STANDARD CONTRACT
Contract Number: RU26032

This contract (this "Agreement" or "Contract") effective as of the 1st day of July, 2026, is by and between **Compass Group USA, Inc.** by and through its Chartwells Division, located at 2400 Yorkmont Road, Charlotte, North Carolina (hereinafter called the "Contractor" or "Compass Group"), and the Commonwealth of Virginia, **Radford University**, (hereinafter called the "University" or Radford University"), located at 801 East Main Street, Radford, Virginia (each a "Party" and collectively, the "Parties").

1. **WITNESSETH** that the Contractor and Radford University, in consideration of the mutual covenants, promises and agreements contained, agree as follows:

2. **SCOPE OF CONTRACT:** The Contractor shall provide Dining Services Operations to Radford University as set forth in the Contract Documents.

3. **TERM OF CONTRACT: T**he initial term of this Agreement shall be for a period of ten (10) years and shall be effective from July 1, 2026, through June 30, 2036 (the "Initial Term"), with one (1) additional five-year (5-yr) renewal option.

4. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**

   A. This signed Radford University Standard Contract Document
   B. Radford University's Request for Proposals (RFP) R25-010 dated August 1, 2025, as well as:
      1. Addendum 01 dated August 18, 2025.
      2. Addendum 02 dated August 29, 2025.
      3. Addendum 03 dated September 9, 2025.
      4. Addendum 04 dated September 16, 2025.
   C. Contractor's Proposal signed and dated September 9, 2025 (received October 2, 2025).
   D. Contractor's Clarification Responses dated December 10, 2025.
   E. Contractor's Response to Negotiation Questions dated March 12, 2026.
   F. Contractor's Response to Counteroffer dated March 31, 2026.

   ORDER OF PRECEDENCE: This Standard Contract identifies terms as negotiated and as agreed by both parties. In the event there is a conflict between the Standard Contract Document and any of Contract Documents listed above, this Standard Contract shall take precedence.

5. **FINANCIAL ARRANGMENTS:**

   A. **Financial Commitments from Contractor**

      1. **COMMISSION RATE ON REGULAR SALES:** The Contractor shall pay the University a commission of Twenty-Six Percent (26%) of Gross Sales, on all operations including cash, meal plans, Radford OneCard, concessions and catering.

         "Gross Sales" is defined as all moneys received for sales or services rendered at or from the premises, excluding (1) receipts from sales of meals to employees of the Contractor; (2) any service charge made, collected and turned over to employees; (3) the proceeds of the sale of any fixtures or equipment; (4) proceeds from the sale or liquidation of any inventory which is not sold at retail; (5) any commission or processing fee paid in connection with sales by credit or bank cards; and (6) sales taxes, gross receipts taxes, and other taxes collected by Contractor or any other vendor as required by governmental authorities. For any subcontracted or third-party operations, Gross Sales shall be limited to the percentage of sales or commissions actually received by Contractor from such operations.

2. **COMMISSION RATE ON EXPERIENTIAL LEARNING SALES FROM THE SAXBYS LOCATION:** The Contractor shall pay the University a commission of Twenty-Six Percent (26%) of the Gross Sales retained by Contractor from the commission it receives from the Saxbys operation (Contractor currently set to receive 22% of the sales from the Saxbys operation).

3. **COMMISSION GUARANTEE:** Notwithstanding the payment of commissions otherwise due under this Agreement, Contractor guarantees the University annual commission payments equal to no less than Ninety-Five Percent (95%) of the actual commissions earned and paid to the University during the immediately preceding Contract Year. A "Contract Year" is defined as July 1 through June 30 annually. For the first Contract Year of this Agreement (Contract Year 2026-2027), the guarantee calculation shall be based upon the commissions earned and paid during the final fiscal year of the parties' immediately preceding food services agreement.

   If actual commissions earned and paid for any Contract Year are less than ninety-five percent (95%) of the commissions earned and paid during the preceding Contract Year, Contractor shall remit to the University, within thirty (30) calendar days following the end of that Contract Year, an amount sufficient to bring total commission payments for such Contract Year to the guaranteed level.

   Commission guarantee calculations shall be performed separately for each Contract Year and shall not be reduced, offset, or carried forward based upon overperformance or underperformance in any prior or subsequent year unless expressly agreed in writing by the University.

   All guarantee calculations shall be supported by annual sales and commission statements reasonably acceptable to the University.

4. **VENDING COMMISSION:** Contractor shall pay the University a commission of Twenty-Six Percent (26%) of Gross Sales from all vending operations under this Agreement, including, but not limited to, snack, beverage, coffee, and other approved vended products and services.

   Commission payments shall be calculated on actual Gross Sales for the applicable reporting period and remitted to the University no later than thirty (30) calendar days following the end of each month, unless the parties agree in writing to a different reporting cycle. Each commission payment shall be accompanied by a sales statement or other supporting documentation reasonably acceptable to the University showing Gross Sales, calculation of commissions due, and any other information reasonably requested by the University. For the avoidance of doubt, the commissions from vending machine operations are separate and apart from, and are not included in, the minimum commission guarantee analysis as noted in Section 5(A)(3) above.

5. **2026 SIGNING BONUS AND POTENTIAL 2036 SIGNING BONUS:** Contractor shall pay to the University a signing bonus in the amount of Five Hundred Thousand Dollars ($500,000) within sixty (60) calendar days following full execution of this Agreement by all parties (the "2026 Signing Bonus"). Such funds may be used by the University in its sole discretion. The 2026 Signing Bonus shall be amortized on a straight-line basis over the ten (10) year Initial Term of the Agreement, from July 1, 2026, through June 30, 2036. If this Agreement expires or terminates for any reason , prior to the complete amortization of the 2026 Signing Bonus, the University will pay to Contractor the unamortized amount of the 2026 Signing Bonus, measured as of the date of expiration or termination, immediately upon expiration or termination of the Agreement.

   If the University exercises the optional renewal term to extend this Agreement for an additional five years through June 30, 2041 , Contractor shall pay the University an additional signing bonus in the amount of One Million Dollars ($1,000,000) within sixty (60) calendar days following execution of the renewal amendment or other written renewal instrument (the "2036 Signing Bonus"). If distributed, the 2036 Signing Bonus shall be amortized on a straight-line basis over the five (5) year extension of the Agreement, beginning July 1, 2036 and ending June 30, 2041. If this Agreement expires or is terminated for any reason prior to the complete amortization of the 2036 Signing Bonus, the University will pay to Contractor the unamortized amount of the 2036 Signing Bonus, measured as of the date of expiration or termination, immediately upon expiration or termination of the Agreement

6. **ANNUAL SCHOLARSHIP PAYMENTS:** Contractor shall provide the University with annual payments for scholarship funding in the amount of Twenty-Five Thousand Dollars ($25,000) for each Contract Year during the Initial Term, for a total Initial Term commitment of Two Hundred Fifty Thousand Dollars ($250,000). Payment shall be due on or before October 1 of each Contract Year unless otherwise agreed in writing by the parties. Scholarship fund payments shall be used by the University in its sole discretion for student scholarship purposes.

   If the Agreement is renewed or extended, continuation of scholarship funding during any renewal term shall be as mutually agreed in writing by the Parties.

7. **SUSTAINABILITY FUND:** Contractor shall expend not less than Twenty Thousand Dollars ($20,000) during each Contract Year of the Initial Term toward sustainability initiatives benefiting the University, for a total Initial Term commitment of Two Hundred Thousand Dollars ($200,000).

   Eligible uses may include waste reduction programs, composting initiatives, reusable container programs, sustainability education, energy efficiency improvements, local sourcing initiatives, recycling programs, or other mutually recognized sustainability efforts that support the University's dining program or campus sustainability goals. The Parties shall meet annually to collaboratively review and identify planned sustainability initiatives and anticipated use of such funds for the upcoming Contract Year.

   No later than sixty (60) days following the end of each Contract Year, Contractor shall provide the University with a written annual accounting detailing how such funds were used during the preceding Contract Year. The accounting shall include a description of each initiative, the amount expended, the date incurred, and such supporting documentation as the University may reasonably request.

   To the extent Contractor does not spend the full annual amount during any Contract Year, the unspent balance shall roll forward and be added to Contractor's required commitment for the next Contract Year.

   Upon expiration or termination of the Agreement, any remaining unfulfilled balance of the total Initial Term commitment that has not been spent through documented eligible expenditures shall be paid directly to the University within thirty (30) days of such expiration or termination.

8. **ATHLETIC MEAL PLAN FUND:** Contractor shall provide and administer an Athletic Fueling Support Fund whereby Contractor will incur expenses in the amount of Fifteen Thousand Dollars ($15,000) (at retail value) during each Contract Year of the Initial Term, to support supplemental student-athlete food access and support.

   This fund shall be used solely for goods, services, labor, or operating support that are in addition to standard meal plan benefits otherwise available to student-athletes and the general student population. The Parties shall meet annually to collaboratively review and identify planned and anticipated use of such funds for the upcoming Contract Year.

   The University, through Athletics and the designated Contract Administrator, shall determine annual priorities for use of the fund. Contractor shall provide an annual summary of expenditures, participation, and program outcomes.

Unused annual funds shall roll forward into the next contract year and remain restricted for athletic fueling purposes.

9. **VASCUPP SWAMFEST SPONSORSHIP:** Contractor shall provide annual sponsorship payment to University for the VASCUPP SWAMFest event in the amount of Two Thousand Dollars ($2,000) for each Contract Year during the Initial Term, for a total Initial Term commitment of Twenty Thousand Dollars ($20,000).

   Annual sponsorship payments shall be remitted no later than September 1 of each Contract Year, unless otherwise agreed in writing by the Parties, in order to support event planning and administration for the applicable Fall event.

   Such sponsorship may be used for event costs, programming, promotional materials, participant support, speaker expenses, food and beverage, or other event-related purposes as determined by the University and/or VASCUPP event organizers.

   Contractor shall receive reasonable sponsorship recognition consistent with other similarly situated sponsors, as determined by the event organizers.

10. **CATERING SUPPLIES AND EVENT SUPPORT:** Contractor shall provide not less than Forty-Five Thousand Dollars ($45,000) (at retail value) during each Contract Year of the Initial Term in in-kind catering, supplies, event support, staffing support, equipment, or other approved event-related contributions for the benefit of the University, for a total Initial Term commitment of Four Hundred Fifty Thousand Dollars ($450,000) (the "Catering Supplies and Event Support Fund").

    Eligible uses may include donor events, presidential functions, student programming, commencement activities, recruitment events, campus celebrations, athletic events, equipment, disposable or reusable serviceware, décor, staffing assistance, or other mutually approved University events.

    No later than sixty (60) days following the end of each Contract Year, Contractor shall provide the University with a written annual accounting detailing all in-kind goods, services, and support provided during the preceding Contract Year. The accounting shall include the event supported, date provided, description of goods or services, assigned value, and methodology used to determine such value, together with supporting documentation reasonably requested by the University.

    To the extent the full annual minimum commitment during any Contract Year is not utilized, the unutilized balance shall roll forward and be added to Contractor's required commitment for the next Contract Year. The University shall use best efforts to utilize the Catering Supplies and Event Support Fund on an annual basis to support ongoing operational and event-related needs and to avoid unnecessary accumulation of unused funds.

    Upon expiration or termination of the Agreement, any remaining unutilized balance of the Catering Supplies and Event Support Fund shall be paid directly to the University within thirty (30) days of such expiration or termination.

