

AMENDED AND RESTATED
FOOD SERVICES AGREEMENT

BY AND BETWEEN

Wichita State University

AND

Wichita State University Union Corporation

AND

Compass Group USA, Inc.
by and through its Chartwells Division

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FOOD SERVICE AGREEMENT

This Amended and Restated Food Service Agreement (“Agreement”) is made and entered into effective as of the 1st day of July 2024 (“Effective Date”) by and between Wichita State University (“WSU”), the Wichita State University Union Corporation (“WSUUC”) (collectively, WSU and WSUUC are “University”), and Compass Group USA, Inc., by and through its Chartwells Division (“Contractor” or “Chartwells” or “Vendor”), a Delaware corporation, an independent contractor, having its principal place of business at 2400 Yorkmont Road, Charlotte, North Carolina 28217, who agree as follows:

WITNESSETH:

WHEREAS, University and Chartwells are parties to a to Food Services Agreement dated July 1, 2017 (the “2017 Agreement”), as amended by that First Amendment to Food Services Agreement effective April 1, 2018 (“First Amendment”), the Second Amendment to Food Services Agreement effective April 1, 2018 (“Second Amendment”), the Third Amendment to Food Services Agreement effective April 1, 2020 (“Third Amendment”), and the Fourth Amendment to Food Services Agreement effective September 1, 2021 (“Fourth Amendment”), (collectively, the “Agreement”)

WHEREAS, University and Chartwells have agreed to extend the 2017 Agreement for a Term as outlined in this Agreement;

WHEREAS, University and Chartwells desire to capture all prior changes and all newly agreed upon updates to the 2017 Agreement in this Amended and Restated Agreement.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties under this Agreement, the parties enter into this Agreement on the following terms and conditions:

ARTICLE I

PURPOSE OF THIS AGREEMENT; CONTRACTOR’S DUTIES

- 1.1 Purpose of Agreement. This Agreement sets forth the terms and conditions upon which University agrees that Contractor shall manage and operate the Dining Service Program at the main campus of WSU for WSU’s students, faculty, staff, visitors, and invited guests.
- 1.2 Relationship; Contractor’s Duties. Contractor is an independent contractor and agrees to operate and manage the University’s Dining Services Program as provided herein. Pursuant to the terms of this Agreement, WSU has the authority to make, and shall make, available portions of its facilities and the Premises to Contractor for Contractor’s daily operation of the Dining Services Program.
- 1.3 Relationship to the Innovation Campus. This Agreement does not extend to any Food Service locations on the WSU Innovation Campus. Food Service opportunities on the Innovation Campus will be governed by separate individual contracts. This Agreement does not preclude the Contractor from bidding on opportunities on the Innovation Campus.
- 1.4 Contractor’s Work. The Contractor shall operate a Dining Services Program on a Profit and Loss Basis, as defined in Section 16.1 herein, in accordance with this Agreement. The Contractor shall

provide, in accordance with the terms and conditions of this Agreement, all the management, personnel, food products, supplies, equipment, materials, technical support, training, systems, and effort necessary for the management of Dining Services Program functions, at a level of quality acceptable to University. The Contractor shall be responsible for food purchase and production, quality control, human resources management (hiring, training, development, dismissal, etc., of its own employees), financial, and technical management of the Dining Services Program. University shall have the right to designate its own appropriate staff to work proactively and in liaison with Contractor to ensure full compliance with all terms and provisions of the Agreement.

- 1.5 Contractual Provisions Attachment. The provisions found in Contractual Provisions Attachment (Form DA-146a – as modified by WSU), which can be accessed at: <https://www.wichita.edu/administration/generalcounsel/DA-146a.php>, are hereby incorporated into this Agreement and a made part thereof. Any conflict between this Agreement and Form DA-146a shall be governed by Form DA-146a unless expressly stated otherwise herein. WSU may change the Contractual Provisions Attachment at any time in its sole discretion but shall notify Contractor of such changes upon becoming effective. Such changes shall be effective upon posting of such updates to the web address listed herein. Contractor is also responsible for periodically visiting the Contractual Provisions Attachment webpage to review changes, if any. For purposes of this Attachment, “WSU” shall mean “University,” as that term is defined herein.

ARTICLE II DEFINITIONS

- 2.1 Academic Term. A semester.
- 2.2 Academic Year. Defined by KBOR as summer, fall, and spring.
- 2.3 Accounting Period. An accounting period is one (1) calendar month within a fiscal year of July 1 through June 30.
- 2.4 Board. The Kansas Board of Regents or ‘KBOR’.
- 2.5 Branded Concepts. Those locally, nationally or regionally known concepts incorporated into the account and operated by Contractor through local, national, and regional third party license agreements, franchise agreements, or subcontractor agreements. Contractor’s internally developed brands shall not be considered to be Branded Concepts.
- 2.6 Capital Equipment. Equipment, fixture and furnishings that have a normal useful life of 1 year or more years and meet one or more of the following criteria:
- 2.6.1 Have an initial acquisition cost of \$1,000 or more for Rhatigan Student Center and \$5,000 or more for WSU;
 - 2.6.3 Are Sensitive Electronics owned by University, to include but not necessarily be limited to Computers (Desktop, Laptop, Tablet, iPad, Netbooks, PDA).
- 2.7 Cash Sales. All revenue generated by the cash, credit card, debit card, branded restaurant gift cards, and/or personal check sales in any outlet less any sales taxes.

- 2.8 Catering. Specifically ordered food and beverage that is prepared, delivered/picked up, and served to a collective group of people outside the normal confines of the Contract Board services, retail food service outlets, summer conference/camp service, and/or concessions service.
- 2.9 Charge. A fee established by Contractor for goods or services provided by Contractor.
- 2.10 Client. Wichita State University and the Wichita State University Union Corporation (collectively, "University").
- 2.11 Client and/or University Commissions. The fixed or percentage amounts paid to University by Contractor in accordance with the Agreement.
- 2.12 Contract Administrator. University's on-site authorized representative responsible for day-to-day management of the Agreement and/or his or her designee(s) for various aspects of the Dining Services Program (for example, Rhatigan Student Center Director; Director of Housing and Residence Life).
- 2.13 Contract Board. A dining service program offered to resident and non-resident customers {i.e. students, faculty, and Staff} for a fixed number of meals at a set price for which customers are charged at the beginning of an academic term or otherwise make an advance purchase. Each eligible customer must enter into a contract board agreement with the University.
- 2.14 Contract Board Customer. A University student who contracts with the University or faculty member or staff member who contracts with the Contractor for a contracted meal plan. The general public shall not be a Board Customer.
- 2.15 Contractor Brands. Contractors' own in-house trademarked brands incorporated into University's Dining Services Program.
- 2.16 Contractor Paid Allowable Expenses. Amounts incurred and required to be paid for by Contractor that are directly attributable to the operation of the Dining Services Program and can be included as a cost, charge or expense for purposes of calculating Contractor proceeds.
- 2.17 Convenience Store. A small retail shop that sells a range of everyday items such as groceries, snack foods, candy, toiletries, and soft drinks, with a retail pricing structure.
- 2.18 Deficit. A negative excess of the total Authorized Operating Expenses over Net Sales.
- 2.19 Depreciation. A method of allocating the cost of Contractor's investments in equipment, labor, and construction for approved University Dining Services Program capital projects over the life of the Agreement.
- 2.20 Dining Services Program. Contractor's preparation, service, and sale of food, beverages, goods, merchandise, and other items at the University. Dining Services Program shall include operation of the following:
- Contract Board Dining (for Residents and other occasional customers)
 - Retail Dining Operations (Contractor Brands and/or National/Regional Brands)
 - Retail Convenience Store Operations

- Catering Services
- Summer Camp/Conference Dining
- Vending Services
- Shocker Sports Grill & Lanes in the Rhatigan Student Center (effective as of August 1, 2024)

- 2.21 Electronic Access System. A computer based, ID accessed, declining balance system for the management of individual dining service accounts.
- 2.22 Fiscal Year. University's fiscal year, which is a period of twelve (12) consecutive months from July 1 through June 30.
- 2.23 Flex/Shocker Dollars. Shocker Dollars are a part of each individual account or meal plan that offers a declining balance component. There are Shocker Dollars attached to the mandatory plans and the voluntary plans, and they can be used for all you care to eat "door price" Contract Board operation, branded or non-branded retail dining venue, convenience store, athletic concessions, shocker sports grille, or other mutually agreed a la carte operations.
- 2.24 Furnishings. Includes all of the furniture and fixtures (improvements to the space such as draperies, wall treatments, light fixtures) within the Premises assigned to Contractor.
- 2.25 Gross Sales. All moneys received for sales or services provided under this Agreement rendered at or from the Premises, including sales tax.
- 2.26 Innovation Campus. WSU development of former golf course property adjacent to the WSU main campus. This area of campus is focused on partnerships with industry leaders to support job creation and better prepare graduates through experiential learning and company integration.
- 2.27 Main Campus. Refer to Exhibit A.
- 2.28 Meal Plan. A set number of meals that can be consumed in a given period of time under certain conditions for a set price, and that are available to customers living on and off campus.
- 2.29 Mutual Agreement. Joint agreement between University and Contractor as to the particular question involved.
- 2.30 Net Sales. All sales of food, beverages, goods, merchandise, and services in the Dining Services Program, net of sales taxes.
- 2.31 Operating Expenses. All expenses associated with the Food Service operation, as categorized in Section 16.1.
- 2.32 Payroll Tax & Benefits. A flat charge of 43.5 percent of gross payroll will be reflected on the operating statement to cover payroll taxes and employee benefit costs. Such costs include medical plans, life insurance, FICA, FUI, SUI, Workers' Compensation insurance, state disability insurance, 401(k) and payroll and benefit plan preparation and processing, and costs imposed due changes in any federal, state or local law including regulatory or legislative mandates, and legal costs. This rate may change as benefit, tax and other associated costs change.

- 2.33 Periodic. The term periodic shall mean on a regularly recurring basis (i.e. monthly, weekly, quarterly, annually) as determined and agreed to either in the RFP or proposal or mutually agreed to following the Agreement signing.
- 2.34 Point-of-Sale. A computer-based system to 1) accept payment for Dining Services Program purchases, and 2) provide an ID accessed, declining balance system for the management of individual dining service accounts.
- 2.35 Premises. All areas on the campus as designated by University in Attachment 1 for Contractors' use in the preparation, sale, service, and storage of food and related supplies, and all new or relocated dining facilities on the Main Campus as identified in Exhibit A.
- 2.36 Premium Meals. An "upscale" meal, more than the daily fare, designed to alter the general routine of the Dining Services Program and which specifically includes at least one (1) choice of a costlier entrée item than is normally on the daily menus.
- 2.37 Pre-Opening Expenses. Costs, charges, and expenses related to the opening of the Food Service operation, immediately prior and/or during the first semester of the contract, only as pre-approved by University.
- 2.38 Proceeds. The excess of Net Sales less Contractor's Authorized Operating Expenses.
- 2.39 Retail Operations. Snack bars, cafeterias, grills, food carts, quick service outlets, food trucks, bake shops, delis, coffee shops and kiosks, and convenience/variety stores that sell items on an a la carte basis.
- 2.40 Shall. Shall and will are used interchangeably meaning an obligation to perform.
- 2.41 Smallwares. Items used in the serving of food and beverages such as chinaware, glassware, flatware, and service ware, as well as items used in the preparation of food such as pots, pans and kitchen utensils.
- 2.42 Unallowable Contractor Overhead Expenses. The indirect costs that Contractor expends in managing the Dining Services Program that are not considered by University to be an Allowable Contractor Expense for purposes of calculating Contractor's proceeds.
- 2.43 University Paid Expenses. Dining Services Program expenses paid for by University.
- 2.44 Utilities. All costs of electricity, fuel, water, steam, sewage, trash hauling, heat, air conditioning and chilled water.
- 2.45 Vending. Dry snacks, hot beverages and fresh foods provided for sale in a merchandising and distribution machine.
- 2.46 Will. Will and shall are used interchangeably meaning an obligation to perform.

ARTICLE III

TERM, TERMINATION, AND SERVICES

3.1 Term and Termination.

- 3.1.1 The term of this Agreement commences on the Effective Date of July 1, 2017 and continues through June 30, 2032 ("Initial Term") unless terminated by either party as hereinafter provided. This Agreement will automatically renew for five (5) additional one (1) year terms unless notice is given by either University or Contractor at least 120 days prior to expiration of the then-current term.
- 3.1.2 This Agreement may be canceled by University or Contractor at any time, with or without cause, upon not less than one hundred twenty (120) calendar days' written notice by University to Contractor or one hundred twenty (120) calendar days written notice by Contractor to University. Any Contractor specified date for termination shall only be effective at the end of an academic year. In the event of such a cancellation, Contractor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. In the event that Contractor gives notice under this section that it proposes to cancel the Agreement, University shall use its best efforts to secure an agreement with a new Contractor whose services will commence immediately after Contractor's cancellation becomes effective. If, however, University is not able to do so, Contractor shall continue providing the Dining Services Program pursuant to the terms and conditions of this Agreement, and any addenda/amendments thereto, until an agreement with a new food service Contractor becomes effective, provided University is not in default under this Agreement and provided that University reimburses Contractor for any operating losses sustained during the period between the cancellation date and discontinuance of Contractor's services. University will not unreasonably delay in securing the services of a new Contractor in the event of Contractor's cancellation.
- 3.1.3 Termination for Insufficient Funding. University may immediately terminate this Agreement if it does not obtain funding from the Kansas Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of services covered herein. Termination must be by written or fax notice to Contractor within a reasonable time of University receiving notice that sufficient funding is not available. University is not obligated to pay for any services that are provided after notice and effective date of termination. However, Contractor will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed subject to the Form DA 146a. University will not be assessed any penalty if the Agreement is terminated because of the decision of the Kansas Legislature or other funding source not to appropriate funds.
- 3.1.4 If either party breaches a provision of the Agreement (hereafter "Cause"), the non-breaching party shall give the other party notice of such Cause or breach. If the Cause or breach is remedied to the satisfaction of the non-breaching party within thirty (30) calendar days, the notice shall be null and void. If such Cause is not remedied to the satisfaction of the non-breaching party within the specified period, the party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period noted in this subparagraph.

- 3.1.5 Notwithstanding any other provisions of this paragraph to the contrary, either party shall be under a duty to immediately remedy a breach of this Agreement that poses a health or safety issue. If either party determines that a breach is a danger to the health and safety to any of the parties or their employees, customers, or invitees, it shall so notify the breaching party in writing and the breaching party shall respond immediately, which shall mean that the party must use all diligence reasonably possible under the circumstances. If the breaching party does not respond promptly and appropriately to the written demand, the demanding party may take immediate action to remedy the problem and submit the cost to resolve the problem to the breaching party for reimbursement within fourteen (14) calendar days. If the breaching party fails to make the reimbursement to the demanding party, the demanding party may proceed to issue notice of breach pursuant to Section 3.1.4.
 - 3.1.6 If this Agreement is terminated by either party, all outstanding amounts owed Contractor by University, or University by Contractor, shall become due and payable within thirty (30) calendar days of the termination date.
- 3.2 Services. The following services shall be provided by Contractor, collectively referred to in this Agreement as the “Dining Services Program”.
- 3.2.1 Contract Board: Contractor shall have exclusive rights to manage and operate Contract Board services at the Premises identified in Attachment 1.
 - 3.2.2 Retail Dining: Contractor shall have exclusive rights to manage and operate Retail Dining and Convenience Store services, at the Premises identified in Attachment 1.
 - 3.2.3 Catering Services.
 - 3.2.3.1 Contractor shall have exclusive rights to manage and operate Catering Services in Shocker Dining Hall.
 - 3.2.3.2 University approved preferred caterers shall have the right to operate in the Rhatigan Student Center and other locations on campus but shall not be permitted to utilize the food storage and food preparation facilities utilized by Contractor.
 - 3.2.3.3 Contractor shall have the exclusive right to provide catering service in Shocker Dining Hall
 - 3.2.3.4 Contractor has the right to utilize its assigned Premises to cater non-University events held off campus, provided it does not conflict with the performance of this contract. The University shall have the right to determine in its sole discretion whether the Contractor’s catering of a non-University event held off campus is in conflict with the performance of this contract. Contractor shall notify University of such events in writing no less than ten (10) business days prior to the event. Such events shall be commissionable to the University at the same rates as for on-campus events.

- 3.2.4 Summer Camp/Conferences. Contractor shall have exclusive rights to manage and operate Summer Camp/Conferences Food Service at Shocker Dining Hall.
- 3.2.5 Vending Services. Contractor shall have exclusive rights to manage and operate vending services of snacks, hot beverages and fresh foods on campus, it being understood that Contractor shall have the right to engage a subcontractor to provide such service.
- 3.2.6 Child Development Center (CDC). Contractor shall enter into a separate contract agreement with the WSU Child Development Center to manage and operate food services at the CDC. Contractor and CDC Director shall mutually agree upon a Key Performance Indicator Scorecard.
- 3.2.7 Shocker Sports Grill & Lanes in the Rhatigan Student Center. As of August 1, 2024, through the remainder of the Term, Contractor shall have the exclusive right to manage and operate the food service operations in Shocker Sports Grill & Lanes in the Rhatigan Student Center.
- 3.2.8 Provide the necessary services, functions, and responsibilities that are not specifically retained by University.
- 3.3 Additional Services. Over the term of the Agreement, the University and Contractor may mutually agree upon other services and/or service locations as necessary. Any additional services or service locations shall first be memorialized by a written amendment signed by all the parties.
- 3.4 Service Exclusions. Contractor shall be prohibited from providing the following services unless contracted under separate Agreement:
 - 3.4.2 Athletic Concessions Food Service
 - 3.4.2 Bookstore sales of prepackages snack and beverages
 - 3.4.3 Innovation Campus Food Service
- 3.5 Service Prohibitions. Contractor may not use University's Premises for any purpose related to fulfillment of other contracts of Contractor, except as specifically agreed to by University, in writing, and with financial compensation to the University that is acceptable to University.
- 3.6 Transition Plan. Reserved.
- 3.7 University Use of Contractor's Premises.
 - 3.7.1 University shall have and maintain the right to use Contractor's public dining areas within the assigned Premises for its various purposes as required. This includes (but is not limited to) registration of students, testing, dances, conferences, and events. The University will provide to Contractor a reasonable advance notice of such events and shall return the locations to the condition in which received.
 - 3.7.2 Student groups and other campus groups shall not be permitted to use Contractor's assigned Premises, except for the provision in Section 3.2.3.2.

