		
April	Breakfast	_____	Dinner		
May	Breakfast	_____	Dinner		
<i>Total Days Spring</i>					_____
Summer Term 2020					
May					
June					
July					
August					
<i>Total Summer</i>					_____
Total Resident Dining Days					_____

ATTACHMENT 5: Residential AYCE Hours and Operating Schedule

Resident Dining Service Days and Service Hours Continued

2. Service Hours.

Fall Semester 2019

To be inserted here.

Spring Semester 2020

To be inserted here.

Summer Term 2020

To be inserted here.

ATTACHMENT 6: STRATEGIC ACTION PLAN

To be inserted here.

ATTACHMENT 7: PAYMENT SCHEDULE

To be determined as agreed by University and Vendor.

ATTACHMENT 8: VENDOR INVESTMENTS AND AMORTIZATION SCHEDULES

To be determined as agreed by University and Vendor.

ATTACHMENT 9: ELECTRONIC ACCESS SYSTEMS

University Provided Equipment

University shall provide Vendor access to the following Electronic Access System equipment for its use in operating the Dining Services Program.

To be inserted here.

Vendor Provided Equipment

Vendor shall provide the following Electronic Access System equipment for use in operating the Dining Services Program

To be inserted here.

ATTACHMENT 10: VENDOR SUBCONTRACTOR

Vendor's Subcontractor relationships will be documented here, including:

1. Corporate name and address of the Subcontractor, the name of the contact person, title and telephone number;
2. A detailed explanation of the Bidder's formal relationship with the Subcontractor(s);
3. A detailed explanation of the work to be provided by the Subcontractor(s).

ATTACHMENT 11: ANNUAL PERFORMANCE KPI SCORECARD

To be completed based on the University's priorities and the successful Vendor's proposal.

ATTACHMENT 12: EMERGENCY PREPAREDNESS PLAN

To be inserted as part of final contracting.

ATTACHMENT 13: CAPITAL EQUIPMENT AND FURNISHINGS INVENTORY

To be inserted as part of final contracting.

ATTACHMENT 14: SMALLWARES INVENTORY

To be inserted as part of final contracting.