B. **Capital Investments:**

1. **General Investment**: Contractor shall provide a capital investment of Five Million Five Hundred Thousand dollars ($5,500,000) (the "General Investment") to support approved dining facility improvements, renovations, equipment, infrastructure, and other mutually approved capital needs of the University. The General Investment shall be amortized on a straight-line basis over the ten (10) year Initial Term of the Agreement, from July 1, 2026 through June 30, 2036. University will

hold title to all items purchased with the General Investment funds, if any. If this Agreement expires or is terminated for any reason prior to the complete amortization of the General Investment, the University will pay to Contractor the unamortized amount of the General Investment, measured as of the date of expiration or termination, within thirty (30) calendar days following the effective date of expiration or termination of the Agreement.

a) Approval of Projects: All capital projects, scopes of work, budgets, schedules, and material changes shall require prior written approval of the University through its designated Contract Administrator and other applicable University departments, including Facilities Planning and Construction, as applicable.

b) Other Capital Projects: Any portion of the General Investment shall be funded in accordance with the project schedules, annual reinvestment schedules, or other funding plans approved by the Parties.

c) Accounting and Documentation: Contractor shall provide written documentation of all capital expenditures, payments, reimbursements, and funded assets under this section. Upon completion of any project, Contractor shall provide a final accounting reasonably sufficient for University financial, audit, and asset management purposes.

d) Carryforward of Unused: If any approved capital project is delayed, completed under budget, canceled, or modified, any remaining committed but unused capital funds from the General Investment shall remain available for other approved capital purposes during the Initial Term of the Agreement unless otherwise agreed in writing.

2. **Dalton Hall Renovation Investment**: Contractor shall provide a separate capital investment in the amount of Seven Million Dollars ($7,000,000) to support the Dalton Hall renovation project (the "Dalton Hall Renovation Investment"). This contribution shall be governed by the approved project scope, construction schedule, draw schedule, and payment milestones of the project, as approved by the University. The Dalton Hall Renovation Investment shall be amortized on a straight-line depreciation basis beginning on the earlier of (a) the completion of the Dalton Hall renovation project, or (b) July 1, 2029, and ending on June 30, 2036. University will hold title to all items purchased with the Dalton Hall Renovation Investment funds, if any. If this Agreement expires or is terminated for any reason prior to the complete amortization of the Dalton Hall Renovation Investment, the University will pay to Contractor the unamortized amount of the Dalton Hall Renovation Investment, measured as of the date of expiration or termination, within thirty (30) calendar days following the effective date of expiration or termination of the Agreement.

   The Dalton Hall Renovation Investment shall be used solely for approved Dalton Hall project costs, including design, construction, renovation, infrastructure, furnishings, fixtures, equipment, technology, and other mutually approved project-related expenses.

   a) Disbursement Schedule

      1) Two Million Five Hundred Thousand Dollars ($2,500,000) of the Dalton Hall Renovation Investment shall be due by October 1, 2027

      2) An additional Two Million Five Hundred Thousand Dollars ($2,500,000) of the Dalton Hall Renovation Investment shall be due by October 1, 2028.

      3) An additional Two Million Dollars ($2,000,000) of the Dalton Hall Renovation Investment shall be due by October 1, 2029.

3. **Pre-Opening Investment**. Contractor will incur up to $300,000 of expenses related to preparing for and commencing services under this Agreement (the "Pre-Opening Investment"). Such Pre-Opening Investment expenses will be incurred by Contractor on its own behalf, without reimbursement from University. Contractor will amortize the Pre-Opening Investment on a straight-line basis from July 1, 2026 through June 30, 2036. University will hold title to any items purchased with the Pre-Opening Investment, if any. If this Agreement expires or is terminated for any reason prior to the complete amortization of the Pre-Opening Investment, the University will pay to Contractor the unamortized amount of the Pre-Opening Investment, measured as of the date of expiration or termination, within thirty (30) calendar days following the effective date of expiration or termination of the Agreement.

4. **Swing Space Investment**: Contractor shall support the transition of dining operations during the renovation of Dalton Hall, including the development, preparation, and operation of a temporary "all-you-care-to-eat" dining facility within Muse Hall (the "Swing Space"). Contractor shall provide the amount of Two Million Dollars ($2,000,000) by October 1, 2026, which shall be used for the renovation of the Muse Hall Swing Space ("Swing Space Investment"). The Swing Space Investment shall be amortized on a straight-line basis over the ten (10) year Initial Term of the Agreement, from July 1, 2026 through June 30, 2036. University will hold title to all items purchased with the Swing Space Investment funds, if any. If this Agreement expires or is terminated for any reason prior to the complete amortization of the Swing Space Investment, the University will pay to Contractor the unamortized amount of the Swing Space Investment, measured as of the date of expiration or termination, within thirty (30) calendar days following the effective date of expiration or termination of the Agreement.

   a) The Swing Space is intended solely as a temporary operational solution during the Dalton Hall renovation period and shall be designed and implemented accordingly.

   b) Contractor shall collaborate with the University to develop a mutually approved scope, budget, and implementation plan for Swing Space, taking into consideration the temporary nature of the facility and the planned future demolition of Muse Hall.

   c) All capital expenditure associated with Swing Space shall be funded by the Swing Space Investment and shall not be applied to or reduce the Dalton Hall Renovation Investment.

   d) Contractor shall not make or propose capital investments in the Swing Space that are inconsistent with its temporary purpose, and all expenditures shall be subject to prior University approval.

   e) Contractor shall be responsible for timely implementation of the Swing Space alignment with the Dalton Hall construction schedule to ensure continuity of dining services without material disruption to students or campus operations.

   f) Upon completion of the Dalton Hall renovation and transition of operations out of Muse Hall, the Parties shall coordinate the orderly decommissioning of the Swing Space.

C. **Meal Plan ("Board Plan") Rates 2026-2027:** The following Board Plan rates approved by the University's Board of Visitors shall apply for Contract Year 2026-2027 and shall serve as the basis for the Overwrite calculation under this Agreement. University will pay to Contractor 94% of the revenue generated from the below Board Plan sales. University will retain the remaining 6% of Board Plan revenue as its Overwrite (as described further in Section 8(H)).

Board Plan	Semester	Annual
Residential Board Plan:		
Highlander Residential (default)	$2,933	$5,866
Highlander All Access	$3,131	$6,262
Residential Apartment Board Plan:		
Highlander Jr.	$1,955	$3,910
Non-Residential Meal Plan:		
Highlander Commuter (25 swipes/semester)	$637	$1,274

Board Plan rates shall be reviewed and approved annually by the University's Board of Visitors. Any approved rate adjustments shall be determined in accordance with the provisions set forth under Attachment C, Section A.5. herein. All modifications shall be incorporated into this Agreement through written modification executed by the Parties.

D. **Offset Rights Upon Termination Due to Default**. With respect to the Signing Bonuses set forth in Section 5.A.5 and the Capital Investments set forth in Section 5.B above, in the event the University terminates this Agreement due to Contractor's uncured material default (following written notice and 30 day right to cure), University may offset against the then-unamortized balances due on such Signing Bonuses and Capital Investments, University's actual, direct damages incurred which are attributable to the default and give rise to the termination by University. The University shall provide Contractor with reasonable supporting documentation for any claimed offset amounts, and the parties shall collaborate in good faith on the existence, nature, and amount of any such claimed damages prior to any offset.

6. **SCOPE OF SERVICES/SPECIFIC PROVISIONS:** Contractor shall perform the services required under this Agreement in accordance with the operational, performance, reporting, financial, facilities, maintenance, technology, and other requirements set forth in the Contract Documents, including without limitation the attachments incorporated herein.

A. Operational Requirements as more fully set forth in Attachments A through D, attached hereto and incorporated herein.

B. In the event of a conflict between general descriptive language and a specific operational requirement contained in an attachment, the more specific requirement shall control unless expressly stated otherwise.

C. **Hours of Operation and Service Availability:**

1. Contractor shall operate dining locations, retail venues, catering services, concessions, and related food service operations in a manner reasonably responsive to University needs, student demand, campus programming, academic schedules, and special events.

2. The Parties shall meet and agree upon, no less than annually, and at such other times reasonably requested by the University, a proposed operating plan identifying locations, hours of operation, weekend service, break service, event support, and other service availability for review and approval by the University.

3. The University reserves the right to require reasonable modifications to proposed operating hours or service availability to address demonstrated demand, campus events, recruitment activities, commencements, athletic events, orientation, weekends, or other institutional needs.

4. Contractor shall actively develop and implement strategies to increase student participation in weekend dining and improve utilization of on-campus dining services during historically underperforming service periods.

5. Contractor shall not materially reduce approved hours of operation or close a dining location during scheduled service periods without prior University approval, except in emergency situations or circumstances beyond Contractor's reasonable control.

6. The University may request Contractor to engage approved food truck vendors and mobile food vendors in support of concessions, special events, employee appreciation activities, visitation programs, recruitment events, athletic events, orientations, and other campus programming on mutually agreeable financial terms. The Parties shall work collaboratively through the annual operational planning process to identify anticipated food truck and temporary vendor needs. In the event Contractor is unable to provide such vendors in a timely manner, University reserves the right to engage reasonable temporary outside vendors to support institutional events and operational needs.

D. **Saxbys Experiential Learning Café:**

1. Contractor and the University will work collaboratively to develop a plan to design, construct, and operate a Saxbys branded experiential learning café on campus, subject to University approval of the final location, design, implementation approach, operational timeline, and applicable franchise design and operational requirements. The construction project costs shall not exceed Five Hundred Thousand Dollars ($500,000).

2. Any capital costs associated with construction, renovation, furniture, fixtures, equipment, or startup of the Saxbys location shall be funded solely from the General Investment as outlined in Section 5(B)(1).

3. Contractor shall remain solely responsible for the management, operation, contractual oversight, financial performance, and compliance of the Saxbys operation under this Agreement. Any relationship with Saxbys or other third-party operators shall be administered exclusively through Contractor, and nothing in this Agreement shall create or authorize any direct contractual or operational relationship between the University and Saxbys independent of Contractor.

4. Contractor shall be solely responsible for all operating costs, expenses, liabilities, and losses associated with the Saxbys operation. Under no circumstance shall the University be responsible for operating deficits, subsidies, reimbursements, or financial support related to the Saxbys location.

5. The University shall receive a commission equal to Twenty-Six Percent (26%) of the commission or other revenue share received by Contractor from Saxby's operations (Contractor currently set to receive 22% of the sales generated by the Saxbys location).

6. The University's commission shall be payable regardless of whether the Saxbys operation is profitable to Contractor.

7. Contractor shall provide periodic financial reporting reasonably sufficient for the University to verify sales, commissions, and financial performance of the Saxbys operation.

8. Contractor shall continuously manage and oversee the Saxbys location for a minimum period of five (5) years following commencement of operations unless otherwise agreed upon in writing by the parties.

E. **Leadership Performance and Accountability**:

1. Contractor shall maintain a leadership team with experience and authority to successfully manage dining operations under this Agreement.

2. The leadership team shall be subject to annual performance review by the University, which may include evaluation of operational execution, responsiveness, staffing stability, food quality, customer satisfaction, communication, financial stewardship, innovation, and overall contract performance.

3. Contractor shall achieve and maintain the key performance indicators ("KPIs") set forth in Attachment E, which are incorporated into this Agreement. Such KPIs are based in part upon Contractor's proposal commitments and the University's operational expectations. The parties may review and revise the KPI schedule from time to time by mutual written agreement; however, no revision shall diminish Contractor's accountability for performance already measured or accrued.

4. If the University reasonably determines, based upon documented performance concerns, repeated failure to meet KPIs, or material operational deficiencies, that a member of the leadership team is not meeting expectations, the University may require Contractor to remove or replace such individual.

5. Contractor shall provide a qualified replacement within a reasonable timeframe, not to exceed thirty (30) calendar days, unless otherwise mutually agreed in writing.

F. **Service Quality, Customer Experience and Continuous Improvement:**

1. Contractor acknowledges the importance of delivering consistent food quality, reliable service, operational excellence, and a positive customer experience throughout the term of the Agreement.

2. Contractor shall maintain standards for food quality, product availability, cleanliness, equipment functionality, timeliness of service, and customer service reasonably acceptable to the University.

3. Contractor shall investigate and respond to complaints within a reasonable timeframe appropriate to the nature and severity of the complaint. Issues involving health, safety, suspected foodborne illness, or other urgent matters shall receive immediate attention.

4. The University may require periodic corrective action plans when recurring concerns, service failures, negative trends, or documented deficiencies are identified.

5. The University reserves the right, upon reasonable notice, to utilize internal reviewers or independent third-party evaluators, including mystery shop or comparable assessment methods, to assess service quality, operational performance, and customer experience. Contractor shall reasonably cooperate with such evaluations.

6. Contractor shall meet with the University periodically to review performance results, complaint trends, survey feedback, operational data, and continuous improvement opportunities.