- 3.8 Correction of Errors, Defects and Omissions. The Contractor agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this contract, without undue delays and without cost to the University. The acceptance of the work set forth herein by the University shall not relieve the Contractor of the responsibility of subsequent correction of such errors.

ARTICLE IV EMPLOYEES

- 4.1 Management and Personnel. Contractor shall adhere to the following requirements regarding its management and non-management personnel.
- 4.1.1 All management and non-management employees that work in the University's Dining Services Program shall be Contractor's and/or Contractor's subcontractor's employees, not University employees. It shall be Contractor's responsibility to inform all of its employees that they are clearly Contractor employees, and not employees of University.
- 4.1.2 Contractor shall, at a minimum, employ an On-Site Management Team consisting of the following required positions:
- 4.1.2.1 General Manager (hereinafter "GM")
 - 4.1.2.2 Executive Chef
 - 4.1.2.3 Retail Dining Operations Manager
 - 4.1.2.4 Residential Dining Operations Manager
 - 4.1.2.5 Catering Manager
 - 4.1.2.6 Marketing Manager
- 4.1.3 Each position of the On-Site Management Team shall be responsible for the Food Service Program as specified in this contract. Each On Site Management Team member must have a minimum of five (5) years consecutive employment in similar food service operations (high volume and multi-unit operations) with comparable management and financial responsibilities. Each On Site Management Team member's sole responsibility will be the University's Dining Services Program and he/she will have no other management or supervisory responsibility for other operations or businesses of the Contractor. Any exception to this is at the sole discretion of University and must be approved in writing by University. Additional requirements shall include:
- 4.1.3.1 Executive Chef will have extensive, formal culinary training, including culinary certifications from an accredited culinary arts program or through the American Culinary Foundation, with particular emphasis on recipe development, menu development, food cost control and inventory management.
 - 4.1.3.2 Catering Manager will have extensive, formal training in Catering Services, with particular emphasis on customer service, event planning and presentation, and event management.
 - 4.1.3.3 Marketing Manager will have extensive, formal training in marketing and promotions techniques.

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

shall have adequately trained personnel to maintain the high quality of food service required by University. Contractor shall ensure that critical positions (those that are necessary to open and operate dining operations) will have adequate back-up employees to call in to cover for absenteeism.

- 4.1.8 Contractor shall maintain an adequate staff of executive managers, assistant/operational managers and employees on duty to provide an excellent level of service with regard to University's Dining Services Program, and shall provide such expertise (administrative, dietetic, purchasing, human resources, multicultural competency and so forth) as needed. University shall have the right to review staffing patterns and job schedules, and to require Contractor to alter same to insure adequate staffing.
- 4.1.9 University requires that all active, qualified non-management employees of the previous Contractor be hired for a similar position at their current wage rate and comparable or better benefits, provided they are eligible for hire by Contractor in accordance with the criminal history and background check requirements of this contract. Employees of the out-going Contractor who are hired by Contractor may be placed on a probation of no less than ninety (90) days, which may or may not include a Performance Improvement Plan established by the Contractor to allow Contractor to evaluate work performance. All healthcare and/or health insurance benefits must be effective when available under Contractor's benefits policy, which requires a waiting period of approximately 90 days. The Contractor shall honor the accrued seniority for all employees. Notwithstanding the provisions herein, Contractor shall have the right to terminate any of Contractor's employees at any time for cause.
- 4.1.10 Contractor shall consider University's employee policies and practices when establishing policies and practices for Contractor employees, it being understood that Contractor will apply Contractor's own policies to its personnel.
- 4.1.11 Contractor shall not, without University's prior approval, make any substantial change in wages, fringe benefits or working conditions of non-management Food Service employees, unless required by applicable law, regulation, ordinance or court order.
- 4.1.12 Contractor shall be required to develop and implement a high quality, proactive student employee hiring and retention program. Student retention program shall include specialized training and advancement opportunities. Contractor agrees to adhere to University employment practices when they do not conflict with Contractor's employment policies and practices. Contractor shall be responsible for all student employment forms and insurance, including but not limited to, any workers' compensation or other liability claims resulting from work-related injuries to students who are employed by Contractor.
- 4.1.13 Contractor shall comply with all federal regulations related to employment and compensation of personnel including those pertaining to federal and state employment taxes (including any and all social security, unemployment taxes, and workers' compensation payments). The parties 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, or national origin. Moreover, these regulations require that the parties 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. Further, the parties agree to comply with 29 CFR Part 471, Appendix A to Subpart A.

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

- 4.1.21 Contractor shall assure that the GM, manager, or a supervisor will be on site at each location during all hours the Dining Services Program is in operation, including catering services.
 - 4.1.22 Contractor shall bear complete financial responsibility for any vandalism or loss due to negligence or willful misconduct on the part of its employees.
 - 4.1.23 Contractor shall insure that all Contractor employees adhere to University's smoking, alcohol and drug policies while on the Premises.
 - 4.1.24 Contractor shall immediately notify University in writing of impending labor, employee, and Contractor problems or any other circumstances that could adversely affect the operation of the Dining Services Program.
 - 4.1.25 Contractor shall continue to provide services under the contract in the event of strikes and other labor disturbances.
- 4.2 Personnel Obligations. Each party hereto shall be solely responsible for all personnel actions regarding employees on its respective payroll. Each party shall withhold or pay all applicable federal, state and local employment taxes and payroll insurance with respect to its employees, insurance premiums, and contributions to benefit and deferred compensation plans, licensing fees and workers' compensation costs and shall file all required documents and forms.
- 4.3 Employment Screening and Employee Removal.
- 4.3.1 Contractor shall ensure that each Contractor employee assigned to the Dining Services Program is not on any offender registration list or required to be on any offender registration list. Contractor will implement a background check policy acceptable to the University that, at a minimum and to the extent permitted by law, meets the requirements of University's internal procedures. Contractor shall conduct pre-employment background checks on all applicants for employment that the Contractor assigns to the campus in support of this Agreement and ensure that each Contractor employee assigned to the Dining Services Program is subject to appropriate pre-employment background checks. In the event an applicant for employment with Contractor has been convicted of a criminal offense, Contractor shall consider the following non-exhaustive list of factors in determining whether or not to offer employment to such applicant: (i) the nature and gravity of the offense or offenses; (ii) the time that has passed since the conviction and/or completion of the sentence; (iii) the nature of the job held or sought; and (iv) the age of the applicant at the time of the offense.
 - 4.3.2 Contractor shall exercise reasonable diligence to assure that it does not assign to University's Dining Services Program any employee or agent who may reasonably be considered to pose a threat to the safety or welfare of members to the University community or its property.
 - 4.3.3 All Contractor employed personnel shall be subject to University policies, rules, codes of conduct and regulations in effect for all University employees while working on campus, as

outlined in WSU Policies and Procedures Manual, including personal behavior and the use of University property. In the event of University disapproval of the conduct or behavior of any employees, the University shall inform the Contractor. An offending employee of the Contractor shall be removed from employment in the University's Dining Services Program immediately upon the receipt of a written request from University. Notwithstanding the foregoing, Contractor shall not be required to remove any employee at the request of University if, in Contractor's reasonable opinion, compliance with any such request by University would cause Contractor to violate applicable employment laws, employment contracts, or collective bargaining agreements. Contractor agrees to provide University with a written statement of Contractor's reasons for non-removal of such employees.

- 4.3.4 Contractor shall defend, hold harmless and indemnify the University from any liability arising out of Contractor's negligent failure to carry out the obligations assumed under Sections 4.3.1, 4.3.2, and 4.3.3 of this Agreement, including defense and indemnification of third party claims; provided, however, that nothing herein shall require Contractor to indemnify the University for any liability caused by the University's negligent acts or omissions. The right of the University to indemnification under this Agreement shall be conditioned upon the following: written notice to the Contractor of any claim, action or demand for which indemnity is claimed within ten (10) days of University's receipt of such claim, action or demand; control of the investigation, preparation, defense and settlement thereof by the Contractor; and such reasonable cooperation by the University, at the Contractor's request and expense, in the defense of the claim. The University shall have the right to participate in the defense of a claim with counsel of Contractor's choice and at its expense.
- 4.3.5 Nothing in these sections shall be interpreted to preclude University Police Department or other law enforcement officials from taking such emergency action relative to conduct by a Contractor employee or agent who poses an immediate threat to safety or welfare of members of the University community or its property.

4.4 Employee Training.

- 4.4.1 Contractor shall ensure that all Contractor managers and non-management employees participate in instruction and training for proper behavior and expectations appropriate to their position, which may include:
 - 4.4.1.1 Customer service standards of excellence;
 - 4.4.1.2 Food preparation methods, including handling known allergen inducing foods;
 - 4.4.1.3 Food safety;
 - 4.4.1.4 Blood borne pathogens;
 - 4.4.1.5 Sanitation standards;
 - 4.4.1.6 Dress and identification;
 - 4.4.1.7 Personal habits and hygiene;
 - 4.4.1.8 Cleaning and sanitation procedures;
 - 4.4.1.9 Life safety;
 - 4.4.1.10 Equipment operation;
 - 4.4.1.11 University protocol for addressing bias incidents;

- 4.4.1.12 University sexual harassment, Violence Against Women Act, and discrimination/Title IX policies;
- 4.4.1.13 Conduct when working with minors;
- 4.4.1.14 Emergency preparedness; and
- 4.4.1.15 Premise-specific policies (i.e. – access, etc.).

Regularly scheduled training meetings shall be conducted no less than monthly during the academic year by Contractor at its own expense. Such meetings shall include all full- and part-time employees of Contractor, including student employees. For all new hires, Contractor will provide immediate training as necessary, covering the types of tasks performed in the assignment(s) covered by the new employee.

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

- 4.4.2.1 Alcoholic beverages shall be stored only in University approved securable storage;
- 4.4.2.2 Any Contractor employee serving alcoholic beverages at licensed premises shall be 21 years of age or older and otherwise allowed by law to serve alcoholic beverages; and,
- 4.4.2.3 Contractor employees serving alcoholic beverages shall record sales of alcoholic beverages separately from food and non-alcoholic beverage items.

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

- 4.5 District Support Personnel. All District level support personnel assigned to University that are not part of the agreed to On Site Management Team shall be paid as a Contractor Overhead Expense, as per the terms of Section 16.4.

ARTICLE V GENERAL OPERATING PROVISIONS

- 5.1 Premises, Capital Equipment, and Furnishings.

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

- 5.1.2 The Premises, Capital Equipment, and Furnishings provided by University shall comply with all applicable building, sanitation, safety and health laws, ordinances, rules and regulations, including the federal Occupational Safety and Health Act of 1970, as amended, or applicable state act and the standards promulgated there under. University agrees to be responsible for its acts or the results thereof arising solely from its breach of the aforementioned obligations, provided Contractor, its employees or agents, shall not have caused such breach. University further agrees that any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of University and shall be at University's expense unless the need for such modification or alteration is caused by misuse or negligent actions of a Contractor's employee, in which case the cost will be the responsibility of the Contractor. This section shall survive termination of this Agreement. Contractor shall take reasonable and proper care of University's property.
- 5.1.3 Contractor shall, with respect to its own property and at no cost to University, make all repairs, alterations, modifications, and replacements necessary to correct any violations of any applicable building, sanitation, health, or safety law, rule or regulation.
- 5.1.4 All Contractor proposed facility renovation or new construction, equipment installation, and/or other capital improvements or alterations require advance University notice, with such approval at the sole discretion of University. Prior to review of the request, Contractor shall provide to the University and State of Kansas Office of Facilities and Property Management and/or Kansas State Fire Marshal's Office design and construction documents of the work prepared by a licensed architect and/or engineer qualified within the state of Kansas. All work undertaken by Contractor shall require adherence with local wages and related reporting obligations. Contractor shall be required to provide University with accurate capital budgets, impact on operating budgets, timelines, and conform to the design and construction standards as outlined in the State of Kansas Office of Facilities & Property Management's Building Design & Construction Manual.
- 5.2 Inventory of Capital Equipment and Furnishings. Immediately upon commencement of this Agreement, Contractor and University shall together conduct an initial physical inventory, of Capital Equipment and Furnishings within Contractor's Premises. The Inventory of Capital Equipment and Furnishings will be documented in Attachment 13. Thereafter, Contractor and University shall annually update this inventory, which shall include the Capital Equipment and Furnishings from the initial inventory, plus additional purchases during the contract year, less any equipment disposed of in accordance with Section 5.9.2.5. Upon termination of this Agreement, University will confirm a final physical inventory of all Capital Equipment and Furnishings. At that time, Contractor shall surrender an equal inventory of Capital Equipment and Furnishings to University, subject to reasonable wear and tear or loss or destruction due to fire or other casualty, and subject to changes in inventory associated with improvements and other changes to facilities. If any inventoried item is lost, damaged or unaccounted for prior to expiration of its useful life, either during or at termination of the contract, as a result of Contractor's negligence and not considered reasonable wear and tear, then the Contractor will either pay the University an amount proportionate to the remaining useful life of the item using the straight-line method of amortization, or replace items with an identical product or equal at Contractor's cost.

- 5.3 Smallwares. University shall furnish, at its expense, all Smallwares owned by University and associated with Contractor’s assigned Premises. Contractor shall provide, at Contractor expense, an initial purchase of any additional Smallwares needed for the proper operation of the Dining Services Program. University provided Smallwares, in conjunction with Contractor’s initial Smallwares purchase, shall together comprise the Smallwares par stock.
- 5.4 Smallwares Inventory and Replacement. Immediately upon commencement of this Agreement, Contractor and University shall together conduct an initial physical inventory, updated annually thereafter, of the Smallwares par stock associated with Contractor’s Premises, to be documented as Attachment 14. Additionally, if at any time Contractor is to provide service to new or renovated Dining Services Program locations, Contractor and University shall mutually agree to increase the par stock with such items as are required and shall mutually agree as to whether the items shall be purchased by University or by Contractor. Contractor shall be required to provide ongoing replacement of the Smallwares par stock, with all Contractor purchases to be fully expensed as a cost of operations in the year of purchase. However, any par stock lost or damaged from the initial physical inventory shall be replaced by Contractor at no cost to University. Ownership of the Smallwares par stock shall reside with the University. Upon termination of this Agreement, Contractor shall surrender an equal inventory of Smallwares to University in the same order and condition as when received or purchased by Contractor, subject to reasonable wear and tear or loss or destruction due to fire or other casualty, and subject to changes in inventory associated with improvements and other changes to facilities.
- 5.5 Right of Inspection. University retains the right to inspect, evaluate, and request changes in the operation and condition of the Dining Services Program and Premises at any time with respect to quality, quantity, and production of all food items, hours of meal service, prices, safety, sanitation, and maintenance of the facilities and equipment to bring them to levels satisfactory to University. Inspections and evaluations shall be conducted so as not to interfere with the normal operations of Dining Services Program functions. University reserves the right to periodically conduct an unannounced inspection with or without Contractor’s representatives being present. Inspectors from all state and local authorities and from University shall have complete cooperation from Contractor. When state and local authorities arrive for inspection, University shall be notified by Contractor and, whenever practical, University’s Contract Administrator shall be present for the inspection. University and Contractor shall each provide the other with copies of any state or local authority’s inspection report it receives, within five (5) calendar days of receipt. Within ten (10) calendar days of receipt by Contractor, Contractor shall provide University with a written report of corrective action taken. In the event that corrective action is a joint responsibility, Contractor shall notify University of its responsibility in the matter and shall work with University in the implementation of such action.
- 5.6 Contractor’s Designated Offices.
- 5.6.1 Office Facilities. University shall provide, without charge to Contractor, suitable office facilities for use by Contractor in the performance of this Agreement. At a minimum, University shall provide Contractor with the following:
- 5.6.1.1 Space for use by the retail, residential, marketing, catering, executive chef and GM of Contractor who are considered to be unit managers;

- 5.6.1.2 A publicly accessible, and professionally appearing Catering office space;
 - 5.6.1.3 A central administration office space at one location; and,
 - 5.6.1.4 Contractor shall take reasonable and proper care of the office facilities and shall return them to University at the termination of this Agreement in good condition, ordinary wear and tear excepted.
- 5.6.2 Existing Office Furniture. At the commencement of this Agreement, University shall provide its existing office furniture assigned to Contractor's Premises at no charge to Contractor. Additional furniture required shall be Contractor's responsibility to obtain and purchase, at Contractor's cost, subject to University approval. Contractor shall be responsible for maintenance of such furniture in good condition and repair. Upon termination of this Agreement, Contractor shall return University's office furniture in the same condition as when received by Contractor, subject to reasonable wear and tear or loss or destruction due to fire or other casualty.
- 5.6.3 Telecommunications. Throughout the term of this Agreement University will assign a mutually agreed number of dedicated telephone lines and provide desktop and/or wall-mounted telephone instruments for Contractor's business use at the Contractor's expense. Contractor shall use University's telephone system, including University's designated service provider(s) and assigned lines and instruments, throughout the term of this Agreement. Contractor shall not install a separate telephone system but shall be responsible for costs to repair and maintain assigned lines, costs to repair or replace telephone instruments, and local and long-distance service charges to the assigned lines. Contractor shall notify University when repairs or replacement are required, and University shall expedite said repairs or replacement. All costs incurred by University to repair or replace lines or equipment on Contractor's behalf shall be invoiced to Contractor by University, and Contractor shall remit payment to University within thirty (30) calendar days of receipt of invoice. All local or long-distance service charges incurred by Contractor shall be paid by Contractor. Contractor shall provide its own cellular telephones and service, at Contractor cost.
- 5.6.4 Office and Other Machines. Contractor shall provide all office machines necessary for the management of the Dining Services Program to including personal computers and accessories, printers, FAX machines, copy machines, calculators, safes, timekeeping equipment, and any other office machines required for Contractor's internal business operations.
- 5.6.5 General Office Supplies. Contractor shall furnish at its expense, necessary office supplies, including but not limited to paper, postage and file folders.
- 5.7 University Systems.
- 5.7.1 Reserved
 - 5.7.2 Electronic Access System.