G. **Amphitheater Events and Activities:** Notwithstanding any other provision of this Agreement relating to exclusivity, catering rights, concessions, food service operations, or event support, the University reserves the right to separately manage, contract for, operate, or authorize food service, beverage service, catering, concessions, alcohol service, sponsorships, and related activities associated with the University's amphitheater project and related events, including events conducted in partnership with the City of Radford or other third parties.

Contractor acknowledges and agrees that such amphitheater operations, activities, and events are excluded from the exclusive rights granted under this Agreement and shall not constitute a breach, reduction in scope, or basis for compensation, offset, reimbursement, or damages of any kind.

At the request of the University, Contractor may, but shall not be obligated to, provide catering, concessions, staffing, operational support, or other related services for amphitheater events pursuant to separately negotiated event arrangements, pricing, or service agreements.

H. **Annual Business Reviews:** The Parties will meet annually to review the food service program, review Contractor's performance in relation to the KPIs, and to discuss any needed updates/changes to the program. Both Parties will have their respective senior leadership personnel attend the annual meetings (including the senior leadership from Contractor's vending operations team).

7. **REPORTING AND DELIVERY**

A. **Participation of Small Businesses (SWaM):** Contractor shall actively utilize certified small, women-owned, and minority-owned businesses ("SWaM") in the performance of this Agreement and shall maintain complete and accurate records of all related subcontracting and purchasing activity. Contractor shall submit quarterly SWaM utilization reports to the University identifying all payments made to SWaM-certified businesses in connection with this Agreement during the applicable reporting period.

1. Each report shall include, at a minimum:

a) Business name
b) DSBSD certification number
c) Tax Identification Number (TIN)
d) Business address
e) Primary contact person
f) Description of goods or services provided
g) Total amount paid during the reporting period
h) Cumulative amount paid during the contract year

2. Only expenditures attributable to properly certified vendors verifiable through the Virginia Department of Small Business and Supplier Diversity may be reported as SWaM spend.

3. Reports shall be submitted in the format reasonably required by the University. Contractor shall submit all quarterly reports to the Director of Procurement and Contracts no later than April 10, July 10, October 10, and January 10 of each contract year.

8. **METHOD OF PAYMENT**

A. **Commission Payments.** Contractor shall pay to the University the commissions and other amounts due under this Agreement, including any guaranteed commissions, percentage commissions, vending commissions, and any other revenue share obligations expressly set forth herein or in the applicable exhibits.

B. **Commission Payment Schedule.** Unless otherwise stated in this Agreement, Contractor shall remit commission payments to the University on a monthly basis based upon actual commissions earned during the applicable reporting period. All monthly payments shall be due no later than the tenth (10th) calendar day of the following month.

C. **Annual Reconciliation with Guaranteed Minimum Commissions.** If actual commissions earned for any Contract Year are less than the guaranteed minimum commission amount for that Contract Year, Contractor shall pay the difference between the actual commissions earned and the guaranteed minimum commission amount to the University within thirty (30) calendar days following the end of the applicable Contract Year.

Within thirty (30) calendar days following the close of each Contract Year, Contractor shall provide the University with a complete annual sales and commission statement, including gross sales, commission calculations, prior payments made, and any remaining amounts due.

D. **Books, Records and Audit Access.** Contractor shall maintain complete, accurate, and auditable books, records, and supporting documentation relating to all sales, commissions, payments, expenses, and other financial activity associated with this Agreement in accordance with generally accepted accounting principles and applicable law.

The University, the Commonwealth of Virginia, and their authorized representatives shall have the right, upon reasonable notice and during normal business hours, to inspect, review, and audit such records for the purpose of verifying compliance with this Agreement.

Contractor shall reasonably cooperate with all such reviews and shall make knowledgeable representatives available upon request..

E. **Payments Upon Expiration or Termination.** Upon expiration or termination of the Agreement, Contractor shall pay all commissions and other amounts due to the University on sales through the final day of operations under the Agreement.

Any guaranteed commissions or other annual amounts applicable to a partial Contract Year shall be calculated on a prorated basis unless otherwise expressly stated in this Agreement.

F. **Taxes, Licenses and Fees.** Contractor shall be solely responsible for the reporting, collection, and payment of all taxes, licenses, permits, fees, and governmental charges arising from its operations under this Agreement, except for taxes or charges that are by law the direct responsibility of the University.

The University shall remain responsible only for taxes properly imposed upon the University's real property, personal property, or other obligations expressly assigned to the University by applicable law.

G. **Virginia Prompt Pay Act.** Invoices for goods or services provided under any contract resulting from this solicitation should be submitted by email to acctspayable@radford.edu. Invoices shall be identified with the assigned contract number. Invoices shall identify contract pricing for all good/services payment is being requested. If submitting invoices by mail use the following address. Email is the preferred method of invoice receipt.

RADFORD UNIVERSITY
ACCOUNTS PAYABLE
POST OFFICE BOX 6906
RADFORD, VA 24142-6906

Payment will be made thirty days after receipt of proper invoice for the amount of payment due, or thirty days after receipt of goods/services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Pay Act.

H. **Auxiliary Program Support Retention ("Overwrite").** The parties acknowledge that the University's Auxiliary Program Support Retention ("Overwrite") is equal to six percent (6%) of the Board Plan sales, pursuant to the Board Plan rates approved by the University's Board of Visitors. Accordingly, Contractor shall invoice the University at ninety-four percent (94%) of the applicable approved Board Plan rates, and payment by the University of such invoiced amount shall constitute full satisfaction of the University's financial obligation for the applicable Board Plan sales. Contractor acknowledges and agrees that the Overwrite is a standard component of the University's financial structure and shall not be considered a withholding, offset, penalty, or reduction for performance.

9. **TERMS AND CONDITIONS**

A. **General Terms and Conditions**

1. ADMINISTRATIVE APPEALS PROCEDURE: Although Radford University is authorized to establish an administrative appeals procedure, it has chosen not to develop such procedures, but rather will rely on legal action for such determinations. (Governing Rule §55). However, Radford University reserves the right to use Alternative Dispute Resolution (ADR) for hearing appeals from decisions on disputes arising during the performance of a contract or when it is deemed to be in the best interest of the University. (Governing Rule §56).

2. ANTI-DISCRIMINATION: By submitting their bids/proposals, (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §10 of the Governing Rules. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Governing Rule §36).

   In every contract over $10,000 the provisions in 1 and 2 below apply:

   1. During the performance of this contract, the contractor agrees as follows:

      a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

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

3. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to Radford University, and the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

4. ANNOUNCEMENT OF AWARD: Upon award or the announcement of the decision to award a contract over $200,000 as a result of this solicitation, Radford University will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of ten (10) days.

5. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth.

6. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of Radford University, an agency of the Commonwealth.

7. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or non-stock corporation, limited liability company, business, trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required by Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business fails to remain in compliance with the provisions of this section.

8. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

    1. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

    2. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:

        a. By mutual agreement between the parties in writing; or

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

        c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract, or if there is none, in accordance with the dispute's clause provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors (Governing Rule §53). Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.

9. CONTROLLING VERSION OF SOLICITATION: The original version of the solicitation and any addenda issued by Radford University's Procurement and Contracts Department is the mandatory controlling version of the document. Any modification to the solicitation by the bidder or offeror shall not modify the original version of the solicitation issued by Radford University's Procurement and Contracts Department. Such modifications or additions to the solicitation by the bidder or offeror may be cause for rejection of the bid or proposal; however, Radford University reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a bid or proposal.

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

11. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the University, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

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

    For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, possession or use of any controlled substance or marijuana during the performance of the contract. (Governing Rule §11).

13. EO/AA STATEMENT: If this contract is a covered government contract or subcontract, contractors and subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Radford University does not discriminate against employees, students, or applicants on the basis of age, color, disability, gender, gender identity, gender expression, national origin, political affiliation, race, religion, sexual orientation, genetic information, or veteran status; or otherwise discriminate against

employees or applicants who inquire about, discuss, or disclose their compensation or the compensation of other employees, or applicants; or any other basis protected by law.

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

15. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal eVA Electronic Virginia Portal streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth should participate in the eVA internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors should self- register in eVA and pay applicable vendor transaction fees. Failure to register may result in the bid/proposal being rejected.

16. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any contractor with more than an average of 50 employees for the previous 12-months entering into a contract in excess of $50,000 with the University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

17. FEDERAL GRANTS: The following provisions apply to a contract made under a federal grant: Appendix II C.F.R. 200§§200.317-200.326.

18. FORCE MAJEURE: The performance of the contract by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the Event, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Event or to fully perform the terms of the contract. The contract may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

19. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a contract with the Commonwealth of Virginia, the contractor certifies that the contractor does not, and shall not during the performance of this contract for goods and services in the Commonwealth, knowingly employ an unauthorized illegal alien as defined in the federal Immigration Reform and Control Act of 1986.

20. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the negligent or intentionally wrongful use of any materials, goods, or equipment of any kind or nature

furnished by the Contractor; or any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the University or failure of the University to use the material, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

21. MANDATORY USE OF RADFORD UNIVERSITY'S FORM AND TERMS AND CONDITIONS: Failure to submit a response on Radford University's form provided for that purpose may be a cause for rejection of the response. Modification of or additions to the General Terms and Conditions of the solicitation may be cause of rejection of the response; however, the University reserves the right, on a case by case basis, in its sole discretion, whether or not to reject such a response.

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

23. PAYMENT:

    1. Prime Contractor:

        a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations.

        b. Any payment terms requiring payment in less than 30 days will be regarded as requiring
        payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.

        c. All goods and services provided under this contract or purchase order, that are to be paid with public funds shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

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

        e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the University of its prompt payment obligations with respect to those charges which are not in dispute (Governing Rule §53. Contractual disputes).

2. To Subcontractors:

   a. A contractor awarded a contract under this solicitation is hereby obligated:

      1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment record for work performed by the subcontractor(s) under the contract; or

      2) To notify the University and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

   b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise prohibited under the terms of the contract) on all amounts owed by contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan as specified in the contract documents and is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only substantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the University or institution, or other appropriate penalties may be accessed in lieu of withholding such payment.

24. PRECEDENCE OF TERMS: The following paragraphs of these General Terms and Conditions shall apply in all instances: Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors, Applicable Laws and Courts, Anti-Discrimination, Ethics in Public Contracting, Immigration Reform and Control Act of 1986, Debarment Status, Antitrust, Mandatory Use of Radford University's Form and Terms and Conditions, Clarification of Terms, and Payment. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

25. PRICING CURRENCY: Unless otherwise stated in the solicitation, bidder/offeror shall state bid/offer in U.S. dollars.

26. QUALIFICATIONS OF (BIDDERS/OFFERORS): The University may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to the University all such information and data for this purpose as may be requested. The University reserves the right to inspect bidder/offeror's physical facilities prior to award to satisfy questions regarding the bidder/offeror's capabilities. The University further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to

satisfy the University that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

27. SUPREMACY CLAUSE: Not withstanding any provision in the bidder's/offeror's response to the contrary, the bidder/offeror agrees that the terms and conditions contained in Radford University's bid/offer prevail over contrary terms and conditions in the bidder's/offeror's response.

28. TAXES: Sales to the Commonwealth of Virginia and Radford University are normally exempt from state sales tax. State sales and use tax certificates of exemption ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The appropriate University Sales and Use Tax of Exemption number is as follows: RU 10-546001789F-001; FIN 54-6001789

29. TESTING AND INSPECTION: The University reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to specifications.

30. TRANSPORTATION AND PACKAGING: By submitting bids/offers, all bidders/offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest band best rate upon the actual weight of the goods to be shipped. Except as otherwise specified herein standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description and quantity.

31. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturer name, but conveys the general style, type, character, and quality of the product desired. Any product which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the University to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring the bid as nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation.

B. **Additional Terms and Conditions** are as follows:

1. ADDITIONAL GOOD AND SERVICES: The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services, under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the contract.

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

3. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Radford University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

4. CANCELLATION OF CONTRACT: Radford University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

5. CONTRACT DOCUMENTS: The contract entered into by the parties shall consist of the Request for Proposal including all addendums thereof, the proposal submitted by the Contractor, the written results of negotiations, the University Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.