- 5.7.2.1 Contractor shall provide and maintain, at its expense, a software management system that shall be capable of handling the various meal programs included in this Agreement.
- 5.7.2.2 As part of its Electronic Access System responsibilities, Contractor shall:
 - 5.7.2.2.1 Provide the equipment and services identified in Attachment 9.
 - 5.7.2.2.2 Bear all costs of daily operation including cash registers, paper supplies, and labor to operate the system, including service hours for student access.
 - 5.7.2.2.3 Be responsible and bear the cost for the maintenance and support costs of all Contractor software and hardware.
 - 5.7.2.2.4 Be responsible for and bear the cost of programming and configuration of Contractor's Point-of-Sale devices.
 - 5.7.2.2.5 Work with Contractor's designated banking partner, including for processing of credit card purchases.
- 5.7.2.3 University and Contractor shall each immediately notify the other as soon as either party becomes aware that customer service may be affected because of any malfunctions which require maintenance or repairs on the Electronic Access System equipment, including all cash registers.
- 5.7.2.4 Contractor shall furnish University with requested daily/weekly reports to verify all customer counts, meal counts, cash sales, "flex/dining" dollar sales, and other pertinent information so requested pertaining to all Contractor's services, including subcontracted services. University may, at any time, make unannounced audits of the cashiers, especially the retail operations. The audits shall not interfere with peak period retail sales.
- 5.7.3 Website. Contractor, at Contractor's sole cost, shall establish and maintain a high quality, customer interactive, informational website for the Dining Services Program at Contractor expense, linked to University's website at a location of University's choosing ("Hosted Website"). Contractor's Hosted Website shall be in compliance with University graphic standards and the provisions of Section 17.16 and not include third party advertising without the prior written permission of University. Contractor's Hosted Website, as well as any online forms or features therein, shall include alt-tag capabilities to enable compliance with the Americans with Disabilities Act, and Contractor and University agree to work toward achievement of WCAG 2.0 Level AA standards. At a minimum, the Hosted Website shall contain the following, with information to be kept current at all times, and all content subject to University approval:
 - 5.7.3.1 Dining Services Program locations (including location map) and days/hours of operation;

- 5.7.3.2 Menus for each Food Service location, including pricing and caloric/nutritional breakdown of foods offered as per the requirements of Sections 7.1.2 and 7.1.3, and pricing;
- 5.7.3.3 Resident meal plan configuration, pricing and policies;
- 5.7.3.4 Voluntary meal plan information, promotional materials and online purchase capability;
- 5.7.3.5 Information on Contractor's on-campus wellness initiatives as well as nutritional and wellness education information. Information will be kept current at all times;
- 5.7.3.6 Catering menus, pricing and policies, and link to Contractor's catering ordering software;
- 5.7.3.7 Upcoming events and promotions; and,
- 5.7.3.8 Information on Contractor's on-campus sustainability initiatives as well as sustainability education information. Information will be kept current at all times.

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

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

- 5.7.4.1 Contractor will provide on-site management or technical personnel appropriately trained in the software systems used by University on behalf of the Dining Services Program, to include a qualified person to coordinate the programming and configuration of Point of Sale devices, as well as use of the Campus Card program including first line hardware and software support.
- 5.7.4.2 Contractor will provide all support for information technologies used by Contractor's personnel. Contractor will host and manage its own IT services, including web services, email, chat, and calendaring. To the extent that University allows Contractor use of University's wired or wireless networks, University support will be limited to verification of connectivity, and Contractor will maintain all IT equipment and software at version or release levels supported with timely security updates by its respective developers, licensors, or manufacturers. Contractor equipment, software, and personnel will comply with University policies including those addressing information security, privacy, and acceptable use. Contractor shall not run credit card transactions across University's wired or wireless network without consent of University and will do so following PCI best practices should University provide consent.

- 5.7.4.3 Contractor agrees to keep current all Contractor provided computer hardware and software in use at the University's premises, with a maximum replacement cycle of three years, unless otherwise specifically agreed to by University's Contract Administrator. All Contractor computer hardware and software must be legally licensed and follow University's patching policy.
- 5.7.4.4 Web access: Contractor will accept University credentials via (ex: Active Directory, Secure LDAP, etc.). Contractor will implement timely updates addressing any security vulnerabilities in its online system, whether discovered by Contractor, reported to Contractor, or disclosed by other parties. Failure to correct security vulnerabilities shall be grounds for termination of this Agreement. Web client access will support, and will continue to support, current versions of Internet Explorer, FireFox, Chrome, and Safari, running on Windows, MacOS, iOS, and other major internet browsers not yet developed, and will require no non-default plug-ins or extensions. Web client systems will also support and continue to support access from Android, Windows phone, and Apple IOS cellular systems. Contractor web services will be free of content harmful to client systems and will conform to the minimum standards for web-based application security described in the Open Web Application Security Project (OWASP) Guide to Building Secure Web Applications.
- 5.7.4.5 Contractor's Dine on Campus web site shall include alt-tag capabilities to enable compliance with requirements under the ADA, and Contractor and University agree to work toward achievement of federal Section 508 standards. In the event that Contractor's Dine on Campus web site is not Accessibility compliant, University may demand that the Contractor promptly make modifications that will make the sites Accessibility compliant; in addition, in such an event, University shall have right to modify or copy the site material in order to make it useable for Authorized Users.
- 5.7.4.6 Contractor shall maintain a Business Continuity/Disaster Recovery plan for all data stored by Contractor related to University's Dining Services Program in the event of a critical failure of Contractor's IT infrastructure. Said plan shall be subject to review and approval by University.
- 5.7.4.7 Subject to the conditions that Contractor's credit and debit card systems do not connect with University Systems and Contractor manages its own router/firewall through which Contractor's credit card terminals connect, Contractor will be exclusively responsible for legal, regulatory, and industry standards compliance, including PCI DSS, for all credit and debit card transactions associated with the Dining Services Program ("Data Protection Rules"). If Contractor serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, Contractor shall be primarily responsible for legal, regulatory, and industry standards compliance, including PCI DSS, for all credit and debit card transactions associated with the Dining Services Program ("Data Protection Rules"), but University agrees to secondary responsibility to the extent it provides and controls the network on which credit and debit card transitions

are run. University agrees to implement the changes to University Systems that Contractor reasonably requests and can demonstrate are necessary or prudent to ensure Contractor's compliance with the Data Protection Rules. In the event that implementation of Contractor's requests result in additional hardware, software, or services costs, Contractor shall reimburse University as a cost of operations.

- 5.7.4.7.1 Contractor agrees to notify University within 30 days if either Contractor establishes that it is not PCI-compliant or Contractor is notified by a Qualified Security Assessor (QSA) or Contractor's acquiring bank that Contractor or University's network on which Contractor operates is not PCI-compliant.
- 5.7.4.7.2 Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of cardholder data. In the event of a breach of any of Contractor's security obligations or other event requiring notification under applicable law, Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and, with approval of the Kansas Attorney General, defend University and its board, officers, and employees from and against any claims, damages, or other harm related to such a breach, provided that University is not in any way at fault for the breach.
- 5.7.4.7.3 Contractor agrees to notify University's authorized representative as soon as reasonably possible upon actual notice of credible evidence an event of unauthorized release of cardholder data but no longer than two business days.
- 5.7.4.8 If Contractor stores any confidential or sensitive University information, including any personally identifiable information on students, employees, or other affiliates ("Covered Data and Information"):
 - 5.7.4.8.1 Contractor acknowledges that for the purposes of this Agreement it is designated as a "school official" with "legitimate educational interests" in University data and associated metadata, as those terms have been defined under the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials.
 - 5.7.4.8.2 Any confidential or sensitive University information, and any personal data collected for this service may only be used to provide this service and will not be disclosed for any reason to any third party. By way of illustration and not of limitation, Contractor will not use such data for Contractor's own benefit and, in particular, will not engage in "data mining" of University data or

communications, whether through automated or human means, except as necessary to fulfill its duties under this Agreement, or as specifically and expressly provided for in this Agreement, as required by law, or authorized in writing by University.

- 5.7.4.8.3 University is the sole and exclusive owner of all data that is collected by the Contractor system or by University and transferred to and received by Contractor through the Contractor's system. Contractor is prohibited from providing information in response to 3rd party requests and is required to direct all such requests for information to University's Contract Administrator.
- 5.7.4.8.4 All data shall be stored at a location in the United States unless otherwise agreed by the parties.
- 5.7.4.9 Maintenance of the Security of Electronic Information: Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to ensure confidentiality, integrity and availability in the collection, receipt, transmission, storage, disposal, use and disclosure of Covered Data and Information received from, or on behalf of University. Contractor shall at a minimum maintain and use security measures no less rigorous than those afforded its own data, and that meet requirements imposed by laws or regulations applicable to the storage, use and transmission of such shared data, and commercially acceptable standards.
- 5.7.4.10 Reporting of Unauthorized Disclosures, Data Security Breaches, or Misuse of Covered Data and Information: Contractor agrees that if any use or access not authorized by this Agreement or in writing by University, or any breach or compromise of the security, confidentiality or integrity of such Covered Data and Information received from University, or developed or gathered under the Agreement, is reasonably believed to have occurred, Contractor shall, in writing, notify University of the security incident as soon as reasonably possible upon discovery of credible evidence of a disclosure, breach, or misuse of covered data and information but no more than two business days. The report shall identify as much of the following as is reasonably available:
 - 5.7.4.10.1 The nature of the unauthorized use or disclosure;
 - 5.7.4.10.2 The data used or disclosed;
 - 5.7.4.10.3 Who made the unauthorized use or received the unauthorized disclosure;
 - 5.7.4.10.4 What Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and,
 - 5.7.4.10.5 What corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

Contractor shall promptly thereafter confer with University regarding the incident and, at its own expense, comply with all notification action

requirements or, as requested by University, assist University with all notification actions required by University policy and the law.

- 5.7.4.11 Contractor shall, with approval of the Kansas Attorney General, defend, indemnify and hold University harmless from all claims, liabilities, damages, or judgments involving a third party, which arise as a result of Contractor's failure to meet any of its obligations under Section 5.7.4 of this Agreement, provided that University's own negligence is not a contributing cause for the liabilities or damages.
- 5.7.4.12 Return and Destruction of Covered Data and Information: Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall return and destroy all University information, including any personally identifiable information on students, employees, or other affiliates that University provided to Contractor. At any time, at the request of an agent of University, Contractor shall erase, destroy, and render unrecoverable all University data and certify in writing that these actions have been completed within 7 days of the request. At a minimum, a "Clear" media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP800-88, Appendix A - see <http://csrc.nist.gov/>.
- 5.7.4.13 System Audits. Upon request of the University not more than once per year, unless there is notification of a breach or compromise of security that merits additional audits within a year, Contractor shall conduct regular internal or external assessments as prescribed by Payment Card Industry Data Security Standards (PCI-DSS). In the event of a PCI-related breach involving services provided and systems used at the University, Contractor shall cooperate with the certified Forensic Qualified Security Assessor's (FQSA) to evaluate and make recommendations on corrective action. Vendor shall provide a copy of the findings of the FQSA Report that directly relate to services and systems at the University to University within fourteen (14) days after its completion. A copy of regular self-assessment questionnaires will be provided to University's Contract Administrator upon University's request.
- 5.7.4.14 Dining Services Program Website Availability Requirement: In the event that Contractor provides a Hosted Website on behalf of University, Contractor shall ensure that its Hosted Website is available, as measured over the course of each calendar month during the contract term, at least [ninety-nine and ninety-five one hundredths percent (99.95%) of the time. "Available" means the Hosted Website is available and operable for access and use by the University and the University community over the Internet in material conformity as per Section 5.7.4.
- 5.7.4.15 Point of Sale Liability. Contractor shall be responsible for any losses or liabilities that occur from the point-of-sale systems or equipment licensed and maintained by Contractor.

5.7.4.16 Subcontractors. The provisions outlined in Sections 5.7.4.1 – 5.7.4.15 shall be extended by contract to all subcontractors and third-party service providers to whom Contractor will provide, or give access to, University's servers, computer network and/or data that is the subject of this contract.

5.8 Contractor Technology Systems

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

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

5.8.3 Video Surveillance. Contractor shall provide all video surveillance and security systems it deems necessary for Contractor's Premises as a cost of operations, including installation, management, and maintenance of systems. All Video surveillance and security systems shall be subject to review and approval by University prior to purchase and installation. The creation, use, maintenance and/or disclosure of all stored data shall comply with all applicable laws, rules and regulations, and all applicable University policies and procedures. Contractor shall, to the extent permitted by law, provide University with a copy of any stored video surveillance data upon request.

5.9 Stewardship.

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

5.9.2 Maintenance and Repair Responsibilities.

5.9.2.1 With respect to the equipment provided by University, University makes no implied or express warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. However, Contractor shall have the benefit of any warranty or guarantee given University by the manufacturer or the seller of the equipment and such equipment will be delivered to Contractor in clean condition, with all equipment in clean and working order.

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

5.9.2.3 Repair and preventative maintenance responsibilities shall be according to the

following table. Invoice includes labor, supplies, trip charge, etc.:

5.9.2.3.1 For payment of repairs, unless specifically stated Contractor pays invoice based on Contractor error; University pays invoice based on equipment malfunction or normal wear.

University Owned Equipment	Preventative Maintenance Scheduling	Invoice for Preventative Maintenance	Repair Scheduling	Invoice for Repair
Grease Traps	RSC Maintenance Staff	Contractor	RSC Maintenance Staff	Contractor
Big Dipper	RSC Maintenance Staff	Contractor	RSC Maintenance Staff	Contractor
Groundhouse Ice Machine	University	University for work performed. Contractor for filter replacements	University	Contractor or University
Federal refrigerated counter display	University	University	University	Contractor or University
Jade Saute Station	University	University	University	Contractor or University
Eloma Combi-Steamer	University	University for work performed. Contractor for filter replacements	University	Contractor or University
Jade Refrigerator	University	University	University	Contractor or University
Ice Machines – Dining (4)	University	University for work performed. Contractor for filter replacements	University	Contractor or University
Middleby Refrigerated Base	University	University	University	Contractor or University
Oasis Refrigerated Self-Serve	University	University	University	Contractor or University
Taylor Soft Serve Freezer	University-filters & cleaning coil. Contractor on	University or Contractor	University	Contractor or University

	cleaning and installing tune-up kits.			
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University Owned Equipment	Preventative Maintenance Scheduling	Invoice for Preventative Maintenance	Repair Scheduling	Invoice for Repair
Traulsen Blast Chiller	University	University	University	Contractor or University
True Coolers (10)	University	University	University	Contractor or University
Victory Reach-In Refrigerator (4)	University	University	University	Contractor or University
Beech Oven	University	University	University	Contractor or University
Direct Steam Table Top Kettle	University	University	University	Contractor or University
Cleveland Steamer	University	University for work performed. Contractor for filter replacements	University	Contractor or University
Frymaster Pro H55	University for unit PM. Contractor for consumable items.	University or Contractor	University	Contractor or University
Hobart Legacy Mixer	University	University	University	Contractor or University
Hobart Dishmachine	University	University on work performed. Contractor on the replacement of the curtains.	University	Contractor or University
Southbend Sectional Range	University	University	University	Contractor or University
Montague Refrigerated Base	University	University	University	Contractor or University
Blodgett DFG Oven	University	University	University	Contractor or University
Jade Chinese Range	University	University	University	Contractor or University
Rosito Bisani Pasta Cooker	University	University	University	Contractor or University
Montague Gas Fired Counter	University	University	University	Contractor or University

Range				
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University Owned Equipment	Preventative Maintenance Scheduling	Invoice for Preventative Maintenance	Repair Scheduling	Invoice for Repair
Montague Under Fired Gas Broiler	University	University	University	Contractor or University
Montague Frymaster Gas Fryer	University for equipment PM. Contractor for consumables	University	University	Contractor or University
Montague Convection Oven	University	University	University	Contractor or University
Electric Floor Kettle	University	University	University	Contractor or University
Hobart Slicer	University	University	University	Contractor or University
Ovention Matchbox Oven	University	University	University	Contractor or University
Roof Refrigeration Unit	University	University	University	Contractor or University
<i>Milk Dispensers</i>	University	University	University	Contractor or University
Tray Accumulator	University	University	University	Contractor or University
Back of House Ice Machine	University	University for work performed. Contractor for filter replacements	University	Contractor or University
Shocker Sports Grill	RSC Maintenance	University	RSC Maintenance	University or Contractor

5.9.2.4 Capital equipment owned by University or Rhatigan Student Center must remain in the Rhatigan Student Center or in the original location it is found unless the Contractor asks the University for permission to move it and the University agrees to the request. Any request by Contractor will not be unreasonably refused.

5.9.2.5 After consultation with Contractor regarding the disposition and use of excess Dining Services Program capital equipment, furnishings, or smallwares owned by University or Rhatigan Student Center, University or Rhatigan Student Center shall declare as surplus and dispose of any surplus property. Under no circumstances shall the Contractor remove any University or Rhatigan Student

Center owned equipment from the premises without written permission from the Contract Administrator.

- 5.9.2.6 Annually, but not later than December 1 of each year, Contractor shall advise University of requests for the ensuing year for new capital equipment or replacement of such current capital equipment that is worn beyond the point for which, in Contractor's opinion, the cost of repairing would exceed that of the purchase of new equipment. University shall be responsible for the final decision as to when it shall make the investment to replace any equipment.
- 5.9.3 Emergency Disposable Service Ware. If dishwashing facilities become inoperative and paper or other disposable service is required, Contractor shall be responsible for providing and maintaining an inventory of disposable service ware adequate to meet emergency needs. If the dishwashing facilities become inoperable due to Contractor's employee's negligence or misuse, Contractor shall pay all associated disposable service ware costs as a cost of operations. If the University owned dishwashing facilities malfunction is not due to Contractor's misuse and the University is unable to make repairs within ten (10) calendar days per incident, then University will be responsible for the costs associated with disposable service beginning Day 11.
- 5.9.4 Degreasing System. Contractor shall be responsible for performing the proper use and care of all degreasing system(s) associated with the Dining Services Program. Contractor shall provide University with a cleaning schedule, subject to University approval, and shall rigorously adhere to the approved schedule. Contractor shall be responsible, at Contractor's cost, for weekly industrial cleaning of the areas surrounding all grease traps associated with the Dining Services Program. Contractor shall be responsible for the regular preventive maintenance of the grease traps, including comprehensive annual maintenance at a time mutually agreeable to University and Contractor. Contractor shall perform duties specified below regarding grease traps:
- 5.9.4.1 In the Rhatigan Student Center, University shall make arrangements for the regular disposal/removal of contents from the grease trap(s) from University premises by a qualified disposal provider and in accordance with the University's environmental health and safety program. University shall pay the invoice and bill the Contractor for the invoice amount.
- 5.9.4.2 In Shocker Dining Hall, at Contractor's cost, Contractor shall make arrangements for the regular disposal/removal of contents from the grease trap(s) from University premises by a qualified disposal provider and in accordance with the University's environmental health and safety program
- 5.9.5 Pest Control. University will be responsible for scheduling and performing pest and insect control in all facilities associated with the Dining Services Program, including, but not limited to dining areas, production, service, storage, and employee support areas. The schedule of frequency of service shall be as determined by University. The direct cost of pest and insect control will be paid by University, who will in turn invoice the Contractor for provision of the service. Contractor shall consult and work collaboratively with the

Rhatigan Student Center, Housing and Residence Life, Risk Management, and Physical Plant in its pest control efforts.

5.10 Utilities. Utilities in this section are defined as natural gas, water, sewer, HVAC and electricity.

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

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

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

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

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

- 5.11.1 Gasoline, oil, maintenance, repair;
- 5.11.2 Vehicle replacement as needed; and,
- 5.11.3 Automobile insurance as per Section 17.3.

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

5.12 Sanitation and Hygiene.

5.12.1 The Contractor shall be responsible for custodial and sanitation of all food service loading dock, receiving, office, storage, support, warewashing, production, service and dining areas associated with the Dining Services Program, with the exception of mechanical and electrical rooms, and except as otherwise noted in this contract. This includes occupational health and safety measures necessary to comply with Federal, State, and local laws, ordinances, and regulations pertaining thereto. The Contractor shall adhere strictly to all pure food and drug regulations, health laws, ordinances, and regulations as promulgated by the State of Kansas, City of Wichita and agencies having authority thereunder, and shall indemnify and hold the University, its employees, and agents

harmless from all claims arising from Contractor's failure to adhere to such laws, rules and regulations. Housekeeping and sanitation programs must meet the highest standards of cleanliness, and sufficient to provide protective maintenance against unnecessary deterioration.

- 5.12.2 The maintenance of proper sanitation levels is the full responsibility of the Contractor. The University expects that a collaborative relationship will be developed between the Contractor's management staff and the University. Contractor is responsible to coordinate with the Kansas Department of Agriculture to annually inspect all food service facilities and operations associated with the Dining Services Program. All food service facilities and equipment will be maintained to the levels necessary to successfully pass each Kansas Department of Agriculture, Food Safety and Lodging Program inspection. Should violations occur, Contractor shall be responsible for remedying such violations by the date indicated in the Inspection Report. The foregoing notwithstanding, Contractor shall not be responsible for conditions which are the responsibility of the University under this Agreement. When possible, the appropriate University personnel as designated by the University's Contract Administrator shall be contacted to participate with any food service inspection. A copy of all Kansas Department of Agriculture, Food Safety and Lodging Program inspection reports will be forwarded to the University's Contract Administrator immediately following the inspection. If there are noted deficiencies, the Contractor shall include a written report that explains the cause and stipulates how the issues will be corrected.
- 5.12.3 Contractor shall engage a qualified, third party, University approved inspection service to conduct a health, safety, and sanitation inspection of each unit once per year at Contractor expense. A copy of the independent inspection report will be forwarded to the University's Contract Administrator immediately upon Contractor receipt.
- 5.12.4 Contractor shall train and ensure that its staff shall comply with the following hygiene standards:
- 5.12.4.1 Acceptable personal hygiene practices, including daily bathing, washing of hands with warm water and soap upon arriving for work and after using the restroom facilities;
 - 5.12.4.2 Clean and appropriate outer garments or uniforms;
 - 5.12.4.3 Hairnets or hats for all staff who have hair six (6) inches or longer; and,
 - 5.12.4.4 Removal of finger jewelry (except simple wedding bands) for food handlers.
- 5.12.5 Contractor shall be responsible for providing food handler certificates as required by law and ensure that all supervisors and managers are Serv-Safe certified. Contractor shall make certification available for review upon University's request.
- 5.12.6 For each operation associated with the Dining Services Program, the Contractor shall maintain the kitchen, loading dock, storage, dishroom, support areas (offices, employee locker rooms, etc.), food preparation, and serving area equipment and facilities in a clean and in sanitary condition through the length of the work day and on a daily basis, cost of which to be borne by the Contractor. Contractor shall be fully responsible for the custodial and sanitation requirements outlined below, at Contractor's cost. In the event that Contractor fails to perform its custodial

and sanitation obligations to University’s standards, University reserves the right to perform its own custodial and sanitation services and invoice Contractor for its associated labor and supply costs.

Area	Contractor Responsibility	University Responsibility
Back of House and Contractor Office Space		
Work Area Surfaces, Walk-in Coolers/Freezers, & Equipment, Including Transport Equipment	<ol style="list-style-type: none"> 1. Keep clean from spills, grease, debris and miscellaneous waste 2. Clean & sanitize daily 	
Dish Machine	<ol style="list-style-type: none"> 1. Clean & sanitize daily 2. De-lime as needed 	
Floors	<ol style="list-style-type: none"> 1. Keep clean from spills, grease, debris and miscellaneous waste 2. Clean & sanitize daily 	
Walls, Ceilings, Fan Blades, Wall Vents and Duct Covers Below Ceiling Level	<ol style="list-style-type: none"> 1. Keep clean from spills, grease, debris and miscellaneous waste 2. Clean & sanitize monthly 	
Back of House Windows	<ol style="list-style-type: none"> 1. Clean & sanitize daily 2. Provide regular cleaning of window coverings 	<ol style="list-style-type: none"> 1. Exterior window cleaning
Lighting and Light Fixtures	<ol style="list-style-type: none"> 1. General cleaning of all light fixtures 	<ol style="list-style-type: none"> 1. Lighting and light bulb replacement, including in exhaust hoods and walk-in coolers/freezers
Ventilation and Exhaust Hood Systems Below Ceiling Level	<ol style="list-style-type: none"> 1. Clean & sanitize exhaust hood canopies and filters as proscribed by manufacturer and/or local ordinance 2. Cleaning and maintenance of building ventilation systems, including deep cleaning of all exhaust hood duct work, plenum chambers and roof fans as needed or required by local ordinance, but no less than twice per year 	

Area	Contractor Responsibility	University Responsibility
Back of House and Contractor Office Space		
Loading Dock, Receiving & Trash Areas, and Supporting Elevators	<ol style="list-style-type: none"> 1. General cleaning of floors 2. Keep clean from spills, grease, debris and miscellaneous waste arising from Contractor’s operations 3. Weekly (or more frequently as necessary) industrial cleaning and sanitation of loading dock and loading dock trash areas 	<ol style="list-style-type: none"> 1. Quarterly deep cleaning
Storage Areas	<ol style="list-style-type: none"> 1. Keep neat, clean, and well organized 2. Maintain all food and supplies on shelving, pallets, or racks above floor level 3. Remove and dispose of surplus equipment once annually, upon approval of the Contract Administrator 	<ol style="list-style-type: none"> 1. Review requests for removal and disposal of surplus equipment
Gathering & Containerizing of Garbage & Recyclables	<ol style="list-style-type: none"> 1. Transport containerized garbage and recyclables from work area receptacles to designated dock area containers 2. Clean work area trash receptacles as needed to keep them clean and free from debris 3. Transport containerized used cooking oils to designated dock area tank 	<ol style="list-style-type: none"> 1. Garbage and Recycling pick-up from dock areas – Charge back to Contractor
Janitor’s Closets	<ol style="list-style-type: none"> 1. Clean & sanitize daily 	
Staff Restrooms	<ol style="list-style-type: none"> 1. Clean, sanitize, and supply daily 	
Front of House		
Serving Counters, Work Area Surfaces, Walk-in Coolers/Freezers, Tray Drop Areas & Equipment, Including Transport Equipment	<ol style="list-style-type: none"> 1. Continuous spot cleaning throughout service periods to keep free from spills, grease, debris and miscellaneous waste 2. Clean & sanitize at the end of the service day 	

Area	Contractor Responsibility	University Responsibility
Front of House (cont.)		
Serving Area Floors	<ol style="list-style-type: none"> 1. Continuous spot cleaning throughout services periods to keep free from spills, grease, debris and miscellaneous waste 2. Clean & sanitize floors in serving area at the end of the service day 	
Serving Area Walls, Ceilings, Fan Blades, Wall Vents & Duct Covers	<ol style="list-style-type: none"> 1. Continuous spot cleaning throughout service periods to keep free from spills, grease, debris and miscellaneous waste 2. Clean & sanitize monthly 	
Serving Area Lighting and Light Fixtures	<ol style="list-style-type: none"> 1. Keep all light fixtures clean 	<ol style="list-style-type: none"> 1. Serving Area Lighting and Light Fixtures Lighting and light bulb replacement for all lighting, including general area lighting, specialty lighting, heat lamps over serving counters, exhaust hoods and walk-in coolers/freezers (cost of light bulbs for these areas is a University cost)
Ventilation and Exhaust Hood Systems	<ol style="list-style-type: none"> 1. Clean & sanitize exhaust hood canopies and filters below ceiling level as proscribed by manufacturer and/or local fire authority 	<ol style="list-style-type: none"> 1. Cleaning and maintenance of building ventilation systems, including deep cleaning of all exhaust hood duct work, plenum chambers and roof fans as needed or required by local ordinances, but no less than two times per year, scheduled by RSC– paid by Contractor
Dining Seating Area Floors	<ol style="list-style-type: none"> 1. Spot clean as needed to keep clean from spills, debris and miscellaneous waste 2. Clean & sanitize public area floors at the end of the service day. 	<ol style="list-style-type: none"> 1. Periodic deep cleaning of public area floors (Housing & Residence Life and RSC to coordinate with University janitorial services)

Area	Contractor Responsibility	University Responsibility
Front of House (cont.)		
Dining Area Walls, Ceilings, Fan Blades, Wall Vents & Duct Covers	1. Spot clean as needed to keep free from spills, grease, debris and miscellaneous waste	1. Regular cleaning of walls, ceilings, fan blades, wall vents and duct covers
Dining Area Lighting and Light Fixtures		1. Cleaning of light fixtures 2. Lighting and light bulb replacement (cost of light bulbs for these areas is a University cost)
Tables & Chairs	1. Straighten tables and chairs as needed throughout service periods 2. Continuous bussing of tables throughout the service period 3. Continuous spot cleaning throughout the service period to keep clean from spills, debris, and miscellaneous waste 4. Clean & sanitize throughout the service period and at the end of each service day 5. Periodic deep cleaning of furniture upholstery, as needed and at least once per Fall semester and once per Spring semester	
Gathering & Containerizing of Garbage	1. Transport containerized garbage and recyclables from serving and dining areas to designated dock area containers, as needed during the day and at the end of each service day 2. Maintain loading dock areas free from un-containerized trash and debris of Contractor 3. Clean serving and dining area trash receptacles as needed to keep them clean and free from debris	1. Garbage and Recycling pick-up from dock areas – Charge back to Contractor
Public Restrooms		1. Clean, sanitize, and supply daily

- 5.12.7 Contractor shall develop, implement, and update cleaning and sanitation schedules for all equipment and areas associated with Contractor's assigned Premises. Cleaning must be sufficient to provide routine protective maintenance against unnecessary deterioration, and/or pest infestation, as well as provide a clean, neat and sanitary appearance. Upon review and approval of University's Contract Administrator, schedules shall be posted and implemented within 30 days of the start of this Agreement.
- 5.12.8 Contractor shall cooperate with University in minimizing disposal costs. Contractor shall provide for any special waste product or special product packaging removal.
- 5.12.9 University shall provide a two-day period twice per year, during which University dining facilities can be closed to operations. University shall coordinate said scheduled closures with Contractor. During these semi-annual closures, Contractor and University responsibilities shall be as follows:
 - 5.12.9.1 Contractor. Contractor shall be responsible to deep clean and sanitize all food service equipment, exhaust hood canopies below ceiling level, work tables, counters, and fixtures in Contractor's assigned production, serving, warewashing, and support areas, in accordance with manufacturers' instruction.
 - 5.12.9.2 University. For all areas of Contractor's assigned Premises, including dining areas, University shall deep clean and sanitize all floors, windows, walls, ceilings, light fixtures, furniture and furniture upholstery and air ducts. Additionally, University will clean exhaust hood ducts, plenums, and related units and fans in accordance with local ordinance.
- 5.12.10 When Dining Services Program Premises are closed for University breaks in schedule, these areas shall be left in a clean and ready-for-inspection condition. Work schedules shall provide sufficient personnel and time for full cleaning prior to a shut-down of three (3) or more calendar days.
- 5.12.11 When Contractor serves or caters food service outside its assigned Premises, Contractor shall be responsible for cleanup of service and food preparation areas at those locations, which shall be accomplished so as not to interfere with academic use of those locations.
- 5.12.12 University shall be responsible for any costs involved in setting up and cleaning of Contractor's assigned Premises for functions or events not managed by Contractor. University shall pre-approve all Contractor's cleaning supplies and equipment.
- 5.12.13 Contractor and University shall each be responsible to provide and pay for all necessary janitorial supplies for their respective areas of responsibility.

5.13 Food Safety and Quality Control.

- 5.13.1 Contractor shall develop and maintain a process that incorporates HACCP (Hazard Analysis, Critical Control Point) monitoring, testing and recording of serving and storage temperatures, as established by the United States Department of Agriculture and in full conformance with all state and local sanitation and safety regulations. The HACCP plan shall be provided by Contractor to University's Contract Administrator for review and approval.
- 5.13.2 Foods shall be stored served at industry standard temperatures, in conformance with HACCP standards and the requirements of the Kansas State Department of Agriculture and other applicable regulatory agencies.
- 5.13.3 Frozen foods, once thawed, shall not be refrozen. Leftover foods from meal service shall not be refrozen, but rather, shall be labeled, dated, and refrigerated. Such foods must be used within 24 hours, with the exception of mustard, ketchup, bread, and cheese.
- 5.13.4 All leftovers must be heated to internal temperatures in keeping with HACCP guidelines for re-use.
- 5.13.5 Contractor shall develop creative displays and attractive garnishes in each serving area. Serving lines, salad and deli bars, and all other food display areas are to be attractively decorated for each meal with seasonal décor or other items.
- 5.13.6 Attractive food wrappings are to be used as needed to protect freshness. Any food appearing discolored, unappealing or not fresh shall not be served. Leftover items which cannot be maintained at an acceptable and high level of freshness will not be served again.
- 5.13.7 The Contractor shall maintain and regularly revise standard recipes at the request of University in order to better respond to consumer demand. A complete standard recipe file shall be located on site at the Contractor's office.
- 5.13.8 Leftover foods may be donated to local charities so long as the associated food handling conforms to HACCP standards as well as state and local sanitation and safety regulations. Contractor will coordinate the donation of leftover foods with University or Student sponsored programs.