6. NOTICES: Any notices to be given by either party to the other pursuant to any contract resulting from this Agreement shall be in writing, hand delivered, mailed or electronically submitted to the address of the respective party at the following address:

   If to the Contractor: 2400 Yorkmont Rd.
   Charlotte, NC 28217
   ATTN: General Counsel

   If to Radford University:

   RADFORD UNIVERSITY
   Procurement and Contracts Department
   Attn: Executive Director and/or Chief Procurement Officer
   P.O. Box 6885
   501 Stockton Street
   Radford, Virginia 24142

7. PUBLIC POSTING: Radford University maintains a web-based contract database with a public gateway access. This Agreement will be posted to the publicly accessible website. Contents identified and mutually negotiated, as proprietary information will not be made public.

8. SEVERAL LIABILITY: Radford University will be severally liable to the extent of its purchase made against any contract resulting from this Agreement. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this Agreement.

C. **<u>Special Terms and Conditions</u>** are as follows:

1. ADVERTISING: In the event this contract was awarded for supplies, equipment, or services, no indication of such sales or services to Radford University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that Radford University has purchased or uses its products or services, and the Contractor shall not include Radford University in any client list in advertising and promotion materials without the express written consent of the University.

2. COMPLIANCE: The Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all

laws, regulation, and guidance applicable to the University and/or the Contractor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations.

3. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor assures that the information and data obtained as to personal facts and circumstances related to faculty, students or staff and affiliates will be collected and held confidential, during and following the term of this contract, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or the Code of Virginia. This shall include FTI, which is a term of art and consists of federal tax returns and return information (and information derived from it) that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (IRC) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as sensitive but unclassified information and may contain personally identifiable information (PII). Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the University of any breach or suspected breach in the security of such information. Contractors shall allow the University to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

4. CONTRACTOR PERSONNEL: All employees of the Contractor shall comply with the rules, regulations, policies and procedures of Radford University and shall maintain proper conduct. In the event the University finds, at its sole discretion, that an employee of the Contractor is objectionable to the University that employee shall be removed by the Contractor from University grounds and shall not again be employed by the Contractor on University grounds until approved by the University.

5. CONTINUITY OF SERVICES:

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

      1) To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;

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

      3) That the University Contract Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

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

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

6. CRIMINAL CONVICTION CHECKS: All criminal conviction checks must be concluded prior to the Contractor's employees gaining access to the Radford University Campus. Employees who have separated employment from Contractor shall undergo another background check prior to re-gaining access to the Radford University campus. Contractor shall ensure subcontractors conduct similar background checks. Radford University reserves the right to audit a Contractor's background check process at any time. All employees have a duty to self-disclose any criminal conviction(s) occurring while assigned to the Radford University campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Radford University Contract Administrator within 5 days. If at any time during the term of the contract Radford University discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the Contractor shall remove that employee's access to the Radford University campus, unless Radford University consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the Contract.

7. DATA AUTHENTICITY, INTEGRITY AND AVAILABILITY: The Contractor will take reasonable measures, including audit trails, to protect University Data, as stated in the Proposal, against deterioration or degradation of data quality and authenticity. The Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, "is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration."

   The Contractor will ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in-time and\or to the most current backup available.

   The Contractor will maintain an uptime of 99.99% or greater, as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations.

8. DATA PRIVACY: The Contractor will use University Data only for the purpose of fulfilling its duties under this Contract and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this Contract or as otherwise required by law.

   University Data will not be stored outside the United States without prior written consent from the University.

   The Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under this Contract. The Contractor will ensure that the Contractor's employees who perform work under this Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Contract. If the Contractor will have access to the University's Education records as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of this Contract it will be designated as a "school official" with "legitimate educational interests" in the University Education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. The Contractor will use the Education records only for the purpose of fulfilling its duties under this Contract for University's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in this Contract, required by law, or authorized in writing by the University.

9. DATA TRANSFER UPON TERMINATION OR EXPIRATION: The Contractor's obligations shall survive termination of this Contract until all University Data has been returned or Securely Destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.

   Upon termination or expiration of this Contract, the Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 60 days of termination of this Contract. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. The Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.

   In the event that the University requests destruction of its data, the Contractor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University data. The Contractor agrees to provide documentation of data destruction to the University and to complete any required Commonwealth of Virginia documentation regarding the destruction of University Data.

   The Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to the Contractor's facilities to remove and destroy University-owned assets and data. The Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. The Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

10. DATA SECURITY: The Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure the Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.

    The Contractor will store and process University Data in a secure site and will provide a SAS 70, SAS 70 Type II, SSAE 16, SOC 2 or SOC 3 security report from a third-party reviewer along with annual updated security reports.
    The Contractor will use industry-standards and up-to-date security tools, technologies and practices such as network firewalls, anti-virus, vulnerability scans, system logging, intrusion detection, 24x7 system monitoring and third-party penetration testing in providing services under this Contract.

    Without limiting the foregoing, the Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption.

    The University may inspect the data center used to store and process University Data annually or at any time upon request.

11. INSURANCE: By signing and submitting a Proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will

have workers' compensation insurance in accordance with §§2.2-4332 and 65.2-800 et seq of the Code of Virginia. The Offeror further certifies that the Contractor and any subcontractors will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- ☒ Worker's Compensation - Statutory requirements and benefits.
- ☒ Employers Liability - $100,000.00
- ☒ Commercial General Liability - $1,000,000.00 per occurrence and $2,000,00 in the aggregate to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Radford University shall be named as an additional insured to the policy by endorsement.
- ☒ Automobile Liability - $1,000,000 combined single limit. Required only if a motor vehicle not owned by the University is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third-party owner of such motor vehicle.)
- ☐ Builders Risk – For all renovation and new construction projects under $100,000 Radford University will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from $100,000 up to $500,000 the Contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the Contract and name Radford University as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.

*The Contractor agrees to be responsible for, indemnify, defend and hold harmless Radford University, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the Contract, including but not limited to claims under the Worker's Compensation Act. The Contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Radford University, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the negligent performance or nonperformance of the Contract.

12. LABELING OF HAZARDOUS SUBSTANCES: If the items or products requested by this solicitation are "Hazardous Substances" as defined by the § 10.1-1400 of the Code of Virginia (1950), as amended, or #§ 1261 of Title 15 of the United States Code, then the Offeror, by submitting its Proposal, certifies and warrants that the items or products to be delivered under this Contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Offeror does not violate any of the prohibitions of the Virginia Waste Management Act, Title 10.1, Chapter 15 of the Code of Virginia. or Title 15 U.S.C. § 1263.

13. LICENSE TO USE RADFORD UNIVERSITY LICENSED INDICIA: By signing and submitting this Proposal, the Offeror agrees that if it is awarded a purchase order/contract as a result of this solicitation, it will follow the procedures outlined by Radford University's Licensing and Trademarks Administration to become a licensed vendor authorized to use Radford University licensed indicia identified in the solicitation and to follow all procedures for submitting artwork for product for approval prior to producing any product with Radford University indicia. More information on the licensing process and application can be located at Radford University Brand Guide.

14. PCI COMPLIANCE: Contractor represents and warrants for the life of the Contract that it is responsible for the security of payment card information in its possession including all functions relating to storing, transmitting, and ensuring the security of Cardholder Data (CHD). The

Contractor agrees that it and any Third-Party provider that Contractor engages, complies with the current version of the Payment Card Industry (PCI) Data Security Standard (PCI DSS) and will maintain compliance with the PCI DSS or any successor certification established by the PCI Security Standards Council (PCI SSC). Contractor agrees that all Payment Applications used are compliant with the Payment Application Data Security Standard (PA DSS), or any successor certification established by the PCI SSC. Contractor will immediately notify the University if it learns it is, or can reasonably expect to be, no longer PCI DSS compliant and will provide the University with the steps being taken to remediate the non-compliance status.

The Contractor agrees to provide the University at least annually or on written request a current (no more than 2 months old) and complete a copy of their Attestation of Compliance (AOC) signed by a duly authorized officer of the Contractor. Further, Contractor agrees to provide to the University proof of current (no more than 3 months old) passing external vulnerability scan as submitted by an Approved Scanning Vendor (ASV).

Contractor will keep data confidential and not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents, or data provided or disclosed to the Contractor or any account information related to payment cards or cardholders for any purpose other than performing the Contractor's obligation under this Contract.

Contractor will inform the University within twenty-four hours if it has knowledge, or can reasonably expect that a security breach has occurred. Contractor takes responsibility for the payment of fines, penalties, lawsuits, and other costs incurred that result form a breach that can be traced to the action or inaction of the Contractor, and will assume 100% of those costs assuming no contributory negligence on the part of the University, merchant acquirer, merchant bank, or other negligent third-party.

Contractor agrees to indemnify and hold the University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action suits, judgements, assessment, costs (including reasonable attorney's fees), and expenses arising out of or relating to any loss of University customer credit card or identify information managed, retained, or maintained by the Contractor, including, but not limited to fraudulent or unapproved use of such credit card or identity information.

Contractor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Contractor in the event Contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

15. RELOCATION OF EQUIPMENT: Should it become necessary to move equipment covered by the Contract to another location, the University reserves the right to do so at its own expense. If Contractor supervision is required, the University will provide prior written notice of the move at least thirty days in advance, in which case the Contractor shall provide the required services and be reasonably compensated by the University. Both the compensation to be paid and any adjustment to the maintenance terms resulting from the move shall be as mutually agreed between the parties. Regular maintenance charges shall be suspended on the day the equipment is dismantled and resume once the equipment is again certified ready for operational use.

16. RENEWAL OF CONTRACT: This Contract may be renewed by Radford University upon written agreement of both parties. The initial term of the contract shall be for ten (10) years, with one additional five (5) year renewal thereafter, under the terms of the current Contract, and at a reasonable time (approximately 90 days) prior to the expiration.

17. REPAIR PARTS: In the event that the performance of maintenance services under the Contract results in a need to replace defective parts, such items may only be replaced by new parts. In no

instance shall the contractor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of Radford University.

18. REQUESTS FOR DATA, RESPONSE TO LEGAL ORDERS OR DEMANDS FOR DATA:

    A. Except as otherwise expressly prohibited by law, the Contractor will:

        1) Immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by the Contractor seeking University Data;

        2) Consult with the University regarding its response;

        3) Cooperate with University requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and

        4) Upon University request, provide said with a copy of its response.

    B. The Contractor will make itself and any employees, contractors or agents assisting the Contractor in the performance of its obligations under the Contract available to the University at no cost to the University based upon claimed violation of any laws relating to security and\or privacy of the data that arises out of this contract. This shall include any data preservation or eDiscovery required by the University.

    C. The University may request and obtain access to University Data and related logs at any time for any reason.

19. SAFETY: The Contractor bears sole responsibility for the safety of its employees. The Contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The Contractor shall take steps as necessary to protect the safety and health of University employees, students, and visitors during the performance of their work. In addition, the Contractor must also provide the University with a written safety program that it intends to follow in pursuing work under this contract. No work under this Contract will be permitted until the university is assured that the Contractor has an adequate safety program in effect.

20. SAFETY DATA SHEETS (SDS): Safety Data Sheets and descriptive literature shall be provided with the Proposal for each chemical and/or compound offered. Failure on the part of the Offeror to submit such data sheets may be cause for declaring the Proposal as nonresponsive.

21. SECURITY BREACH:

    A. Response. Immediately (within one calendar day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, the Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, the Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.

    B. Liability. In addition to any other remedies available to the University under law or equity, the Contractor will pay for or reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or Contract;

providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach. The Contractor agrees to indemnify, hold harmless and defend the University from and against any and all claims, damages, or other harm related to such Security Breach.

22. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this Contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

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

	COMPASS GROUP USA, INC		**RADFORD UNIVERSITY**
Printed Name:	Eva Wojtalewski	**Printed Name:**	Robert N. Hoover, Ed.D.
Title:	CEO	**Title:**	Vice President for Finance and Administration
Signature:	Signed by: Eva Wojtalewski 2F0D97A747B1417...	**Signature:**	Signed by: Robert Hoover C04F9CF6BC0E4B3...
Date:	5/28/2026 | 4:50 PM EDT	**Date:**	5/28/2026 | 6:03 PM EDT

<u>Attachments to Contract</u>:
Attachment A – General Requirements
Attachment B – Facilities, Utilities, Equipment and Maintenance Requirements
Attachment C – Financial Requirements
Attachment D – Data Protection for Hosted or Cloud Services
Attachment E – Key Performance Indicators and Performance Standards

ATTACHMENT A
RU26032 DINING SERVICES OPERATIONS
GENERAL REQUIREMENTS AS SET FORTH BY RADFORD UNIVERSITY

A. General Requirements:

1. The Contractor shall manage the University's Dining Services operation in a professional manner, providing the highest caliber of dining services for Radford University at all locations specified in the RFP, and any new retail locations jointly agreed by the University and the Contractor to be added under this contract.
2. The Contractor shall provide for all supervision, labor and the hiring of new contractor employees, materials, incidentals, insurance, and resources to manage and operate the University's Dining Services operation, including the Meal Plan Program, Retail Operations, and Catering.
3. The Contractor shall be an independent contractor under the appropriate Internal Revenue Service guidelines whereby no employer-employee relationship shall exist.
4. At all times, the goals and plans developed for the Dining Services Operations shall be consistent with the mission and philosophy of Radford University.
5. The Contractor shall honor all contractual catering and dining commitments in existence at the time of execution of the contract.
6. The Contractor may propose changes to the meal plan structure, menus, and branded concepts. Approval of these changes shall remain with the University.
7. The Contractor may propose changes in prices, hours of operation, and policies. Approval of these changes shall remain with the University.
8. The Contractor shall implement procurement, production, and financial systems that will provide accurate and timely information to effectively manage the dining operation.
9. The Contractor shall work with the Athletics Department to ensure the dining program is meeting the needs of the student athletes.
10. The Contractor shall work with the Sustainability Office to supply data for assessment needs including but not limited to the Sustainability Tracking and Assessment Rating System (STARS) and the Sustainability Indicator Management and Analysis Platform (SIMAP).
11. The Contractor shall market and promote its services throughout the University community. The University reserves the right to review and approve promotional materials before they are released.
12. The Contractor shall cooperate with the University in considering possible programming and alternative uses for dining facilities during and after normal hours of operation, in order to enhance the social and cultural events available to the University's students.
13. The University is currently being provided with nationally branded concepts and desires to continue utilizing such national brands. The Contractor shall include nationally branded concepts, as appropriate, along with documented proof of applicable licensee agreements. The Contractor shall be responsible for any royalties and/or commissions due the branded concept and must comply with the established licensee agreements.

B. Food Purchasing and Production Requirements:

1. All food and supplies purchased shall be in conformity with minimum standards of federal and state specifications.
2. Authorized representatives of the University shall have the right to inspect the Contractor's inventory and invoices periodically to ensure that minimum grading specifications are being met.
3. Beef and veal shall be USDA choice. All pork, lamb, and poultry, USDA grade A.
4. All meat and meat products must be sound and sanitary on delivery. They shall be free of objectionable odors, or other signs of deterioration. No preservatives, tenderizers, or coloring agents may be added to any fresh meat or fresh meat products.
5. Fresh Eggs shall be USDA grade A.
6. Frozen fish shall be a nationally distributed brand, packed in accordance with the standards of the U.S. Department of Interior.
7. Fresh Fruits and Vegetables shall be USDA Grade A.
8. Processed fruits, juices, and vegetables shall be USDA Grade A Fancy (lower grades acceptable when form and appearance are not a factor.)

9. Dairy products and cheese shall be USDA Grade A.
10. Other grocery and condiment items are to be products that are acceptable through wide usage.
11. High fiber, whole grain breads shall be offered on a daily basis, both as part of entrees, and as a regular item in the line service of the food units.
12. The Contractor shall take into consideration the University's wishes regarding brand preferences, use of state products, and local vendors where costs are not significantly increased.
13. The Contractor shall not use imitation or artificial based food items without the prior approval of the University. Examples of such items include, but are not limited to, imitation sour cream and other dairy substitutes, artificial sweeteners, and meat substitutes such as textured vegetable protein.
14. The University maintains exclusive beverage and pouring rights agreements. Contractor shall fully comply with all applicable exclusivity requirements, approved product standards, rebate structures, promotional obligations, reporting requirements, and related operational requirements associated with such agreements. Contractor shall cooperate with the University and designated beverage providers to support compliance monitoring, reporting, marketing initiatives, and implementation of future beverage program changes.

C. Food Preparation, Serving, and Display Requirements:

1. All food items shall be prepared by standard industry nutritional guidelines.
2. The Contractor shall utilize standard industry best practices to ensure all hot foods reach the customer hot and all cold foods are served cold.
3. Serving lines shall be well stocked throughout the entire service period. The last customer is to be offered the same range of choice as the first.
4. Display and serving areas shall be clean, sanitary, orderly, and attractive at all times. Contractor's personnel shall ensure this by pre-meal inspections and frequent visits to these areas throughout the meal period with particular attention to peak feeding periods.
5. Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served. Leftover food items that cannot be maintained at the original level of freshness as when first served shall not be used.
6. A product may be of appropriate quality when initially presented, but due to a lack of attention to detail, the quality can be compromised. An example of this is washed lettuce that is presented too wet in a bowl that does not drain. The Contractor shall pay particular attention to the presentation of food and the use of appropriate wares to facilitate a quality presentation and product.
7. All food shall be garnished for attractive presentation whenever possible.
8. All bakery items that can be baked on campus shall be baked whenever possible.
9. The Contractor shall have and utilize a standard recipe service. Cooks and bakers shall be required to follow standardized recipes for all production items.
10. The Contractor shall provide a variety of programs and special dinners for students at no additional charge. These programs shall range from holiday dinners to special "theme" dinners, complete with decorations and music suitable to the occasion. These shall occur a minimum of six times during each semester. These meals shall be served and adequately promoted to encourage maximum student participation. These dinners are held predominantly in Dalton Dining Center, however, the Contractor shall also hold events in other venues such as New River Grille.
11. Premium meals shall be served once each month during the academic year. Premium meals shall be rotated between Tuesday, Wednesday, and Thursday and offer variety, excitement, and a festive environment, which is important in breaking boredom.
12. Special diets for students shall be provided at no additional charge when prescribed and approved, in writing, by a medical doctor. The Contractor is not required to deliver such meals. Nutritional counseling shall be available upon request. The Contractor's registered dietitian(s) shall be available for programs and assistance to Dining Services as required.
13. Nutritional and eye-appealing menus shall be provided and posted each day.
14. Daily and weekly menus shall be prominently posted in the kitchens and in the dining rooms and shall be made available to the residence halls, campus cable television, dining services web page, the student newspaper and voice mail.
15. One month (30 days) prior to the beginning of the fall, spring, and summer sessions, the Contractor shall submit a minimum four-week (4) cycle menu for Dalton Dining Center and New River Grille House, as

well as menus for the cash facilities, to the University for approval. Particular attention shall be directed to weekend menus, which will not consist of leftovers and convenience items.

16. Prices for cash retail items shall remain competitive with comparable products sold in the local market area, as demonstrated through the annual price survey required by this Agreement.
17. There shall be a defined vegetarian option in the all you care to eat dining facility for each meal, along with vegetarian beverages. All other locations must have vegetarian/vegan options also.
18. Contractor will have a means for students to communicate food allergies. Allergen information will be displayed in dining facilities and on the contractor's website for the dining locations.

D. **Catering Requirements:**

1. The Contractor shall provide a food catering program to include service for University-approved functions such as receptions, conferences or other special events as requested by the University. The catering program shall be operated in a professional manner and reflect the diverse needs of students, faculty, staff and administration in its service and menu.
2. The Contractor shall provide a sufficient number of qualified and trained staff to service the events, take and process catering orders, respond to inquiries and handle all aspects of a superior quality catering program.
3. The Contractor shall have first right of refusal to provide food and beverages for University sponsored events held on University owned or leased property, or within 30 miles of the University's campus, except when the total cost of food and beverages is less than an amount mutually agreed upon by the parties. This threshold amount will be established during contract negotiations and reflected in the final contract document. In all other locations, the University may select any catering firm. The University also reserves the right to use other catering firms when the Contractor is unable to provide the needed service due to cost, location, or personnel considerations. All requests for such services must first be presented to the Director of Dining Services prior to seeking an outside source. The Contractor shall provide ample notice to the University when it is unable to provide needed services.
4. Non-University groups must utilize the services of the Contractor for catered or special events held on University owned or leased property. Exceptions must be approved by the Vice President for Finance & Administration.
5. The Contractor shall obtain prior approval to compete for catering services provided to organizations and individuals not affiliated with the University (except as noted in Ill.D.4. above). University events are to be given priority over non-university events.
6. Catered services and menus shall be comparable to or better than those currently in effect. Complete catering guide and price lists shall be mutually approved. Within thirty (30) days of the contract award, and annually thereafter, the Contractor shall submit a catering catalog or guide, including selection, procedures and prices, to the University for approval. Options shall include a self-pickup and return option.
7. Room Rentals shall be paid by the parties using the facilities directly to the facility. The Contractor shall work closely with the University staff to ensure that all parties have made the necessary arrangements for room reservations and that the rooms are available.
8. The Contractor shall be responsible for the control of admission of guests and collection of tickets for catered events where required.
9. The Contractor shall be responsible for billing and collection of billings. All billing and collection procedures shall be approved by the University prior to the start of the Contract.
10. Alcoholic beverages may be served in locations and at functions deemed appropriate by the Office of the President or designated representative.
11. The Contractor shall be responsible for obtaining and holding all Alcoholic Beverage Control (ABC) licenses required for the sale and distribution of alcohol in University facilities, on the grounds and for off-premises catering. The Contractor shall comply with all federal, state, and local regulations governing the serving of alcohol.
12. The University reserves the right to request waiver or limitation of Contractor's exclusive catering rights for events hosted, sponsored, or co-sponsored by the University and/or the City of Radford at the future amphitheater complex or similar community partnership venues. Contractor agrees to reasonably cooperate with such requests in support of institutional and community partnership objectives.

E. **Sanitation Requirements:**

1. The Contractor shall meet or exceed all applicable federal, state, and/or local food service sanitation requirements. Receipt of any critical violations during a visit by the Virginia Department of Health Inspector shall be corrected during the inspection. A copy of all Health Department inspection reports shall be provided to the designated University representative immediately following their receipt by the Contractor.
2. Housekeeping and sanitation programs shall be of the highest possible levels at all times. The Contractor shall provide daily housekeeping, cleaning, maintenance, sanitation service, and cleaning supplies for all dining service facilities and equipment used by the Contractor. This shall include, but not be limited to, receiving and storage areas, kitchens, refrigerators, freezers, dining and service areas, exhaust hoods, exhaust grills, grease traps, dishwashers, conveyors, employee restrooms, trash and garbage areas, and interior windows and doors. Grease collection and removal shall be the responsibility of the Contractor.
3. Inspection and specialized cleaning of exhaust systems, hood surfaces, filters, plenums, ducts, fans and roof mounted coverings shall be managed by the University Safety Office. It is expected that these services shall be contracted to a professional cleaning service specializing in these areas and will be charged to the Contractor. Certification of cleaning must be prominently displayed on the hood surfaces.
4. During the hours that food service is provided, tables are to be bussed and/or cleaned promptly, and trash receptacles are to be emptied as required to provide for an attractive and clean facility. Contractor shall also be responsible for floor trash, sweeping, mopping, vacuuming, straightening of furniture, and spot mopping of these dining areas. Any spillage or soil shall be removed promptly from counters, steam table pans, general serving and dining areas, and floors.
5. Managerial and mid-level supervisory personnel shall have Serve-Safe Certification. An on-site trainer for Serve-Safe is required.
6. All Contractor employees shall be instructed by the Contractor in the following areas:
   a. Service and display methods
   b. Sanitation standards
   c. Dress (uniform) and identification
   d. Personal habits and hygiene
   e. Cleaning procedures

F. **Personnel Requirements:**

1. The Contractor shall maintain an adequate staff at all times to ensure a high quality food service operation. This includes expert personnel for administration, meal planning, purchasing, equipment consulting, and production and service supervision.
2. The University views the Contractor's management team as part of the University's administrative team. As such, the University expects personnel experienced and knowledgeable in the conduct of college and university dining service programs. The University reserves the right to review the Contractor's selection of resident director and managers. Top management staff shall not be changed more than once per year unless mutually agreed, and then not without thirty (30) days notice and a replacement selection which is acceptable to the University.
3. Management positions shall not remain vacant for more than thirty (30) calendar days without an interim or permanent replacement reasonably acceptable to the University. The University reserves the right to have the Contractor change its resident director and managers at its sole discretion.
4. The University reserves the right to require the assignment of personnel to particular functions, or to prohibit the assignment of personnel to functions as deemed appropriate by the University. The University reserves the right, for reasonable business, safety, conduct, or operational concerns, to request removal of any Contractor employee deemed unacceptable to the University.
5. During the University's evaluation of proposals submitted by interested Contractors, the University reserves the right to require that Contractors, whose proposals are deemed to be under final consideration, present their candidates for any or all of the administrative staff positions.
6. The Contractor shall provide district and regional management staff, made known to the University by name, to routinely review and inspect operations, personally fill staff vacancies if necessary, consult with the University on current and future dining service programs, and to act with full authority on the Contractor's behalf in any and all matters pertaining to the specifications of this proposal.
7. Contractors are cautioned that a rigid, centralized, management concept, which defers its decisions to a regional or national office shall not be accepted by the University.