5.14 Procurement.

- 5.14.1 The Contractor shall procure all food, beverages, supplies and smallwares necessary for the effective operation of the Dining Services Program, as well as equipment, as requested or required by University. University accepts that Contractor or its parent company, Compass Group USA, Inc. ("Compass") may receive volume, trade or cash discounts for items purchased as part of doing business at University and that those discounts will accrue to Contractor and/or Compass and will not be credited back to University. University understands that certain charges reflected on the Profit and Loss statement are based on a portion of overall company expenses. The foregoing notwithstanding, Contractor will pay

University an amount equal to 2.5% of Contractor's invoice cost for nominated purchases of food for the University excluding food purchased for Branded Concepts. Nominated purchases shall mean those food and paper product items purchased from Compass' approved Vendors. Prompt payment discounts and any other rebates or allowances obtained from Contractors, suppliers or distribution companies, including those obtained through Contractor's national or regional purchasing arrangements based on Contractor's total purchases, will be retained by Contractor. Disposable dishware, flatware and other "take-out" paper or plastic products shall be shown as a separate line item under direct operating expenses. Contractor guarantees the total of the invoices amounts of such goods and any applicable procurement service fees will be comparable and competitive, on an aggregate basis with prices of similar goods and services in the local University area.

5.14.2 University retains the right to select and/or approve any Contractor used by the Contractor. Contractor will also purchase brand name products or equivalents, as specified by the University. Contractor and University recognize the value of securing sponsorship relationships for the University. Notwithstanding the foregoing, University will ensure that such sponsorship agreements do not impair the quality of the food and beverage Items served by Contractor (as compared to comparable items served at other similar venues in which Contractor or its affiliates provides food and beverage service) or increase the costs for such items (as compared to the Contractor' pricing for comparable items of similar size and quality). University and Contractor agree that they will not compromise the quality of the food and beverage Items served in the dining facilities in order to secure a sponsorship. In the event University desires to enter into a new sponsorship agreement (or enter into any other new relationship) that increases the costs that Contractor incurs, the University will contact Contractor, in advance, and determine if entering into a new sponsorship agreement or other new relationship that increases the costs that Contractor incurs will result in the Contractor demanding it be fully reimbursed for such cost increases or if the parties can agree to a price adjustment to offset the impact of such cost increases.

5.14.3 The Contractor shall engage in competitive specification buying. However, food, beverages, supplies, smallwares or equipment may be procured from a facility operated by the Contractor or a parent corporation provided that such food and supplies are acceptable with respect to quality and competitive price. Whenever the Contractor shall contract with any company controlled by or under common control with the Contractor, the terms thereof shall, on average, be no less favorable to the University than what the Contractor could have obtained in the public marketplace for materials or services of the same quality and quantity from independent third parties and on terms no less favorable to the University than those pursuant to which the affiliate provides similar services to any other comparable dining service operated by the Contractor. The Contractor shall advise the University of the substance of any such agreement.

5.14.3.1 When and where reasonably cost effective, Contractor shall provide and use Kansas made products and local Contractors. For the initial year of the contract, Contractor agrees that a minimum of 10% (as per the successful Contractor's proposal, subject to final negotiations with the University) of its purchases shall be agricultural products grown in Kansas. Thereafter, local agricultural products

purchase objectives shall be established as part of the Annual Strategic Action Plan.

- 5.15 Food Purchasing Specifications. Contractor shall adhere to the following standards in its food purchasing. The indicated grades are intended as minimum standards only, and Contractor shall exceed these minimums wherever possible. In the absence of grade labeling, Contractor shall provide University with package labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided. All other food stuffs not included in the above categories shall be of comparable quality.
- 5.15.1 Beef: Beef and Veal shall be USDA Choice or better, except for meat used in extended dishes, and ground beef, which can be USDA Select. Veal steaks shall be solid meat portions – not pre-formed from chopped or ground meat. Ground beef shall not exceed 20% fat content. All Beef served shall be inspected and passed for wholesomeness by official inspectors of the USDA.
- 5.15.2 Pork and Lamb: Pork and Lamb shall be USDA Grade A, #1. Pork steaks shall be solid meat portions – not pre-formed from chopped or ground meat. All Pork and Lamb served shall be inspected and passed for wholesomeness by official inspectors of the USDA.
- 5.15.3 Poultry: All poultry shall be Grade A or better and be inspected and passed for wholesomeness by the official inspectors of the USDA. Poultry shall be solid meat portions – not pre-formed from chopped or ground meat.
- 5.15.4 Seafood: All seafood shall be of the best quality, fresh or frozen, and conform to all standards and regulations of the Department of Health. Frozen fish and seafood shall be a nationally distributed brand, packed under continuous inspection of the USDA. Seafood selections shall be in keeping with the Monterrey Bay Aquarium’s Seafood Watch List Best Practices.
- 5.15.5 Deli Meat: Processed deli meats such as bologna or salami shall be an “all beef” or “all turkey” product.
- 5.15.6 Fresh Eggs: All fresh eggs shall be U.S. grade AA (Large or medium) and cage free.
- 5.15.7 Fresh Fruits and Vegetables: All fruits and vegetables shall be top grade, such as extra fancy, depending on the specific fruit or vegetable used in preparation of the finished product.
- 5.15.8 Canned Fruits: All canned fruits shall be U.S. Grade A Fancy, except Choice may be used for cooking purposes. Fruits shall be packed in light syrup.
- 5.15.9 Frozen Foods: All frozen foods shall be U.S. grade AA or A, depending on the specific product used and shall have been packed under continuous inspection by the U.S. Department of Agriculture.

- 5.15.10 Dairy Products: Milk products will be RSBT free, fortified with Vitamin D and be Grade A. Ice cream shall be available in a minimum of three flavors. Butter/Margarine shall be a minimum 92 score. Cheeses shall comply with Department of Health standards. Frozen dairy products shall comply with Department of Health standards.
- 5.15.11 Cheese: Cheeses such as Cheddar, Swiss and Monterey Jack shall be all natural, non-processed, when served as a prime ingredient in an entree, a sandwich ingredient, and sandwich spreads. American Process Cheese may also be served as a sandwich ingredient. In addition, processed cheese may be used in some cooking or as a less expensive alternative for some non-entree foods.
- 5.15.12 Trans-Fats. All food served in the Dining Services Program, whether prepared on site or purchased in a prepared state shall be free of trans-fats.
- 5.15.13 Antibiotics and Growth Additives: Contractor shall be required to demonstrate year over year continuous improvement toward reduction of antibiotics and growth additives in foods served.
- 5.16 Vegetarian and Vegan Foods. Contractor shall offer a wide variety of Vegetarian and Vegan foods in all areas of the Dining Services Program at every meal, and according to the following production standards.
 - 5.16.1 Vegetarian Cooking. Vegetarian menu items shall not be cooked in the same fat, sauce, or other cooking medium (to include the use of grill top and deep fat fryers) as non-vegetarian items.
 - 5.16.2 Vegan Cooking. Vegan menu items shall not be cooked in the same fat, sauce, or other cooking medium (to include the use of grill top and deep fat fryers) as non-vegan items.
- 5.17 Beverage Pouring Rights. As of the effective date of this Amended and Restated Agreement, the University is contracted with Heartland Coca-Cola for exclusive pouring rights through June 30, 2031. Subject to the provisions of Section 5.14.2, Contractor hereby agrees to abide with the requirements of this pouring rights contract requiring purchase from Heartland Coca-Cola and the service of only Coca-Cola products.
- 5.18 Campus Contracts. The University reserves the right to honor any existing campus wide contract between the University and an outside provider/supplier that was entered into prior to the Effective Date of this contract and/or the right to solely negotiate and enter into any type of campus wide University contract following the Effective Date of this contract, including but not limited to University's pouring rights agreement. Contractor agrees to abide by all applicable terms and conditions of the same in providing specific food/beverage items for the Dining Services Program. This Section is subject to the provisions contained in Article 5, Sections 5.14.2 and 5.17 above.
- 5.19 First Aid Equipment. Contractor shall be required to provide and maintain its own first aid equipment in each kitchen associated with the Dining Services Program.

- 5.20 Alcoholic Beverages. Contractor and University shall comply with all applicable state and local laws and all Board and University policies and procedures pertaining to the sale and service of alcoholic beverages at any University event regardless of location. If required by University, Contractor shall acquire and maintain catering liquor licenses, liquor permits and licenses as required for the University premises. Nothing in this section precludes Contractor from acquiring and maintaining a catering liquor license.
- 5.21 Parking. Contractor shall obtain its own parking spaces on campus, on a first come, first served basis for a fee paid directly to University in accordance with University's parking policies.
- 5.22 Use of Subcontractors: Contractor shall use subcontractors only with advance approval of the University. With the exception of vending services, which University agrees may be provided through a subcontractor, no portion of this Agreement may be sublet, sub-contracted or otherwise assigned by the Contractor without the prior written consent of University. The following requirements shall pertain to all Contractor's Subcontractors:
- 5.22.1 Subcontractor(s) must have proper license(s) and registrations as necessary to perform the resulting contract in the State of Kansas;
- 5.22.2 Contractor is required to assume full responsibility and liability for all project work and services performed by the Subcontractor(s);
- 5.22.3 All contracts between Contractor and Subcontractor must comply with the contract between University and Contractor. No conflicting terms and/or conditions will be allowed;
- 5.22.4 Contractor is required to ensure that Subcontractor(s) adhere(s) to all provisions and conditions of the Agreement;
- 5.22.5 Contractor will review with University any business plans for subcontracting prior to finalization of any agreement or conducting of business. University reserves the right to approve any Subcontractor and/or Subcontractor business plans;
- 5.22.6 University will not be a party to the terms or agreements of any contract between the Contractor and any Subcontractor;
- 5.22.7 In no case shall a Contractor subcontract survive the termination of this Agreement; and,
- 5.22.8 Contractor shall furnish the University with copies of all executed subcontracts upon written request of the University.

ARTICLE VI QUALITY CONTROL

- 6.1 Annual Program Report. Beginning November 2017, Contractor agrees to provide University with an Annual Program Report by November 1st of each year for the preceding contract year, to include, but not necessarily be limited to:

- 6.1.1 Dining Services Program highlights;
- 6.1.2 Customer satisfaction findings and opportunities for improvement;
- 6.1.3 Local Contractor/supplier partnership outcomes, challenges, and opportunities;
- 6.1.4 Academic partnership outcomes, challenges, and opportunities;
- 6.1.5 Student partnership outcomes, challenges, and opportunities;
- 6.1.6 Marketing outcomes, challenges, and opportunities;
- 6.1.7 Sustainability outcomes, challenges, and opportunities;
- 6.1.8 Equipment maintenance issues and equipment replacement needs;
- 6.1.9 Employee training recap;
- 6.1.10 Opportunities for Dining Services Program improvements; and,
- 6.1.11 Executive Summary of Dining Services Program financial results.

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

6.2 Reserved.

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

- 6.3.1 Contractor shall submit a quarterly operating report to University including operating and financial data, the content of which shall be as requested by University. Quarterly reports shall be submitted according to the following schedule: Reports for the quarter ending September 30 shall be submitted by October 31; reports for the quarter ending December 31 shall be submitted by January 31; reports for the quarter ending March 31 shall be submitted by April 30; and reports for the quarter ending June 30 shall be submitted by July 31.
- 6.3.2 University or its designated representative shall conduct a Quarterly Assessment of Contractor's performance.
- 6.3.3 Upon completion of the Quarterly Assessment, a meeting shall be held with the Contractor's General Manager and District Manager, and University's Contract Administrator and other University invitees. Results will be reviewed for alignment with the annual Strategic Action Plan and shall be used as a means for setting operating and financial goals for the next period.
- 6.3.4 Contractor agrees to cooperate with University in responding to any and all issues concerning quality assurance, especially complaints concerning customer service and/or the quality or nature of the food served by Contractor.
- 6.3.5 University reserves the right to conduct quality audits of Contractor's operations at any time, with or without advance notice to Contractor.

6.4 Customer Surveys. All customer survey instruments and collection processes shall be approved by University's Contract Administrator prior to survey administration. Survey results shall be shared in writing with University, along with the survey instrument and data collection process used. Customer surveys shall be conducted by Contractor at least once each academic year.

University reserves the right to conduct independent surveys and the results of those surveys shall take precedence over Contractor's customer surveys.

6.5 Customer Feedback. Contractor shall be proactive in creating and maintaining multiple options for customer feedback, to include, but not necessarily be limited to the following:

6.5.1 Comments regarding all of the Dining Services Program operations shall be received in an electronic format, including email, Instagram, text and/or any future electronic methods as may be agreed upon. Responses to the comments shall be made within three business days back to the initial commenter in an electronic format as well as being posted in a comment section of the Dining Services website;

6.5.2 Dining Services Program website; and,

6.5.3 Contractor's social media accounts for the Dining Services Program.

All feedback mechanisms shall be pre-approved by University's Contract Administrator.

6.6 Other Monitoring Techniques.

6.6.1 Contractor is encouraged to engage in other forms of customer monitoring such as intercept surveys and internet surveys to ascertain the likes, dislikes, and dining preferences of people who are members of the campus community but who do not use the Dining Services Program on a regular basis.

6.6.2 At least once per semester, Contractor shall conduct a 3rd party Mystery Shopper review of all Dining Services Program operations, at Contractor's expense. Contractor shall share results with University, including actions to be taken to address any reported deficiencies.

6.7 Dining Services Program Committees. One or more Dining Services Program committees may be established by University. Contractor shall participate in these committee meetings to hear feedback and discuss a variety of issues including, but not limited to, menus, pricing and portions, menu specials, preparation and service standards and practices, hours, trends, and news of the food service industry. The Dining Services Program committee or committees shall meet as often as deemed necessary by University.

ARTICLE VII WELLNESS

7.1 Wellness Program. Contractor shall provide nutrition-based Wellness Programs that encourage an understanding of nutritional needs, a commitment to the lifelong maintenance of good health, and an awareness of ecological, political, and special food issues. As part of this program, Contractor will be expected to provide the following:

7.1.1 Contractor shall provide nutrition-related services on a consulting basis and shall have a registered dietitian housed within the Contractor geographic district in which University is located. The dietitian's services shall include individual student consultation if requested, making a minimum of two (2) personal visits each semester and one (1) personal visit during the summer to coordinate the nutrition education program,

evaluating menus being served, assisting in making mutually agreeable adjustments to the menu, and observing food production and sanitation standards. Contractor shall submit a written report to University regarding the nutrition-related services provided within thirty (30) calendar days following the end of each academic year.

- 7.1.2 Information that gives the caloric and nutritional breakdown of all entrees and other portion-controlled food selections served at all Dining Services Program locations, including Contractor's subcontracted locations, if any. Where reasonably possible (as mutually agreed by University's Contract Administrator and Contractor), said information is to be provided on product packaging (for pre-packaged foods), and at each point of service/service platform, as well as available on Contractor's website for the Dining Services Program.
- 7.1.3 Information that gives the allergen content of all food selections served at all Dining Services Program locations, including catered events. Said information is to be provided on product packaging (for pre-packaged foods), and at each point of service/service platform, as well as available on Contractor's website for the Dining Services Program.
- 7.1.4 Nutrition and allergen awareness education boards in each serving area.
- 7.1.5 Nutrition and allergen awareness education through charts, posters, table tents, websites and other visual aids to be rotated monthly throughout the academic year, including monthly nutrition newsletter posted on website.
- 7.1.6 Contractor shall be expected to work toward continuous year over year improvement in the reduction and elimination of antibiotics and growth hormones in foods served within the Dining Services Program, with target objectives documented as part of Contractor's annual Dining Services Program Strategic Action Plan.
- 7.1.7 Contractor shall implement the following wellness initiatives in the first year of the contract:
 - 7.1.7.1 Superfoods campaign
 - 7.1.7.2 Eat local campaign
 - 7.1.7.3 Vegetable options at breakfast
 - 7.1.7.4 Offer more vegetable options at all points of service
 - 7.1.7.5 Imperfectly Delicious Produce program from local produce opportunities
 - 7.1.7.6 Whole grain bread options at delis and grills
 - 7.1.7.7 Salads composed of whole grains on salad bars
 - 7.1.7.8 Whole grain pasta option and brown rice options whenever rice or pasta is served
 - 7.1.7.9 Whole grain pancake options
 - 7.1.7.10 Monthly lunch and learn scheduled sessions

ARTICLE VIII ENVIRONMENTAL SUSTAINABILITY

- 8.1 Sustainability Plan. As part of the annual Strategic Action Plan, Contractor shall be responsible for developing and implementing a proactive Sustainability Plan for the Dining Services Program that

is fully aligned with the University's sustainability objectives, and on an ongoing basis, includes recommendations for year over year expansion and enhancements to University's and Contractor's sustainability initiatives. Contractor's Sustainability Plan shall address five key areas:

- 8.1.1 Minimization of environmental impact through the effective use of ecologically sustainable growing techniques; Integration of seasonally available local foods; Energy efficient transportation from farm to campus.
 - 8.1.2 Initiatives to ensure that management, kitchen and serving operations use resources efficiently through the effective deployment of resource-saving practice; Staff trained to understand energy efficiency tactics and other sustainable preparation objectives.
 - 8.1.3 Minimization of waste; Mechanisms for composting or otherwise reducing the impact of food waste. Use of ecologically sensitive packaging; Use of recycling, including cooking oil, and other efficient waste disposal mechanisms.
 - 8.1.4 Continuous evaluation and improvement of sustainability practices; Innovation in sustainability; Provision of education to both customers and Contractor's employees about innovations and reasons for operational decisions in food service.
 - 8.1.5 Incorporation of sustainable design principles in construction projects undertaken on behalf of the University.
- 8.2 At any point during the term of the Agreement, University reserves the right to require that Contractor implement a composting program, where Contractor and/or University has reasonable access to a composting site.
- 8.3 Contractor shall comply with all University Hazardous Waste handling and disposal requirements related to the Dining Services Program, provided that University reimburses Contractor for costs incurred only if the University requirements exceed Federal, State and City standards.
- 8.4 Contractor shall provide and manage the University's eco-ware (reusable) container program, to be available for use at University's residential dining operation. At any point during the term of the Agreement, University reserves the right to require that Contractor implement an eco-ware (reusable) container program at additional or all of the other Contractor's operations, including any subcontracted venues.
- 8.5 All disposable service ware used in Contractor's operations shall be at a minimum, recyclable, and preferably compostable, where Contractor and/or University has reasonable access to a composting site.

ARTICLE IX SAFETY AND SECURITY

- 9.1 University shall provide general security to University premises occupied by Contractor (Contractor's "Assigned Premises" or "Premises"). It is agreed that Contractor's Assigned

Premises are for use solely to fulfill Contractor's duties, and that Contractor shall at all times keep its Premises secured. Contractor shall adhere to the University Policies and Procedures and be solely responsible for the security of all its own property and of personal property under its custody and control on the Premises (including the personal property of Contractor's employees and agents), and for any repairs to or replacement or compensation for such property which may arise out of any theft, loss or damage thereto, and the University shall have no responsibility therefore.

- 9.1.1 In the event Contractor is required to share premises (e.g. dining hall and the student center), the Contractor shall be responsible for securing its Assigned Premises.
- 9.2 Contractor shall be responsible for any keys or locking devices provided to Contractor at the onset of the contract. Contractor shall be responsible for the cost of replacement of lost keys, and if University determines that keys lost by Contractor could compromise campus security, Contractor shall be responsible for all costs associated with re-keying designated food service locations. Contractor may, in writing, request that University re-key the facilities prior to the commencement of the contract, or at any time during the duration of the contract, however, any costs of such re-keying shall be the sole responsibility of Contractor.
- 9.3 Contractor shall be responsible for immediately reporting, both verbally and in writing, the following to University's Contract Administrator:
- 9.3.1 Any known facts relating to losses incurred as a result of break-ins to its assigned Premises or other University facilities;
- 9.3.2 Any accidents involving staff and customers or adverse behavioral incidents involving staff or patrons, which occur in or around Contractor's assigned Premises; and,
- 9.3.3 Any damage to property, unsafe conditions, or security hazards of which Contractor becomes aware, and, to the extent Contractor is responsible for such conditions, take appropriate action to remedy the condition(s).

ARTICLE X MARKETING

- 10.1 Marketing. Contractor shall aggressively market and promote University's Dining Services Program to all segments of the campus population. As part of the annual Strategic Action Plan, Contractor shall be responsible for developing and implementing a proactive annual Marketing and Communications Plan that is well integrated with University's Branding Program and promotes the Dining Services Program to the University community. The focus of the Marketing and Communications Plan shall be to maximize participation and sales in all Contractor's operations through use of active mechanisms such as special promotions, events, phone apps, and social media. Contractor shall continually initiate ideas for varied methods of service, merchandising, public relations, promotion, and menu presentation in all operations, at a standard similar to restaurant brands in the commercial marketplace.
- 10.1.1 At a minimum, the Marketing/Communications Plan must include the following:
- 10.1.1.1 Identification of target markets;

- 10.1.1.2 Specific strategies to build revenue, enhance satisfaction, and generate goodwill in the campus and local communities;
 - 10.1.1.3 Tactics for effective promotion and communication to the campus and local communities;
 - 10.1.1.4 Implementation plan and calendar;
 - 10.1.1.5 Marketing budget; and,
 - 10.1.1.6 Success measurement.
- 10.1.2 At a minimum, the Contractor shall be responsible to develop and produce the following materials in digital and printed formats to promote the Dining Services Program annually:
- 10.1.2.1 Resident Student meal plan brochure/postcard;
 - 10.1.2.2 Faculty and Staff meal plan brochure/postcard;
 - 10.1.2.3 Non-Resident Student meal plan brochure/postcard;
 - 10.1.2.5 Dining Services Program Nutrition and Wellness brochure;
 - 10.1.2.6 Dining Services Program Sustainability brochure;
 - 10.1.2.6 Campus Dining Map and Service Hours brochure;
 - 10.1.2.7 All Catering Menus and Promotional Material; and,
 - 10.1.2.8 Periodic newsletter with Dining Services Program highlights.

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

- 10.1.3 The form and content of all Marketing and Communications materials must be approved by University's Contract Administrator prior to printing or otherwise publishing. Contractor shall collaborate and work closely with the Contract Administrator in developing marketing and communications materials to ensure that the quality is first-rate, complies with University's graphic standards, and fully meets the needs of University.
- 10.1.4 Contractor shall be required to use the approved University logo on all letterhead, business forms, correspondence, advertisements, promotional pieces, marketing, the Dining Services Program website, etc., subject to compliance with University's graphic standards, approval by the University's Contract Administrator, and in accordance with the provisions in Section 17.16.
- 10.1.5 Contractor's Dine On Campus web site must be provided in an accessible format to allow individuals with visual impairment or hearing impairment to access information via screen readers or audio captioning.
- 10.2 Marketing Budget. Contractor shall be responsible for all costs associated with marketing the Dining Services Program, except as otherwise specifically agreed by University's Contract Administrator, in writing. To help ensure the continual implementation of its Marketing Program, Contractor shall budget a minimum of One and three-tenths percent (1.3%) of the prior fiscal year's total net sales for advertising, promotion, and related merchandising expenses for the following fiscal year. The following limitations shall apply in meeting the required expenditure:
- 10.2.1 Salaries and benefits of Contractor's on-site or regional Marketing staff shall not satisfy, in whole or in part, the required expenditure;

- 10.2.2 Third party costs such as promotional dollars from a soft drink Contractor shall not satisfy, in whole or in part, the required expenditure;
- 10.2.3 Franchise fees, product costs and other costs associated with branded concepts shall not satisfy, in whole or in part, the required expenditure; and,
- 10.2.4 Charges for Contractor's corporate marketing programs and/or collateral materials shall account for no more than 50% of the required expenditure.

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

- 10.3 Promotional Mailings. At University's sole option, Contractor's Dining Services Program promotional materials may be included in University promotional mailings at a pre-approved cost mutually agreeable to both parties. In the event that inclusion of Contractor's materials does not materially affect University's mailing cost, said inclusion shall be at no charge to the Contractor. Additionally, University shall provide, if such information has been declared public data, address labels for independent mailings requested by Contractor. University shall invoice Contractor for the actual cost to provide such address labels, and all production and mailing costs associated with independent Contractor mailings shall be paid by Contractor.

ARTICLE XI CONTRACT BOARD FOOD SERVICE

- 11.1 Service Locations. Contractor shall have exclusive rights to manage and operate the Contract Board Dining Program for University's residents and other dining patrons at the locations listed in Attachment 1, and at all new or relocated dining locations at the Main Campus identified in Exhibit A.
- 11.2 Service Days.
 - 11.2.1 Contract Board Food Service Days and Opening/Closing Schedules shall be as identified in Attachment 5.
 - 11.2.2 The Service Days and Opening/Closing Schedules may be adjusted by University during the academic year, or from year to year as part of the Strategic Action Plan, to reflect changes in customer needs and service. These changes will be mutually agreed upon, provided Contractor shall honor the reasonable requests of University.
 - 11.2.3 Unscheduled Service Days. Contractor acknowledges that it shall be required to provide Contract Board Food Service throughout the calendar year, on days that are not included in its Daily Rates for Contract Board Food Service (ex: Freshman Days, orientations, between semesters, commencement, and other non-academic periods). Service locations, hours of operation, and charges shall be mutually agreed upon and documented in Attachment 5.
 - 11.2.4 Contractor acknowledges that the Contract Board Food Service shall potentially be required to operate 365 days per year to meet the growing needs of University community.

11.3 Hours of Operation.

11.3.1 Contract Board Food Service hours of operation locations shall be as identified in Attachment 5.

11.3.2 Hours of operation may be adjusted by University during the academic year, or from year to year as part of the Strategic Action Plan, to reflect changes in customer needs and service. These changes shall be mutually agreed upon, provided Contractor shall honor the reasonable requests of University.

11.3.3 Contractor agrees to provide extended service hours (early morning; late night) during exam periods, at locations as mutually determined by University and Contractor. The agreed upon extended service hour schedule shall be as identified in Attachment 5.

11.4 Meal Plan Structure and Pricing. The structure, pricing, and policies (ex: rollover; forfeiture; included guest meals, etc.) for meal plans offered at the University shall be determined by University annually and shall be documented in Attachment 3. Subject to Kansas Board of Regents annual approval, meal plan rates and prices for other products and services will increase in each subsequent year by an amount to be negotiated, taking into account population, hours of operation, other conditions, labor costs (including but not limited to benefits and insurance costs), product costs, fuel costs, federal, state and local tax structure, any change in federal, state or local law including regulatory or legislative mandates, any other levy or tax that impacts Contractor's services, and variances between operating conditions as described by University prior to execution of this Agreement and actual operating conditions during the Term, including without limitation student population, maintenance expenses and utility costs. Changes in meal plan rates, catering, concession, and retail prices shall be not less than the greater of the average annual increase in the Employment Cost Index, Private Industry, Compensation, Not Seasonally Adjusted – CIU2010000000000A ("ECI") or the Consumer Price Index – Food Away From Home CUUR0200SA0 ("CPI") in the month of September to take effect in the next fiscal year, but never less than 4% or more than 6%, subject to the following specific exceptions:

- The Increase in Meal Plan Rates and Pricing for Fiscal Year 2025-26 shall be 4%

If the percentage increase in the ECI or CPI exceeds 6%, upon Contractor's request, the Parties shall negotiate in good faith to adjust services or financial terms to offset such increase in excess of 6%. It is further agreed that with respect to national brands, pricing will be competitive with prices available in the community outside University's campus, and price adjustments to such items will be permitted during the academic year.

11.5 Door Pricing. Door pricing at residential dining locations shall be as documented in Attachment 4 and shall be subject to adjustment from year to year as part of the Strategic Action Plan and in accordance with Section 11.4.

11.6 Contract Board All You Care to Eat (AYCE) Dining Operations. The following standards apply to all current and potential future AYCE dining operations and meal service, except as specifically noted otherwise:

- 11.6.1 The serving concept shall be such that the consumer will be able to make individual item selections from the various menu options available, with unlimited servings of all food and beverage items (exceptions may be made for Premium entrée, Special Meals, and/or Special Events that are mutually agreed to in advance by Contractor and University's Contract Administrator).
- 11.6.2 Contractor shall provide for resident take-out meals during regular operating hours at all Contract Board AYCE service locations, in exchange for a meal swipe. The take-out meal program and exchange allotments shall be as mutually agreed to by University and Contractor.
 - 11.6.2.1 Hot Take-out Meals. At the time the card is swiped, the student shall receive a reusable take-out container with a lid. The student may fill the take-out container and beverage cup and must then exit the servery/dining room immediately. The lid must close on the container and there are no return visits for seconds without another swipe of the meal card.
 - 11.6.2.2 Students can take-out only one meal per meal period. If a meal is taken out, no more meals may be eaten during this period, unless meal plan policy allows it for the specific plan(s).
- 11.6.3 Contractor shall allow a contract holder or cash guest to carry out one (1) piece of hand fruit, e.g. whole apple, banana, orange, etc., or one (1) frozen yogurt or ice cream cone from the residential dining facility.
- 11.6.4 Standing Order Take-out Meals. A standing order take-out lunch or dinner meal shall be available when a customer provides written evidence that he/she cannot be present during serving hours identified in Attachment 5 due to a class, other university-sanctioned activity, or work conflict. All requests by the customer must be submitted twenty four (24) business hours in advance. Standing order take-out meals shall be available for vegetarians, vegans and others on special diets and shall be comparable to meals available in the dining service facility utilizing the same preparation standards, service standards and portions. Menus must vary for those customers who have a standing order take-out meal. Standing order take-out meals are not available for breakfast.
- 11.6.5 "Sick" trays shall be provided by Contractor. Arrangements for "sick" trays shall be by mutual agreement between University and Contractor. Disposable containers and flatware shall be used.
- 11.6.6 With the exception 11.6.2, 11.6.3, and 11.6.4, food obtained in Board Contract operations must be consumed within the dining area, except as otherwise agreed to by Contractor.
- 11.6.7 Contract Board Food Service patrons may not remove any china, glassware or utensils from Contract Board Food Service locations.
- 11.7 Menuing and Food Preparation.
 - 11.7.1 Contractor will provide a minimum six-week cycle menu, prepared in accordance with

nutritional standards of the Academy of Nutrition and Dietetics; entrees shall not be duplicated between lunch and dinner on the same day or from day to day. Minimum variety standards for each meal shall be mutually agreed to by Contractor and University's Contract Administrator.

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

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

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

11.7.5 Throughout all Contract Board mealtimes, Contractor will provide an allergen free service station, nut, dairy, and shellfish, and including Contractor's "Avoiding Gluten?" program.

11.7.6 Bakery items shall be produced in Contractor's Premises wherever feasible with existing baking facilities and equipment. Pre-prepared mixes and doughs are permissible, but every attempt shall be made to provide products that are "homemade." Sandwich breads, hamburger and hot dog buns, bagels, English muffins and other such items may be purchased from commercial bakeries.

11.7.7 Leftover foods shall be kept to a minimum, refrigerated as necessary in shallow pans after each meal, properly covered, labeled with product name and date and used promptly. Leftovers cannot be frozen and shall be served as an extra selection within 24 hours. Under no circumstances shall leftovers be used to replace any approved menu selection.

11.8 Service Standards.

11.8.1 Hot foods shall be served hot (above 140 degrees Fahrenheit) and cold foods shall be served cold (below 40 degrees Fahrenheit).

11.8.2 Contractor shall use merchandising and food presentation techniques that showcase the products offered and have strong eye appeal.

11.8.3 All food shall be garnished for attractive presentation wherever possible. Serving stations, salad bars, and food display areas shall be decorated at all times with seasonal

displays, flowers, etc. Food items at the service stations and salad bars shall be readily identifiable with attractive, professionally produced, and individual labels.

- 11.8.4 Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served. Contractor shall adhere to the general food service industry guide: if you are not willing to purchase or consume the product yourself, it should not be displayed.
- 11.8.5 All serving stations and bars are to be well stocked throughout the entire posted serving times until 15 minutes after closing to allow late students to be served. The last customer is to be offered the same range of choice as the first.
- 11.8.6 Certain food accompaniments shall automatically be served with some dishes and placed in the condiment section. Other accompaniments such as sauces, sugar and cream, ice and butter shall be placed as close to corresponding food or beverage as possible.
- 11.8.7 Display and serving areas shall be clean, sanitary, orderly and attractive at all times. Any spillage or soiled spots shall be removed promptly from counters, steam table pans, general serving and dining areas and floors. Broken items shall be promptly removed from the area.
- 11.9. Special Event Meals. Contractor will provide a number of special event meals annually, including in conjunction with major University events and holidays. Special Event Meals will include appropriate dining room and service area decorations, and provision of entertainment is encouraged. The schedule of Special Event Meals shall be as mutually agreed to by Contractor and University as part of the annual Strategic Action Plan.
- 11.10 Educational Programming. Contractor will provide a number of educational programs and events annually, including partner programming with University departments and academic units, to educate and influence student behavior in the areas on nutrition and sustainability, with schedule of events as mutually agreed to by Contractor and University as part of the annual Strategic Action Plan.
- 11.11 Special Diets. Contractor shall provide special diets for students when approved in writing by a physician and University's Contract Administrator or designee. Contractor's dietitian shall assist the Contract Board Food Service Manager in providing daily special diet choices. The cost charged to University for provision of the diet shall not exceed the contract cost based on Contractor's daily rate. Contractor shall maintain written documentation of approved special diets and, as requested, provide to University's Contract Administrator for review.
 - 11.11.1 Student requests for release from a mandatory meal plan, must first apply to qualify for a special diet. If accommodations cannot be made under the special diet provision to accommodate a student's needs, then the General Manager and the University's Contract Administrator must agree to release a student from their mandatory meal plan based on a prorated basis if the student has already purchased a meal plan.

- 11.12 Athletic Meals. Contractor shall work with the Athletic Department to provide specific meals based on player requirements, as approved by the University's Contract Administrator.
- 11.12.1 When requested by the Department of Athletics in advance, and, where applicable, take-out meals or campus-to-campus meal transfers for team travel shall be provided at no extra cost for student athletes who hold a Board contract.
- 11.12.2 Pre-game (Team) meals shall be negotiated between University's Department of Athletics and Contractor and in no event shall the charges for providing said meals be less than the actual cost to provide, unless mutually agreed upon between University's Contract Administrator and Contractor.
- 11.12.3 Pre-season meals for athletes on campus prior to the beginning of the Fall or Spring terms shall be negotiated between University's Department of Athletics and Contractor, and in no event shall the charges for providing said meals be less than the actual cost to provide, unless mutually agreed upon between University's Contract Administrator and Contractor.
- 11.13 Student Pre-Semester Meals. Meal service for student personnel of the Department of Residential Life and other departments University deems essential to be on campus prior to the beginning of the Fall or Spring terms, shall be negotiated between University and Contractor and in no event shall the charges for providing said meals be less than the actual cost to provide, unless mutually agreed upon between University's Contract Administrator and Contractor.
- 11.14 Special Meals. University may request special meal service (e.g. floor dinners/picnics, moonlight breakfasts) a minimum of seven (7) calendar days in advance. Such service shall be requested in advance and shall be held in accordance with the policies and procedures developed by University. When the food cost associated with this service exceeds Contractor's average daily cost per meal served, Contractor is authorized to charge group an upcharge equal to the excess cost.
- 11.15 Food Fasts. Contractor shall participate in "fasting projects" sponsored by University by providing a monetary contribution to a University chosen charity in an amount equal to the food cost associated with the voluntary reduced participation of Contract Board Food Service diners on a given day. University will then donate this contribution to the chosen charity.
- 11.15.1 University and Contractor shall mutually agree to the number of meals a student may donate per event and limit these fasts to two (2) per year.