8. The University reserves the right to supervise and monitor all aspects of the Dining Services operation with respect to variety, quality, and quantity of food served; methods of preparation and service; opening and closing hours; and in the general categories of safety, sanitation, and maintenance of food service standards, each of which shall be conducted by the Contractor in a manner satisfactory to the University.
9. The University reserves the right to participate in the annual review and evaluation of the on-site representative.
10. All authorized representatives of the University shall have full right of access to all preparation areas and service areas at any reasonable times.
11. The University proposes that, regular employees of the existing Contractor be provided the opportunity, should they choose to do so, to transfer to the new Contractor's payroll at their current salary and benefit level and that management employees be given to opportunity to apply for management positions. This section is not applicable if the current provider is the successful offeror.
12. The Contractor shall agree to pay all personnel payroll costs (wages, salaries, fringe benefits, Social Security, unemployment and workman's compensation and other taxes as appropriate). The University requires that the Contractor match as nearly as possible (or exceed) the benefit and employment practices and policies established in the current contract. The Contractor shall propose transition procedures for assuming or compensating employees for accumulated sick leave, accrued vacation, seniority status, and other benefits which might be lost as a result of the switch from one contractor to another. Contractor shall submit a complete compensation package for its current employees, including fringe benefits, and describe how retirement and leave accruals would be converted. Contractor shall also include a list of any benefits extended to part-time employees.
13. The Contractor must provide retraining to all employees whose job duties change as a result of employee transitions.
14. Contractor employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State Law. All material relating to personnel policies and procedures must be available for review by the University.
15. Students employed by the Contractor shall be paid at least the University's established minimum wage ($15 per hour for 2025-26, adjusted throughout the contract term).
16. The University is committed to Equal Opportunity and Affirmative Action. The Contractor shall be required to certify as being an Equal Opportunity, Affirmative Action employer.
17. The Contractor's employees shall strictly adhere to the University's regulations regarding acceptable standards of conduct. The Contractor's employees shall be furnished a copy of University regulations by the Contractor at the time of hiring.
18. Contractor's employees shall abide by the University's "Parking Regulations" including payment of University parking fees.

G. **Sustainability Requirements:**

1. Radford University is committed to being a model for sustainable campus practices and policies and has been recognized for our stewardship of economic, social, and environmental resources and for our academic commitment to sustainability. Sustainability is part of the University mission, and it is critical that the Contractor understand the commitment that the University has made to this issue. Food vendors who support this concept are specifying products from farms and vendors that produce food in environmentally friendly and socially responsible ways, educating consumers and others, in the food systems about the benefits of sustainable agriculture and practices. Additional consideration will be given to those proposals that demonstrate the ways in which they will help the University attain its sustainability goals.
2. The Contractor shall support and procure food products that meet sustainability standards in the areas of pesticide reduction, soil and water conservation, wildlife habitat conservation, care for livestock, and safe and fair working conditions to the maximum extent feasible during the performance of this contract.
3. The Contractor shall utilize sustainable, "green" cleaning products to the maximum extent feasible during the performance of this contract, with an emphasis on using products that are: biodegradable, less toxic, with minimal use of unnecessary dyes and fragrances. Please see Radford University's green cleaning program here: https://www.radford.edu/sustainability/_documents/green-cleaning-program.pdf.
4. The Contractor shall participate in future campus based education efforts to promote awareness and understanding of sustainable agriculture, benefits of local foods, organics, and of "green" products and systems (i.e. recycling and composting).

5. The Contractor shall reduce the environmental impact, where and when feasible, created by disposable "to go" food and beverage containers by using reusable and/or biodegradable containers and utensils whenever possible. Additionally, efforts shall be made to maximize opportunities to reduce overall packaging required for food (i.e. use of paper wraps for sandwiches rather than traditional plastic "to go" containers that are unnecessarily bulky and take longer to biodegrade).
6. The Contractor shall use paper napkins made with high levels of post-consumer recycled content.
7. The Contractor shall provide annual and quarterly reports to the University documenting the total cost and percent of purchases made from local vendors (within 250 miles of the University) for fruits, vegetables, dairy, flour, eggs, beef, pork, chicken, and fish. The goal shall be to maintain minimum annual levels of local foods while increasing the rate one percent per year over the life of the contract.
8. The Contractor shall coordinate the collection of materials from recycling bins for all catered events that serve beverages or other items in recyclable containers.
9. Where available, and within reasonable costs, the Contractor shall seek to purchase equipment that is Energy Star rated.

H. **Snack Vending.**

1. Minimum Equipment, Service, Personnel, Requirements:
   a. The Contractor shall be responsible for supplying and maintaining the snack food vending machines located on campus. The University reserves the right to approve all vending machine locations .
   b. Contractor will determine the initial prices for the vending products based upon distribution and market costs. Contractor will increase prices annually in the event of any changes in market conditions. Contractor will notify the University prior to the implementation of price increase on vending products. Vending product prices will reflect a $.10 discount for cash payment.
   c. The Contractor should provide attractive, clean machines and should maintain an appropriate restocking schedule to prevent outages.
   d. Vending machines should be mechanically and technologically compatible to utilize the University's declining balance ID card (OneCard). All costs associated with CBord IP based card readers shall be at Contractor's expense. All machines should be capable of accepting currency.
   e. Contractor shall respond to service requests within eight (8) business hours and will use commercially reasonable efforts to repair, replace, or restock affected vending equipment promptly during normal business operations, unless otherwise prevented by circumstances beyond Contractor’s reasonable control.
   f. The Contractor should provide point-of-service information such as: product mix, product package weight, and prices for all items.
   g. Snack foods shall be fresh and include, but not be limited to: gum, candy, cookies, chips, crackers, pastries, and pre-packaged mini meals, and mints.
   h. The Contractor shall Reimburse the University’s One Card Office for any refunds processed by the University for a failed machine purchase or unsatisfactory product (out of date or damaged). The Contractor shall provide written guidelines regarding how refunds will be handled.
   i. The Contractor should provide an associate to restock and to clean all vending locations.
   j. The Contractor shall agree to pay all personnel payroll costs (wages, salaries, fringe benefits, Social Security, unemployment and workman's compensation and other taxes as appropriate).
   k. The Contractor shall be responsible for obtaining all permits and licenses to operate and shall be responsible for paying all local and state taxes on sales.
   l. The Contractor will place a QR Code on all machines providing an RU campus office to contact if problems exist with machines or the machine has not been stocked. This will allow the University to monitor customer problems with the maintenance or stocking of machines.
   m. Contractor should explore new vending sites and product opportunities.
   n. The University has no title to or interest in the vending equipment and will not remove or tamper with the vending equipment unless necessary in connection with the services.

ATTACHMENT B
R26032 DINING SERVICES OPERATIONS
FACILITIES, UTILITIES, EQUIPMENT AND MAINTENANCE
AS SET FORTH BY RADFORD UNIVERSITY

1. The University shall provide all necessary capital equipment (costing $5,000 or more per item) and facilities for the use of the Contractor. Such equipment and facilities shall include all kitchens, dining rooms, furnishings, and all other dining room and kitchen equipment owned by the University for use in the locations, adequate sanitary toilet facilities for the Contractor's employees, and adequate office space with suitable desks, chairs, and filing cabinets. The Contractor shall be responsible for the purchase and maintenance of all other office furnishings, equipment and decor.

2. The University shall provide all utilities to the spaces used by the Contractor, including lights, heat, air conditioning, water, and sewerage. The University shall not guarantee an uninterrupted supply of water, steam, electricity, gas, air conditioning, or heat. However, it shall be diligent in restoring service following an interruption. The University shall not be liable for any product loss which may result from the failure of any such utility services, nor shall they be responsible for short-term purchases such as ice if the refrigeration fails because of utility failure.

3. The Contractor shall agree to exercise care to keep usage of these utilities at a minimum by complying with University, State, and Federal energy conservation practices, regulations and policies, and shall agree to mutually cooperate in the conservation of energy and controlling of costs. This includes shutting down electrical and gas appliances whenever they are not in use for dining service operations.

4. The University reserves the right to charge the Contractor for excessive utilities usage based on historical consumption. The University and Contractor will exercise good faith negotiations to resolve concerns surrounding excessive utility usage.

5. The University shall provide the Contractor with access to telephone and network services but the Contractor shall be responsible for all costs associated with such service including installation, monthly equipment charges, and local and long distance charges. The Contractor shall reimburse the University for any costs incurred by the University on behalf of the Contractor in the provision of access to telephone service or network services.

6. The Contractor shall be responsible for operation of the point of sales system and annual licensing costs used in the Dining Services Operations. The University shall be responsible for the photo identification card program. The Contractor must be ready, willing, and able to integrate with the University system. Monetary responsibility for any new integration shall be arrived at through good faith negotiations at the appropriate time.

7. The University shall be responsible for the purchase of additional capital equipment (costing $5,000 or more per item) and shall make or authorize the repair and replacement of worn, damaged, or malfunctioning capital equipment. The Contractor shall be responsible for furnishing necessary specifications and advising the University of such required purchases, repairs, and replacements, but the University retains the right of final determination regarding the repair or replacement of equipment. Capital equipment replacement shall be coordinated with Facilities Management. The University shall require the Contractor to repair or replace at the Contractor's expense, any capital equipment that is worn, damaged, or malfunctioning due to the negligence of the Contractor or its employees. At the expiration of the contract, the Contractor must surrender all facilities and capital equipment to the University in as good of condition as said items were at commencement of the contract, ordinary wear and tear excepted.

8. The University shall be responsible for the repair and/or replacement of all permanent facilities, including painting on a regular schedule, fixtures, plumbing, electrical, dining area furnishings, and drapes/blinds.

9. Any additions or alterations to the building or permanently affixed structures require the issuance and approval of an internal building permit through Facilities Planning & Construction.

10. At the inception of the contract, the Contractor shall be provided an inventory of all equipment furnished by the University for the Contractor's use. Annually, an equipment inventory shall be conducted by the Contractor and certified to the University within thirty (30) working days of the University's written notice to the Contractor. The University retains the right to verify and audit the Contractor's equipment inventory as deemed necessary. Any missing equipment that has not been located within ninety (90) days of the completion of the inventory shall be the responsibility of the Contractor and the Contractor shall be invoiced for the equipment. A joint inventory of equipment shall be taken and certified prior to the end of the contract.

11. The Contractor shall provide an adequate initial inventory level of expendable equipment items such as china, silverware, glassware, serving trays, salt and pepper shakers, pots, pans, and kitchenware. The Contractor must maintain the inventory levels at its expense, new items or increased inventory level requirements shall be the Contractor's responsibility. Any of these items in the University's custody shall be made available for a negotiated sale to the Contractor.

12. The Contractor shall provide such trucks, vans, or other vehicles required for the conduct of its business and shall be responsible for gas, oil, repairs, maintenance, and insurance as required by Virginia State law. Vehicles must be kept in good working condition and their appearance shall reflect favorably on the University and the Contractor.