ARTICLE XII RETAIL FOOD SERVICE

- 12.1 Service Locations. Contractor shall have exclusive rights to manage and operate University's Retail Dining and Convenience Store locations identified in Attachment 1 and at all new or relocated Retail Dining and Convenience Store locations on the Main Campus as identified in Exhibit A.
- 12.2 Service Days and Hours. Retail Dining and Convenience Store service days and service hours shall support student lifestyles, as identified in Attachment 2 for the first year of this Agreement.

Subsequent year's hours of operation shall be mutually determined by University and Contractor in the Strategic Action Plan, approved by University's Contract Administrator.

12.2.1 Contractor shall have all retail locations in the Rhatigan Student Center and Shocker Hall open for the following days:

- Orientation
- Move In Day
- Move Out Day
- State Track Meet (KSHSAA State Championship)
- Admissions Visits Days

12.3 Methods of Payment. Contractor shall accept cash, credit cards, debit/check cards, brand restaurant gift cards, and University declining balance accounts associated with the Dining Services Program, as payment in all Contractor's Retail Dining and Convenience Store locations.

12.4 Retail Dining and Convenience Store Operations.

12.4.1 Contractor's Retail Dining and Convenience Store operations shall include a broad selection of culturally diverse concepts and offerings taking into consideration the shifting ethnic, racial and international demographics of the community. The concept mix shall be mutually agreed to by University and Contractor.

12.4.2 Each Retail Dining and Convenience Store operation shall offer a sufficient number and variety of vegetarian and vegan entrees and other foods so that an individual can easily maintain a vegetarian or vegan diet. For each operation, minimum variety standards for these foods shall be mutually agreed to by Contractor and University's Contract Administrator.

12.4.3 Each Retail Dining and Convenience Store operation shall offer a sufficient number and variety of low calorie, low fat, and low cholesterol foods so that an individual can easily maintain a low calorie/low fat/low cholesterol diet. For each operation, minimum variety standards for these foods shall be mutually agreed to by Contractor and University's Contract Administrator.

12.4.4 Wherever feasible, Contractor will use just in time or cook to order food preparation methods in its Retail Dining operations.

12.4.5 All Retail Dining operations shall offer bundled meal options (ex: entrée + side + drink) as part of its pricing structure to customers, except as otherwise specifically agreed by University's Contract Administrator.

12.4.6 University reserves the right to request a survey at University's expense to determine the acceptability of proposed brands/concepts prior to implementation.

12.4.7 For all Retail Dining operations, including branded concepts, the cost of equipment, trade dress and other materials not already provided by University shall be part of Contractor's Capital Investment, subject to the financial terms and provisions of Section 16.16.

- 12.4.8 For all Retail Dining and Convenience Store operations, Contractor shall understand the volume of business at different dayparts, and staff accordingly to provide maximum service at all times, including peak mealtimes.
- 12.4.9 Contractor and University shall mutually agree upon programs that will offer patrons the ability to order items via mobile application, on-line, and/or by telephone. Hours of availability and order pick-up locations shall be mutually agreed upon by University and Contractor.
- 12.5 Branded Concepts and Contractor Brands. As part of its Retail Dining venue mix, Contractor is encouraged to offer as many local, regional, and national Branded Concepts as deemed appropriate or financially feasible by the Contractor. Contractor shall operate Branded Concepts at University's Premises under the conditions set forth below.
- 12.5.1 Contractor shall bear all the expenses for furnishing any and all Branded Concepts and Contractor Brands free of all franchise and/or license fees to University.
- 12.5.2 Contractor shall control all aspects of the Branded Concepts and Contractor Brand operations, including menus, recipes, pricing, staffing and hours of operation (as required by each Branded Concept and Contractor Brand license agreement).
- 12.5.3 Representatives of the licensors/franchisors of Branded Concepts shall be allowed access to the Premises during reasonable business hours for quality assurance inspections of the Branded Concepts.
- 12.5.4 Contractor shall notify University ninety (90) calendar days in advance of any termination or expiration of a license or franchise agreement related to a Branded Concept or Contractor Brand. Contractor and University shall mutually determine what operation, if any, shall replace the concept. In any event, all Branded Concept and Contractor Brand operations shall terminate upon termination or expiration of this Agreement.
- 12.5.5 Upon termination or expiration of this Agreement, for all Contractor Brands, Contractor shall remove all trade dress and proprietary equipment owned by Contractor.
- 12.6 Convenience Stores.
- 12.6.1 Products. Contractor shall provide products popular with student lifestyles in the convenience stores; the product mix shall be mutually agreed to by University and Contractor. Products such as heat-n-serve, canned and frozen products, snack items, beverages, health and beauty, basic school supplies, grab and go, and other products commonly purchased by students shall be readily available. Other foodservice items that are manually produced by Contractor shall also be available for sale. In the event that this is the only venue open to students and the campus community, University may request that the Contractor expand the offerings for a temporary period of time to include such items as brewed coffee, pastries, salads, and sandwiches with disposable utensils.

- 12.6.2 Dated Products. Products shall not be left on the shelf past the pull-dates. If necessary, price reductions shall be made to move the product quickly as the pull-date approaches.
- 12.6.3 Merchandising. Contractor shall apply standard industry merchandising techniques in the stocking and display of products for sales.
- 12.7 Special Promotions and Special Events. On a year-round basis, Contractor will provide a number of monthly Special Promotions and Special Events in its Retail Dining and Convenience Stores, with the schedule as mutually agreed to by Contractor and University as part of the annual Strategic Action Plan. Contractor shall participate in major university events and holidays by offering appropriate dining service specials that complement these events, including dining room and service area decorations.
- 12.8 Market Basket. As part of the development of the Strategic Action Plan, Contractor shall conduct an annual Market Basket survey of the local restaurant competitive environment, and a separate Market Basket survey of the local grocery/convenience store competitive environment. Products to be benchmarked shall be mutually agreed to by Contractor and University's Contract Administrator.

ARTICLE XIII CATERING SERVICES AND SUMMER CONFERENCE DINING

- 13.1 Exclusivity. Contractor shall have exclusive rights to manage and operate Catering Services at the Premises listed in Attachment 1 subject to the provisions in Section 3.2 and all of its subparts, above. Upon mutual agreement with University, Contractor may relinquish its exclusive catering rights for a specific, pre-identified event. Other provisions pertaining to catering exclusivity are set forth in Article III.
- 13.2 Catering Services. The Contractor shall develop and furnish a complete Catering program that is consistent with the high-quality image that University projects to its internal and external publics. All Catering events must be conducted in a first-class, professional manner with regard to creativity, presentation, quality of food and service. The following shall be minimum requirements of the program:
- 13.2.1 Contractor shall provide a professional, web-based software platform for menu access, ordering, confirmation, and invoicing of Catered events. Information to be available on the Catering platform shall include but not be limited to the following:
- 13.2.1.1 All standard Catering menus, with pricing, with liberal use of professional illustrative photography of available offerings;
 - 13.2.1.2 All Catering policies; and,
 - 13.2.1.3 All Catering service charges and ancillary fees.

The Catering software system shall be accessed via link on the Dining Services Program website. Contractor shall be responsible for confirming the receipt of all orders or change orders within one business day of receipt.

- 13.2.2 Contractor shall provide a comprehensive and culturally diverse catering menu, encompassing breakfast, lunch, dinner, beverage/snack breaks and receptions, and offering a wide variety of price ranges, to meet the intent of the program. Where financially feasible, Contractor shall incorporate use of locally sourced offerings in developing its menus. At least twice annually, Contractor shall update its Catering menus to reflect incorporation of new menu choices, particularly those that showcase seasonally available options.
- 13.2.3 Contractor shall be sensitive to the differing needs of various university constituencies and recognize that creative menus and culturally aware service techniques are required to support University's reputation for excellence and innovation, as well as the diversity of its community.
- 13.2.4 Due to operating budgets, University personnel are often sensitive to price. Contractor's Catering menus shall be flexible enough to provide serving sizes and service options that will accommodate these concerns. The catering program must be priced competitively to the local area, as evidenced by an annual Market Basket survey of the competitive environment in conjunction with the development of the Strategic Action Plan. Menu items to be benchmarked shall be mutually agreed to by Contractor and University's Contract Administrator.
- 13.2.5 Contractor must provide a minimum of four (4) tiers of service similar to those described below to maximize service to customers.
- 13.2.5.1 Budget Service: Foods and beverages available for pick up with no Contractor set up or bus service.
- 13.2.5.2 Value Service: Drop off buffet service with limited set up and bus service limited to clean up.
- 13.2.5.3 Full or Premium Service: Buffets or served meals with full wait staff and bus service.
- 13.2.5.4 Student Catering: Budget friendly menu available to Student Affairs staff and registered student organizations in support of student and resident activities.
- Contractor shall develop and document event and service standards for each service tier, subject to University review and approval.
- 13.2.6 Contractor must honor the specific commitments of menus, prices, and other arrangements made by the previous Contractor, and known by University, for catering service prior to beginning of this contract.
- 13.2.7 Contractor shall be responsible for the proper training of any employee assigned to catering events.
- 13.2.8 The Contractor shall insure that events are adequately staffed so that customers are served promptly, efficiently and professionally at all times, and that meet or exceed the

level of service expected by the customer and University. The following minimum staffing guidelines will be used:

Buffet Lunch or Dinner	1 server per 25 guests
Served Lunch or Dinner	1 server per 16 guests
Receptions	1 server per 40 guests
Bartenders	1 server per 75 guests

- 13.2.9 The Contractor shall insure that events are completely set up and ready for service at least thirty minutes prior to the scheduled event start time.
- 13.2.10 All catering equipment and supplies must be removed by Contractor within two (2) working hours after the close of the event or 30 minutes prior to the next scheduled event should same venue is being used for a subsequent event in less than two hours.
- 13.2.11 University catering events may occur at many different locations on the campus and occasionally off site. The Contractor’s Catering Manager will be required to work closely with the appropriate University departments and contacts in order to insure the highest quality of service, regardless of the location of the event.
- 13.2.12 At least once annually, Contractor shall, at Contractor’s cost, host a Catering Showcase for University catering arrangers to highlight new products and presentation capabilities.
- 13.2.13 China, glass, silver and paper service ware used for catered events shall be of superior quality. Minimum service ware standards shall be mutually established and agreed to by Contractor and University based on event type and location. The Contractor shall be solely responsible for securing its equipment promptly at the closing of an event. When not available from the Contractor’s standard catering equipment inventory, the Contractor must supply or rent specialized catering equipment as a pass-through expense to the event, without mark up.
- 13.3 Approvals. Catering menus, pricing, portion servings, policies, and service charges shall be subject to University for review and approval prior to dissemination, with prices subject to adjustment from year to year as part of the Strategic Action Plan and in accordance with Section 11.4.
- 13.4 Catering Space. University shall control the space commitment and scheduling of authorized University catered events.
- 13.5 Furniture Set-Up. University shall work with the individual or department responsible for the venue’s furniture set-up and tear down, excluding catering equipment and supplies, food, and catering generated waste, which shall be the responsibility of Contractor.
- 13.6 Event Admissions Control. Contractor shall be responsible for control of admissions and collection of tickets for catered events where required.
- 13.7 Invoicing and Collections. Contractor shall be responsible for the invoicing and collection of all Contractor catered functions. Contractor shall accept purchase orders, departmental funds, checks, cash, credit cards, and debit/check cards as payment. If a University invoice is past due

and Contractor has followed all steps of the approval and signature process and has a valid purchase order number, then the University's Contract Administrator shall intercede to expedite payment of the invoice, it being understood that University is responsible for catering invoices due from University offices and departments.

13.8 Billing Non-University Patrons. Contractor shall be responsible for invoicing and collection for all amounts due from Non-University groups, except when University, Contractor, and other parties agree otherwise in writing.

13.9 Catering Meetings.

13.9.1 Contractor shall be required to attend University event planning meetings to review catering needs and orders as required.

13.9.2 Contractor shall meet a minimum of quarterly with University to evaluate the catering program and, as necessary, make revisions to improve overall service.

13.10 Summer Conference Service. A summer conference service, as Contract Board program, may be implemented by University if conference residential participants warrant such a service. The cost of the service shall be negotiated between University and Contractor.

13.10.1 Contractor shall proactively partner with the University to provide food service for conferences and events occurring over the Summer term and throughout the year.

13.10.2 As part of the Strategic Action Plan, Contractor shall provide proposed rates for summer conferences to University for the ensuing year, no later than December 1st of the current year. If requested by University, periodic meetings shall be held throughout the year to determine the pricing format, services desired, conference schedules, numbers, dates, desired feeding locations, and any other pertinent information.

13.10.3 Menus may be varied to suit the clientele, but the meals shall be provided with service, food preparation, and presentation at a level of quality at least equal to that of the regular academic year.

13.10.4 Summer programs, including camps that service youth attendees shall have menus that follow the guidelines established by the Kansas Department of Education and offer a variety of price points and menu offerings.

13.10.5 Contractor must honor the specific commitments of menus, prices, and other arrangements made by the previous Contractor, and known by the University, for conference and event meals prior to beginning of this contract.

ARTICLE XIV VENDING SERVICES

- 14.1 Exclusivity. Contractor shall have exclusive rights to manage and operate Vending Services at the Premises listed in Attachment 1, and at new and relocated facilities at which Vending Services are provided on the Main Campus as identified in Exhibit A. Cold beverage vending is excluded from these rights.
- 14.2 Locations. Contractor shall provide Vending Services either directly or through subcontracting with a Vended Services company approved by the University's Contract Administrator in specific locations designated by the University. Recommendations to modify locations or add locations shall be part of the annual Strategic Plan, submitted to the Contract Administrator for approval.
- 14.3 Condition. Contractor shall install vending machines that are new or have a like new appearance and function. The purchase or lease price of the vending machines shall be the sole responsibility of the Contractor.
- 14.4 Service. Vending machines shall be checked and fully restocked as required for each vending location at a minimum of two times weekly, or more often as required to ensure that products do not run out. Contractor will review the service schedule with the Contract Administrator, and the Contract Administrator will make modifications to product selections and/or restocking schedules as required, based on evidence of changes in demand.
- 14.5 Refunds. Contractor shall establish a procedure in conjunction with the Contract Administrator. Contractor to ensure that customers receive refunds within 24 hours due to equipment malfunctions and/or substandard or damaged products.
- 14.6 Maintenance. Contractor shall be responsible for maintenance of all vending equipment. Contractor guarantees an initial response time of not more than 4 hours after receipt of a maintenance request from the Contract Administrator or the GM. Necessary repairs shall be undertaken within 24 hours of the maintenance request. Upon investigation, if the equipment in question is required to be taken out of service for more than 72 hours, Vendor will install comparable, temporary replacement equipment, at Vendor cost, until such time as equipment is repaired or permanently replaced.

ARTICLE XV CHILD DEVELOPMENT CENTER

- 15.1 Contractor shall provide to the Child Development Center (CDC) bulk food and beverage products for clients and staff for breakfast, lunch and a snack, five days a week Monday-Friday for a daily rate as specified in Attachment 6.
- 15.2 Contractor shall be responsible for all aspects of dining at the CDC including but not limited to staffing, menu development to meet CACFP guidelines, food and supply ordering, maintaining smallwares inventory, food production at alternate location with delivery to CDC, portioning food into smaller containers, distribution of food/beverages and service ware to classrooms according

to CDC timeline, collection of all service items from classrooms, dishwashing/sanitizing of service ware items, sanitation of delivery carts and kitchen, preventative maintenance and repair of kitchen equipment, cleaning supplies and dishwasher supplies.

- 15.2.1 CACFP guidelines: http://www.kn-eat.org/cacfp/cacfp_menus/CACFP_Home.htm.
 - 15.2.2 CDC shall develop and provide to the contractor a sanitation checklist to ensure contractor's staff is completely all required sanitation duties.
 - 15.2.3 As part of the annual Strategic Plan, Contractor shall submit a daily rate and per meal rates for services, which will be adjusted in accordance with Section 11.4, an updated timeline for daily service (called Kitchen Timeline) and updated job description for dining services employee.
- 15.3 Contractor shall report to CDC Director and be subject to quarterly CDC Key Performance Indicator (KPI) reviews.
- 15.4 Contractor to bill CDC the dining services program subsidized daily cost per child on a weekly basis.
- 15.5 The University shall work to ensure the CDC is at a financial break-even point by September 30, 2027. If the CDC is not at a financial break-even point by September of 2027, the Parties shall mutually agree on financial adjustments to offset the financial loss sustained by Contractor as a result of such failure to achieve financial break-even.