13. The Contractor shall provide property and casualty insurance covering the Contractor's equipment and other personal property. The University shall provide property and casualty insurance, under the University policy, covering buildings, fixtures and equipment owned by the University.

14. The Contractor must consult with and obtain permission from a designated University representative prior to the disposition or declaration as surplus or removal from campus any equipment owned by the University.

15. University owned equipment shall not be used, loaned or rented to a third party except with special permission of the University. The Contractor shall not, without consent of the University, move University equipment between operating units or rearrange any facilities' equipment. Contractor shall not produce, store or use University facilities, equipment and/or inventories for other company owned or contract operations without the consent of the University.

16. No alterations shall be made on the premises without the written consent of the University. No signs, advertisements, or notices of any kind shall be painted, inscribed on, affixed to any part of the premises or any part of the building until said signs, advertisements, or notices are submitted to the University and approved, in writing, by the University.

17. The Contractor shall not do or permit anything to be done on said premises, nor bring or keep on the premises anything which would in any way increase any insurance rate of premium on the buildings and operations of the University, or which would constitute a nuisance or create a dangerous or hazardous condition.

18. The Contractor shall make available and assume monetary responsibility for the services of any architect or other qualified persons to assist in developing plans to renovate food service preparation and serving areas when such renovation is feasible, and agreed upon by the University. No renovation work may be completed without the prior consent and participation of the University.

19. The University reserves the right to use its dining halls and food facilities at other than mealtime for special activities and/or meetings. When such activities/meetings occur, the area(s) shall be cleaned and rearranged after each use in order to return the area(s) to the condition existing prior to the activity/meeting. The Contractor, with University approval, can set reasonable rates to provide service for proper cleaning of the facility after such events.

20. The University's representative may make periodic inspections of the facilities and equipment at any time to determine conformity with this contract.

21. Upon expiration or termination of the contract, inventories of food products and expendable supplies, owned by the Contractor, shall be made available for negotiated purchase by the University or its new contractor, at current fair market prices.

22. The Contractor is responsible for control of keys obtained from the University, and for the security of the keys, and the areas that they access. The Contractor shall immediately report all facts relating to the loss of keys, or losses resulting from breaches in security. Contractor shall be responsible for the costs of rekeying if key security is compromised due to an act or omission of the Contractor, its employees, or its agents. The University shall absorb the costs of re-keying and changing of lock cylinders for routine wear and tear.

23. Fire extinguisher systems shall remain the responsibility of the University except for the obligation of the Contractor to report equipment that needs maintenance. This includes the semi-annual inspection of the exhaust hood and cooking surface protection equipment, including the replacement, when necessary, of fusible links, the inspection of portable fire extinguishers, and the recharging of such extinguishers and cylinders as may be required.

24. Waste Removal shall be performed by the University from designated collection sites. It is the Contractor's responsibility to move all waste to these collection areas. The Contractor shall be required to rent, at its own expense, any additional trash storage/collection devices such as dumpsters as business may require. The Contractor must participate in the University's recycling efforts and segregate items to be recycled.

25. The Contractor shall contract for its own laundry services except to the extent that the existing washing machines and dryers provided and serviced by the University may be useful.

26. The Contractor will be responsible for establishing and funding pest control services for dining program units and storage areas.

27. Contractor shall maintain payment systems, card readers, vending technologies, mobile ordering systems, and related customer transaction technologies in a manner compatible with the University's current and future campus card and auxiliary systems, including commercially reasonable future upgrades implemented by the University. Contractor shall be responsible for costs associated with Contractor-required technology upgrades, integrations, replacements, and compatibility updates necessary to maintain operational functionality.

ATTACHMENT C
R26032 DINING SERVICES OPERATIONS
FINANCIAL REQUIREMENTS
AS SET FORTH BY RADFORD UNIVERSITY

A. Financial Requirements

1. The Contractor agrees to keep accurate and correct records of all monies it receives and expends in connection with the operation of all aspects of the dining service operation and make available to the University and/or its agent the Contractor's books of account. Included shall be all invoice expenses to the operator, and other records of any reasonable period of time for the purpose of auditing periodic statements that are rendered by the Contractor to the University as requested. Such records shall be retained for, and available throughout, the term of the contract.

2. On a monthly basis, the Contractor shall submit financial reports (detailed operating statements covering its sales, food costs, labor costs, direct costs, and shall include the year-to-date accounting information) to the University, showing all income and expenses. Contractor shall also provide annual statistics that speak to operational efficiency such as transactions per labor hour, etc. The Contractor shall keep full and accurate records and accounts in connection with food service. This report shall be presented in a comparative format reflecting previous year's current period, previous year year-to-date and current year, current period, and current year year-to-date.

3. The Contractor shall provide the University a copy of the annual financial report which is certified by the Contractor's external auditor. This report shall be supplied to the University within thirty (30) days of its issuance.

4. The Contractor shall serve all food that is priced at cash value at a fair market price. This price structure shall approximate the surrounding community's pricing for similar goods and services.

5. On an annual basis, the Contractor shall notify the University, in writing, no later than December 1, of any recommended changes in Board Plan or other rates for services effective the following academic year and the ensuing summer sessions. Included in any recommended change in Meal Plan or other rates shall be proposed increases. The Contractor shall provide adequate documentation supporting the request for changes. At a minimum, the Board Plan Rates will be increased annually by the percentage change in the Consumer Price Index, “Food Away From Home” (“CPI”) category, over the prior year. Notwithstanding the foregoing, in the Contract Year in which the renovated Dalton Hall is planned to open, the Board Plan rates will be increased by no less than the CPI + 2%, for that Contract Year only. The University reserves the right to approve, modify, or deny any proposed increase which exceeds the published CPI rate.. Other factors that may be taken into account for the proposed increases shall include, but not be limited to, the Wholesale Price Index, , Federal Minimum Wage Laws, University minimum wage rates, and government rulings.

6. Proposed changes in catering and a la carte prices must be submitted to the University for approval 30 days before the beginning of each semester in the academic year and before the beginning of the first summer session. Based upon the results of the annual pricing comparison survey, prices for products sold for cash will be adjusted annually by the greater of the (a) CPI or (b) the market basket analysis of to a level of the average for similar products in the surrounding area.

7. The University shall continue to manage the sale of board plans to students, faculty and staff using the University’s selected Auxiliary Services Platform - (currently CBORD CS Gold System). The University shall maintain a current database by name, RU student I.D. number, and type of meal plan, of all students authorized to be on each contracted meal plan. On a weekly basis the University shall furnish the Contractor a current listing of the total number of authorized participants to be on each contracted meal plan. The Contractor may review the database from which this listing is prepared with the University at any time by prior appointment with the designated University representative.

8. On a mutually agreed upon time schedule, the University shall pay the Contractor an amount equal to 94% of the total revenue collected for the Board Plan sales from the meal plan participants. No charge shall be levied for those patrons deleted from the contract service after the University notifies the Contractor of a student's withdrawal. The University shall pay in arrears only.

9. The Contractor shall be paid based on a 15-week semester during the regular academic year. Summer sessions shall be prorated based on the number of weeks in each term. The first and last meals served each semester are decided jointly between the Contractor and the University prior to the start of each school year.

10. The number of serving days each academic period and summer session shall be determined by the University. Prior to the start of each academic period and summer school, the University shall provide the Contractor with a schedule, which identifies the number of full and partial serving days for each period. The Contractor's Meal Rate charge per serving day shall not be adjusted as a result of changes in the number of serving days each academic period or summer session.

11. The academic calendar shall show the return dates for the Residence Life staff, orientation staff, athletics and other students that may need to arrive early. The Contractor shall be responsible for providing dining services to students prior to the start of each semester at the prevailing casual meal rate. The number of meal plan participants shall be established prior to the starting date and shall be guaranteed.

12. Students may elect to change meal plans during the first two-weeks of each semester and first-week of any summer session. No changes may be made after that date.

13. No credit shall be allowed for meals missed by meal plan students.

14. The Contractor shall not be reimbursed for food purchased nor shall it be paid for services rendered in connection with meals consumed by its employees or guests.

15. The Contractor shall remit to the Virginia State Tax Commission any Virginia State Sales Tax due and to Radford City any city tax due.

16. The Contractor's vehicles and employees' parking fees shall be paid directly to the University and shall not be an expense of the Dining Services Operations. Contractor's employees at the University must comply with all University registration and parking regulations and are subject to penalties for violations as prescribed. Employees of the Contractor who park on campus are required to purchase a parking permit. The Contractor agrees to pay for parking fines assessed to its employees which go uncollected for a period greater than thirty (30) days. These fees and fines may not be charged to the Dining Program.

17. All payments made by the University to Contractor shall be subject to the Overwrite described in Section 8.H of the Agreement.

18. Financial Reporting Dashboard: Contractor shall implement and maintain financial reporting dashboards or equivalent reporting tools reasonably acceptable to the University beginning in Contract Year One.

    a. Dashboards shall provide visibility into operational and financial performance metrics, which may include sales, meal plan utilization, participation trends, labor performance, retail performance, commissions, catering activity, and other mutually agreed operational indicators.

    b. Contractor shall meet periodically with the University to review dashboard data, trends, and operational performance.

ATTACHMENT D
R26032 DINING SERVICES OPERATIONS
DATA PROTECTION FOR HOSTED OR CLOUD SERVICES
AS SET FORTH BY RADFORD UNIVERSITY

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

2. **Rights and License in and to University Data:** The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and the Vendor has limited nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.

3. **Disclosure:** Unless expressly agreeing to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the vendor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.

4. **Data Privacy:**
   a. The Vendor will use University Data only for the purpose of fulfilling its duties under this Agreement and will not share such data or disclose it to any third party without the prior written consent of the University, except as required by this Agreement or as otherwise required by the law.
   b. University Data will not be stored outside the United States without prior written consent from the University, nor will the Vendor allow access to University Data to subcontractors outside the United States for fulfillment of this contract without prior notification to the customer.
   c. The Vendor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under this Agreement. The Vendor will ensure that the Vendor's employees who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Agreement.

5. **Data Security:**
   a. The Vendor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and or use. Such measures will be no less protective than those used to secure the Vendor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.

b. The Vendor will store and process University Data in a secure site and will provide an annual SSAE 16, SOC 2 or ISAE 3402 Type 2 security report from a third -party reviewer, along with an annual updated security questionnaire.
c. The Vendor will use industry-standard and up-to-date security tools, technologies and practices such as network firewalls, anti-virus, vulnerability scans, system logging, intrusion detection, 24x7 system monitoring and third-party penetration testing to assure system security as it provides services under this Agreement.
d. The Vendor will ensure that any customer data eligible for destruction in the data lifecycle is securely and auditably destroyed.
e. The Vendor warrants that any hosted applications to be accessed by the customer will occur over encrypted channels, and that the keys used for that encryption will be stored in a secured manner.
f. All encryption of data at rest will use open, best-practice encryption algorithms and not proprietary algorithms.
g. The University may elect to provide its own encryption key for data at rest or for IAAS/PAAS services, and expects that the Vendor will control and audit access to this key for the lifetime of the agreement.
h. The University may inspect the data center used to store and process University Data annually or at any time request.

6. **Data Authenticity, Integrity and Availability:**
a. The Vendor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. The Vendor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, ‘’is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.’’
b. The Vendor will ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in-time and/or to the most current backup available.
c. The Vendor will maintain an uptime of 99.99% or greater, as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations.

7. **Employee Background Checks and Qualifications:**
a. The Vendor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this agreement including but not limited to all terms relating to data and intellectual property protection.
b. If the Vendor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, the Vendor shall perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: Social Security Number trace; seven(7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

8. **Security Breach:**
a. Response. Immediately (within one day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclose or use of University Data, the Vendor will notify the University, exercise due care to preserve evidence, investigate the incident, and cooperate fully with the University’s investigation of and response to the incident. Except as otherwise required by law, the Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, to regulatory agencies, or other entities, without prior written permission from the University.
b. Liability. In addition to any other remedies available to the University under law or equity, the Vendor will pay for or reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach , including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year’s credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the

payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach. The Vendor agrees to indemnify, hold harmless and defend the University from and against any and all claims, damages, or other harm related to such Security Breach.

9. **Requests for Data, Response to Legal Orders or Demand for Data:**
   a. Except as otherwise expressly prohibited by law, the Vendor will:
      1) immediately notify the University of any subpoenas, warrants, or other legal orders, demand or requests received by the Vendor seeking University Data;
      2) consult with the University regarding its response;
      3) cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
      4) upon the University's request, provide the University with a copy of its response.
   b. The Vendor will make itself and any employees, contractors or agents assisting the Vendor in the performance of its obligations under the Agreement available to the University at no cost to the University based upon claimed violation of any laws relating to security and\ or privacy of the data that arises out of this agreement. This shall include any data preservation or eDiscovery required by the University.
   c. The University may request and obtain access to University Data related logs at any time for any reason.

10. **Data Transfer Upon Termination or Expiration:**
   a. The Vendor's obligations shall survive termination of this Agreement until all University Data has been returned or Securely destroyed, meaning taking actions that render data written on media unrecovered by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
   b. Upon termination or expiration of this Agreement, the Vendor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 60 days of termination of this Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. The Vendor shall ensure that such transfer /migration uses facilities and methods that are compatible with relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
   c. In the event that the University requests destruction of its data, the Vendor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Vendor might have transferred University Data. The Vendor agrees to provide documentation of data destruction to the University and complete any required Commonwealth of Virginia documentation regarding destruction of University Data.
   d. The Vendor will notify the University of Impending Cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to the Vendor's facilities to remove and destroy University-owned assets and data. The Vendor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Vendor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. The Vendor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final date.

11. **Audits:**
   a. The University reserves the right in its sole discretion to perform audits of the Vendor at the University's expense to ensure compliance with the terms of this Agreement. The Vendor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Vendor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
   b. If the Vendor must under this agreement create, obtain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, the Vendor will at its expense conduct or have conducted at least annually a(n):

1) American Institute of CPAs Service Organization Controls (SOC) type II audit, or other security audit objectives deemed sufficient by the University, which attests the Vendor's security policies, procedures and controls;
2) vulnerability scan, performed by a scanner approved by the University, of the Vendor's electronic systems and facilities that are used in a way to deliver electronic services under this Agreement; and
3) formal penetration test, performed by a process and qualified personnel approved by the University, of the Vendor's electronic systems and facilities that are used in a way to deliver electronic services under this Agreement.

c. Additionally, the Vendor will provide the University upon request the results of the above audits, scans and tests and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement. The University may require, at the University expense, the Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.

12. **Compliance:**

a. The Vendor will comply with all applicable laws and industry standards in performing services under this Agreement. Any Vendor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to the Vendor upon request.

b. The Vendor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/ or the Vendor, including but not limited to : the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-**Bliley** Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and the Federal Export Administration Regulations.

13. **Liability:** The Vendor is liable for the actions of its subcontractors, and responsible for understanding and complying to jurisdictional requirements for data protection as it executes this agreement.

ATTACHMENT E
RU26032 DINING SERVICES OPERATIONS
KEY PERFORMANCE INDICATORS (KPIs) AND PERFORMANCE STANDARDS
AS SET FORTH BY RADFORD UNIVERSITY

The following Key Performance Indicators ("KPIs") shall apply to Contractor's management and operation of the dining program. Contractor shall track, report, and perform against these KPIs throughout the term of the Agreement. The Parties will meet each year to review these KPIs to ensure that they are meeting the University's desired goals.

Depending on the nature, severity, frequency, and duration of any performance issue, including failure to meet KPI targets, negative trends, or recurring deficiencies, the University may require Contractor to implement one or more service improvement plans, remediation plans, performance improvement plans, enhanced reporting, leadership changes, or other remedies available under the Agreement.

Where KPI thresholds or performance expectations are not expressly quantified, performance shall be measured against industry standards, Contractor's proposal commitments, historical performance, and reasonable University expectations for comparable institutions.

1. KPI performance issues may be addressed through a progressive performance framework, as appropriate to the circumstances, which may include:

   A. Identification of issue and informal correction
   B. Service Improvement Plan with defined corrective actions
   C. Performance Improvement Plan with measurable targets and timelines
   D. Enhanced reporting or monitoring requirements
   E. Leadership review or required personnel changes
   F. Other remedies available under the Agreement

   The University reserves the right to accelerate or bypass any step based on the severity of the issue.

   A. Leadership and Operational Management

   1. Leadership Performance Review: The University shall conduct an annual performance review of Contractor's leadership team. Evaluation categories may include operational execution, responsiveness, communication, staffing stability, innovation, collaboration, financial stewardship, and overall contract management. Contractor's leadership team shall achieve an overall rating reasonably satisfactory to the University.

   2. Leadership Vacancy Coverage: Any vacancy in a key leadership position shall be communicated promptly to the University. Contractor shall provide qualified interim coverage immediately as needed and fill the position within a reasonable timeframe not to exceed thirty (30) calendar days, unless otherwise approved by the University.

   3. Staffing Stability: Contractor shall monitor management and hourly employee turnover and maintain staffing levels sufficient to meet service obligations under the Agreement. Upon request, Contractor shall provide turnover reports and staffing action plans.

   4. Operational Staffing Sufficiency: Contractor shall maintain staffing plans, labor deployment, and supervisory coverage reasonably sufficient to support food quality, customer service, sanitation, operational continuity, and expected customer volume across all dining operations.

      a. Contractor shall provide staffing plans, vacancy reporting, and operational coverage information upon request by the University.

b. Chronic understaffing, repeated inability to fully operate approved service locations or service lines, or staffing levels resulting in recurring operational deficiencies may constitute a performance issue under this Agreement.

B. Customer Experience and Service

1. Overall Customer Satisfaction: Contractor shall implement and maintain customer satisfaction measurement tools to assess dining program performance. Customer satisfaction shall not be determined solely by Contractor-administered surveys, but one survey that will be used will be the “Voice to Vision” survey followed by the “Onsite Insite Process” each year.

   a. The University reserves the right to evaluate customer experience using multiple data sources, including but not limited to student feedback, complaint trends, participation rates, operational observations, and other performance indicators. The University may supplement Contractor-provided data with independent evaluations, including internal assessments or third-party review methods, as deemed appropriate.

   b. All survey instruments, methodologies, timing, and reporting formats used by Contractor shall be subject to prior University review and approval to ensure objectivity, consistency, and representativeness.

   c. Contractor shall provide complete and transparent reporting of survey results and supporting data, including response rates, methodology, and any known limitations of the data, on a quarterly basis and upon request by the University.

   d. Where customer satisfaction results, complaint trends, participation levels, or other performance indicators demonstrate declining performance, recurring concerns, or performance levels not reasonably acceptable to the University, Contractor shall develop and implement a service improvement plan with defined corrective actions, measurable outcomes, and timelines for improvement, subject to University review.

2. Catering Satisfaction: Contractor shall maintain satisfactory catering performance, including customer feedback metrics such as repeat-use intent, event execution, timeliness, and service quality. The Parties will use the Catertrax Post Event Survey to measure catering satisfaction. On an annual basis, Contractor will host two catering use group meetings, one of which will be the catering showcase in which the Parties will review new menu items and packages.

3. Complaint Response and Resolution: Contractor shall maintain a complaint tracking process and respond to complaints within a reasonable timeframe based on the nature and severity of the issue. Urgent matters involving health, safety, suspected foodborne illness, or immediate operational disruption shall receive immediate attention. Contractor shall provide trend reporting and resolution summaries upon request.

4. Service Availability and Operational Performance: Contractor shall maintain staffing levels, operational support, and service availability sufficient to meet customer demand, support University operations, and maintain consistent dining service quality across all locations and service periods.

   a. Contractor shall collaborate with the University on operating schedules, service models, and dining accessibility, including consideration of evenings, weekends, campus events, student activities, athletic schedules, and other periods of identified operational need.

   b. The University reserves the right to review and approve operating hours, service schedules, and operational plans as part of the annual operational planning process.

   c. Contractor shall ensure that dining operations remain reasonably accessible and functional during major campus events, transition periods, and periods of increased campus activity.

d. Repeated service disruptions, unplanned closures, insufficient staffing, excessive service delays, or failure to maintain operational consistency may constitute a performance deficiency requiring a service improvement plan, operational remediation measures, or other remedies permitted under the Agreement.

5. Wait Times and Service Efficiency: Contractor shall monitor and manage customer wait times, transaction flow, staffing deployment, and service throughput to support efficient dining operations and positive customer experience.

   a. Contractor shall utilize operational data, staffing adjustments, technology solutions, and service model improvements to reduce excessive wait times during peak service periods.

   b. The University may evaluate service efficiency through operational observations, customer feedback, transaction data, participation trends, and other performance indicators.

   c. Where excessive wait times, recurring service bottlenecks, inadequate staffing support, or operational inefficiencies are identified, Contractor shall implement appropriate operational improvements and corrective measures subject to University review.

C. Food Quality, Consistency, and Program Execution

1. Food Quality and Consistency: Contractor shall maintain food quality standards reasonably acceptable to the University, including but not limited to freshness, taste, temperature, appearance, portion consistency, and adherence to advertised menus and concepts.

   a. Food quality shall not be determined solely by Contractor-developed standards or internal assessments. The University reserves the right to evaluate food quality through operational observations, customer feedback, complaint trends, participation levels, and other performance indicators.

   b. Contractor shall ensure that food is prepared, held, and served in accordance with applicable food safety standards, manufacturer recommendations, and industry best practices to maintain quality and consistency across all locations and service periods.

   c. Where recurring food quality concerns, inconsistent product execution, failure to meet menu expectations, or declining performance trends are identified, Contractor shall develop and implement a written food quality improvement plan with defined corrective actions, measurable outcomes, and timelines for improvement, subject to University review.

   d. Repeated or unresolved food quality deficiencies may be considered a material performance issue and may require enhanced oversight, operational changes, or leadership review in accordance with this Agreement.

2. Product Availability: Contractor shall maintain product and menu availability sufficient to support expected customer demand and minimize out-of-stock conditions during scheduled service periods.

3. Weekend and Low-Utilization Period Improvement: Contractor shall annually evaluate participation during weekends and other historically underutilized periods and implement strategies to improve customer engagement, access, and utilization.

4. Retail Pricing and Value Perception: Contractor shall maintain retail pricing for non-franchised concepts at levels reasonably competitive with comparable higher education and local market offerings, while supporting the University's goals for student affordability and value perception.

a. Contractor shall participate in annual pricing reviews and provide supporting documentation upon request.

b. The University reserves the right to require reasonable pricing adjustments where pricing is determined to be materially inconsistent with comparable market pricing or negatively impacting participation and customer satisfaction.

c. Contractor shall not implement material pricing increases without prior University review and approval as required under the Agreement.

D. Facilities, Equipment and Technology

1. Equipment Functionality: Contractor shall maintain customer-facing equipment and operational systems in working order and coordinate timely repair or replacement consistent with the Agreement. Recurring outages or prolonged downtime may require a remediation plan.

2. Wait Times and Throughput: Contractor shall monitor transaction flow and service efficiency at high-volume locations and implement staffing, technology, or operational adjustments to reduce excessive wait times during peak periods.

3. Digital Information Accuracy: Menus, hours of operation, closures, promotions, meal plan information, and other customer-facing digital content shall be accurate and updated within a reasonable timeframe following approved changes.

E. University Partnership and Institutional Goals

1. Reporting and Responsiveness: Contractor shall provide reports, financial information, operational updates, and meeting participation required under the Agreement in a timely and professional manner.

2. Student Employment and Engagement: Contractor shall support student employment opportunities, experiential learning opportunities, and meaningful student engagement initiatives consistent with the dining program.

3. Sustainability Performance: Contractor shall provide sustainability reporting and demonstrate ongoing efforts related to waste reduction, responsible sourcing, recycling, and other agreed sustainability initiatives.

F. Performance Review Process

1. The University may review KPI performance monthly, quarterly, annually, or at such other intervals as reasonably necessary.

2. If KPI results indicate recurring deficiencies, material service failures, or declining performance trends, the University may require Contractor to submit and implement a performance improvement plan with defined timelines and measurable outcomes.

3. Repeated failure to achieve reasonable performance standards may constitute grounds for escalation, leadership changes, or other remedies available under the Agreement.