ARTICLE XVI FINANCIAL ARRANGEMENTS

- 16.1 Financial Structure. Except as otherwise authorized in this Agreement, Contractor shall operate the Dining Services Program on a profit and loss basis, whereby Contractor shall collect all Sales Revenue and pay all Contractor Paid Allowable Expenses. In the event that Contractor Paid Allowable Expenses, as defined in Article II, exceed Sales Revenue, Contractor shall be responsible for the loss. In the event that Sales Revenue exceeds Contractor Paid Allowable Expenses, Contractor shall retain the surplus.
- 16.2 Contractor Paid Allowable Expenses. Except where otherwise noted, Contractor will be responsible for all cost charges and expenses incurred in connection with the Dining Services Program, to be fully expensed in the year incurred. Contractor shall identify all indirect costs and/or corporate overhead costs (including Administrative Overhead, Purchasing charges, etc. Cost charges and expenses shall include the following, and only the following, amounts directly attributable to the operation of Contractor's Dining Services Program at Wichita State University:
- 16.2.1 All Food, Beverages, and Operating Supplies,
 - 16.2.2 Salaries, wages, and other compensation (if any) of employees assigned to the Premises only; Temporary labor agencies expenses may also be included, if approved by the University's Contract Administrator;
 - 16.2.3 A flat charge of 43.5 percent of gross payroll will be reflected on the operating statement to cover payroll taxes and employee benefit costs. Such costs include medical plans, life insurance, FICA, FUI, SUI, Workers' Compensation insurance, state disability insurance,

- 401(k) and payroll and benefit plan preparation and processing, and costs imposed due changes in any federal, state or local law including regulatory or legislative mandates, and legal costs. This rate may change as benefit, tax and other associated costs change;
- 16.2.4 Relocation expenses for members of Contractor's On-Site Management Team;
 - 16.2.5 Employee background checks and other hiring costs for non-management personnel;
 - 16.2.6 Direct employee training expenses, as identified in the University approved Strategic Action Plan;
 - 16.2.7 Uniforms:
 - 16.2.8 Laundry and linen purchase/rental;
 - 16.2.9 Paper supplies and disposable ware;
 - 16.2.10 Insurance
 - 16.2.10.1 All insurance as required by the University under the terms of this agreement;
 - 16.2.10.2 Worker's Compensation based on average manual rates;
 - 16.2.11 Local bank service fees (net of interest);
 - 16.2.12 Credit and debit card transaction fees;
 - 16.2.13 Local, long distance, and cellular telephone service and/or data service;
 - 16.2.14 Office supplies and postage;
 - 16.2.15 Office equipment (computers, printers, and small business equipment);
 - 16.2.16 Software licensing and/or software maintenance fees, including software maintenance and support for University's Electronic Access System;
 - 16.2.17 Housekeeping, custodial, and sanitation supplies and/or janitorial services;
 - 16.2.18 Grease trap grease disposal/removal;
 - 16.2.19 Pest and insect control charge back payment;
 - 16.2.20 Cost of subcontracted services, only as specifically approved by the University;
 - 16.2.21 Materials, advertising, and other direct costs of implementation of on-site Contractor's Marketing Plan;
 - 16.2.22 Equipment maintenance and repair costs for Contractor owned equipment;
 - 16.2.23 First Aid supplies and equipment;
 - 16.2.24 Equipment rental;
 - 16.2.25 Decorative materials for use in Contractor's service locations, catering, and/or events; Memberships for on-site personnel in local or national professional associations;
 - 16.2.26 Amortization of Pre-Opening Expenses, Office Equipment and Capital Investments (straight line method over the initial Contract Term, or such other period of time as may be agreed upon in writing);
 - 16.2.27 Smallwares replacements required to maintain University par stock levels;
 - 16.2.28 Remittance of collected Sales Tax and any taxes levied by local, state or federal governments and agencies;
 - 16.2.29 License and franchise fees, only as specifically approved by University's Contract Administrator;
 - 16.2.30 Costs associated with unexpected expenses due to the interruption of utility services (gas, water, and electric);
 - 16.2.31 Commissions payable to the University;
 - 16.2.32 Cash escort services;
 - 16.2.33 Health, Safety, and Sanitation inspection fees;
 - 16.2.34 Costs associated with the permitting, use and maintenance of University approved delivery vehicles as required for the operation of the Dining Services Program;
 - 16.2.35 Security systems;
 - 16.2.36 Property tax;

- 16.2.37 Parking permits for Contractor's On-Site Management Team;
- 16.2.38 Trash, and recycling removal from designated collection areas
- 16.2.39 Contributions to University support funds and donations to the University;
- 16.2.40 Performance Bonds, as required by University;
- 16.2.41 Vehicle depreciation;
- 16.2.42 Vehicle repair;
- 16.2.43 Vehicle lease;
- 16.2.44 Computer hardware lease;
- 16.2.45 Sales promotion expense;
- 16.2.46 Travel and lodging;
- 16.2.47 Meals and entertainment;
- 16.2.48 Outside services;
- 16.2.49 Professional fees;
- 16.2.50 I-9 Verification;
- 16.2.51 Building maintenance;
- 16.2.52 Custodial services;
- 16.2.53 Inventory carrying cost;
- 16.2.54 Monies or other property lost or stolen, either on or off the University's Premises; and,
- 16.2.55 All other direct costs of operation mutually agreed upon and not paid by the University.

16.3 University Paid Expenses. The University will provide and pay the following annually on behalf of the Dining Services Program operation:

- 16.3.1 Data line installation, University supplied e-mail addresses, and internet services;
- 16.3.2 Costs associated with the University's Dining Services Program sanitation obligations, as outlined in Section 5.12;
- 16.3.3 Preventive maintenance and repair of University owned equipment except repair or replacement resulting from acts or omissions of Contractor or its employees;
- 16.3.4 Utility service;
- 16.3.5 Pest and insect control – charged back to Contractor;
- 16.3.6 Disposable service ware costs resulting from University owned dishwashing facilities malfunction as outlined in Section 5.9.3;
- 16.3.7 Product loss resulting from University owned equipment malfunction; unless malfunction was due to interruption of utility service that was not caused by University negligence (gas, electric, and water);
 - 16.3.7.1 Contractor is responsible for monitoring Contractor refrigerators and freezers to prevent product loss by use of RSC Computerized Energy Management System.
- 16.3.8 Property Insurance on Premises and all University owned property contained therein;
- 16.3.9 Suitable office facilities for Contractor management staff, furniture, and for use by Contractor in fulfilling its obligations to the University; and,

16.3.10 Capital Equipment and Furnishings in campus dining locations for use by Contractor in fulfilling its obligations to University.

16.4 Unallowable Contractor Overhead Expenses. Except where specifically and otherwise agreed to in advance by the University, Overhead Expenses to be paid by Contractor and not included as an allowable cost charge or expense include, but are not limited to, the following:

16.4.1 Wages, salaries, taxes, employee benefits, and bonuses of home office employees and general administrative, executive, and management officers;

16.4.2 Corporate or regional office accounting expenses including the costs of producing financial reports;

16.4.3 Home office management costs such as general management overhead, transportation of management personnel, and any other indirect management costs as related to the contract;

16.4.4 Equipment maintenance or repairs of University owned equipment necessary as the result of the negligent acts or omissions of Contractor or its employees;

16.4.5 Intentionally omitted;

16.4.6 Intentionally omitted;

16.4.7 Excessive overtime pay;

16.4.8 Legal expenses, except legal services directly attributable to services provided under this agreement.

16.4.9 Costs for any Contractor employee to attend seminars or conferences of any type except as agreed to in advance by the University;

16.4.10 Travel expenses of all personnel above the General Manager;

16.4.11 Contractor's personal use of facilities;

16.4.12 Cost of additional expenses due to equipment malfunction resulting from acts or omissions of Contractor or its employees;

16.4.13 Any other cost or expense not expressly set forth herein as an Allowable Expense.

16.5 Meal Plans Sales.

16.5.1 Contract Board resident meal plan and athletic meal plan pricing to University customers will be established by the University annually by October 1 and documented in Attachment 3.

- 16.5.2 Contract Board non-resident meal plan pricing to University customers will be established by the University annually by October 1, in consultation with Contractor, and documented in Attachment 3.
- 16.5.3 The University will sell Resident Meal Plans and Athletic Meal Plans to students and pay Contractor a daily rate for the provision of residential all you care to eat service, as documented in Attachment 4.
- 16.5.4 Contractor shall sell Non-Resident Meal Plans to University customers. Contractor shall pay University a commission on these sales.
- 16.5.5 Door pricing and meal plan daily rates for all you care to eat operations will be established annually by the University in consultation with the Contractor and documented in Attachment 4.
- 16.5.6 Contractor will honor any existing summer meal plans that rolled over from a prior contract at an agreed rate, which is documented in Attachment 4. University agrees to work with the prior dining service contractor, during this transition to insure the balances held in student discretionary meal plan accounts, as well as the balance of faculty and staff meal plan accounts are transferred to Contractor.
- 16.5.7 Contractor will provide to the University four (4) meal plans annually to be used by the Contract Administrator and key supporting administrators to monitor the Dining Services Program. University Contract Administrator to specify which mandatory meal plans are desired each semester.

16.6 Contractor's Daily Rates for Contract Board Dining Service.

- 16.6.1 The University will pay Contractor for residential all you care to eat service based on the Daily Rates set forth in Attachment 4.
- 16.6.2 Based on the total number of meal plan participants, the University shall pay Contractor the Daily Rate for each plan, multiplied by the number of meal plan participants in that plan.
- 16.6.3 The number of meal plan participants, by plan type, will be determined by Housing and Residential Life at beginning of each semester by sending a roster with meal plan choices. University shall provide as needed, an updated report throughout the semester to Contractor.
- 16.6.4 Contractor's Daily Rates shall not include Meal Plan Shocker Dollars, which will be reimbursed to Contractor by the University, based on actual expenditures in Contractor's operations.
- 16.6.5 Daily rates are inclusive of guest meals associated with meal plans. Daily Rates are inclusive of all cash equivalencies and/or meal equivalencies, as defined in Attachment 4. Increases in meal plan rates and prices for other products and services shall be adjusted in accordance with Section 11.4.

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

16.6.7 Partial Board Day Allocations. Contract board charges for partial days shall prorate the per day rate, per type of meal plan as follows:

Breakfast – Daily rate multiplied by .17

Lunch – Daily rate multiplied by .33

Dinner – Daily rate multiplied by .50

Brunch – Daily rate multiplied by .50

Dinner when Brunch is served – Daily rate multiplied by .50

16.7 Retail Dining, Convenience Store, and Catering Pricing. The Retail Dining, Convenience Store, and Catering pricing submitted in Contractor's response to University's RFP shall be the prices put into effect for the first year of the contract, subject to final contract negotiation. For subsequent years of the Agreement, prices will be determined in conjunction with the development of the annual Strategic Action Plan process, with prices subject to adjustment from year to year in accordance with Section 11.4.

16.7.1 Contractor must maintain reasonable Retail Dining, Convenience Store, and Catering pricing that is competitive with off campus service providers in the area offering similar products, as evidenced by a mutually agreed to annual market basket survey for each service, conducted by the Contractor and presented to University's Contract Administrator as part of the annual Strategic Action Plan process. Specifically, the following provisions will apply:

16.7.1.1 Contractor requests for pricing increases must be predicated on increases to the cost of doing business and shall require substantiation in the form of changes to labor projections, wage/benefits rates, food costs, related operating costs and changing program needs. Price increases will be negotiated in good faith between the Contractor and University, with approval at the sole option of University; approval shall not be unduly withheld.

16.7.1.2 Contractor will not alter prices and/or portion sizes once approved by University's Contract Administrator without obtaining further approval and must be able to justify that proposed price increases are the result of legitimately escalating costs of doing business.

16.7.1.3 Agreed to pricing adjustments shall go into effect per the mutually agreed upon date between the University and the Contractor.

16.8 Conference Pricing. The prices for University-sponsored Conferences shall be established by mutual agreement between University, its representatives from individual departments, and Contractor. The University and Contractor shall mutually agree upon Contractor's pricing schedule no later than November 1st of each year of the contract term.

16.9 Temporary/Emergency Price Increases. All temporary/emergency price increases that have University approval go into effect one (1) week after their approval. These emergency price

increases shall be reviewed monthly and at the point that the emergency no longer exists, prices shall be reduced to the approved annual price. When there is an emergency situation, temporary price adjustment requests shall be considered for those items where a dramatic cost differential exists.

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

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

16.10 Commissions.

16.10.1 Contractor shall pay the University the following commissions on a monthly basis. For ease of reference, the Schedule of Payment shall be documented annually in Attachment 7. Commissions shall be inclusive of Shocker Dollar revenue.

Commission Percentages	
Residential Dining Door Sales	10% of Net Sales
Non-Resident Meal Plans	10% of Net Sales
Contractor Managed Retail Sales	10% of Net Sales
Subcontractor Managed Retail Sales	10% of Net Sales
Catering Sales	10% of Net Sales
Conferences and Events	10% of Net Sales
Alcohol Sales	10% of Net Sales
Vending Sales	18% of Net Sales
Cargill Café Sales	10% of Net Sales
Shocker Sports Grill and Lanes	10% of Net Sales

The following Guaranteed Minimum Commissions shall be in force for each year of this Agreement:

Guaranteed Minimum Commissions	
FY 2017-18	\$325,578
FY 2018-19	\$364,771
FY 2019-20	\$375,771

FY 2020-21	\$387,461
FY 2021-22	\$399,143
FY 2022-23	\$404,100
FY 2023-24	\$416,627
FY 2024-25	\$429,542
FY 2025-26	\$442,428
FY 2026-27	\$455,701
FY 2027-28	\$469,372
FY 2028-29	\$483,453
FY 2029-30	\$497,957
FY 2030-31	\$512,896
FY 2031-32	\$528,282
FY 2032-33	\$544,131
FY 2033-34	\$560,455
FY 2034-35	\$577,269
FY 2035-36	\$594,587
FY 2036-37	\$612,424

16.10.2 Contractor shall not be reimbursed for commissions paid on uncollected accounts.

16.10.3 Payments of commissions shall be made to University by Contractor on or before the 30th calendar day following the last day of the month in which the commissions were earned. Contractor shall prepare and provide a mutually agreed to statement of sales and commissions for each Accounting Period and shall submit such statement with the payment due to Wichita State University Financial Services.

16.11 Billing and Payment. For retail operations and catering, the Contractor shall collect and deposit in its own bank all cash receipts. The Contractor shall submit invoices to University for all amounts due from the University under this Agreement at the end of each week. Payments by University shall be paid weekly and not more than thirty (30) calendar days after the receipt of the invoice, provided that Contractors' invoice is complete and accompanied by full documentation. For ease of reference, the Schedule of Payment shall be documented annually in Attachment 7. All services provided by Contractor pursuant to this Agreement shall be performed to the satisfaction of University, as determined at the reasonable discretion of University's Contract Administrator, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Contractor shall not receive payment for work reasonably found by University to be unsatisfactory or performed in violation of any applicable federal, state, or local law, ordinance, or regulation.

16.11.1 Catering Billing. Contractor shall be responsible to invoice clients directly and collect amounts due. University shall cooperate with the Contractor in the collection of delinquent accounts involving University departments and shall be responsible for unpaid catering invoices due from University offices and departments.

- 16.11.2 Summer Conference/Camps Payments. Contractor shall be responsible for invoicing and collecting fees from summer conferences and camp customers as it relates to dining services fees. Uncollected debts shall not diminish payments owed to University.
 - 16.11.3 Summer Board Payments. University shall be responsible for collecting contractual dining service fees from students and other customers. The student must enter into the board contract with University. Uncollected debts shall not diminish payments owed by University. Contractor shall be responsible for cooperating with University to assure collection of fees by placing a “hold” on those contracts for which the debt has not been cured. University shall be responsible for providing Contractor with timely and accurate information about such matters.
- 16.12 Financial Reporting. The Contractor shall keep full, timely and accurate records in accordance with generally accepted accounting practices or International Financial Reporting Standards for all necessary Federal, State, County, and local forms and claims regarding the Dining Services Program, including any of Contractor’s services that University may choose to utilize in the future. The Contractor shall provide the University’s Contract Administrator with a complete set of monthly financial statements no later than the 15th day following the last day of each month. Financial statements will include the following:
- 16.12.1 Within fifteen (15) days of the close of each month, Contractor will be required to provide the University with monthly financial statements (for each operation and in aggregate), as well as other accounting reports as necessary showing the status of the program and the basis for both University and Contractor compensation. Each financial statement shall show budgeted vs. actual by sales type (cash, residential meal plans, voluntary meal plans, credit card, declining balance, etc.), budgeted and actual expense details, and Contractor profit/loss for both the period, year to date, as well as comparison to the previous fiscal year period and year to date. All reports shall be for the University’s fiscal year.
 - 16.12.1.1 The cost of supplies required to be purchased from a specific Contractor as part of a franchise or licensing agreement for a Branded Concept shall be separated from other food and paper costs on accounting statements.
 - 16.12.2 Monthly Commission report with revenue reported separately by retail location, catering, conferences and vending, reconciling commissions payable to the University with sales reported on the profit and loss statements.
 - 16.12.3 Operating statistics for each dining location and in aggregate, including but not necessarily limited to the following:
 - 16.12.3.1 Meal Plan participation by plan type.
 - 16.12.3.2 Food cost per meal served in the all-you-care-to-eat locations.
 - 16.12.3.3 Meals per labor hour by location.

- 16.12.3.4 Monthly guest counts by location and by meal period (breakfast, morning break, lunch, afternoon break and evening).
- 16.12.3.5 Average check for each retail location.
- 16.12.4 In addition to the above, the Contractor shall provide special reports and analysis of the dining program operations under the agreement as requested by University. These reports may include and not be limited to:
 - 16.12.4.1 Monthly Usage and Commission report for Vending Services, including product movement by product type, sales revenue and commissions itemized separately for each vending location.
 - 16.12.4.2 Participation reports detailing cash register transactions in various time increments (days, hours, 15-minute segments), dollars remaining in declining balance accounts;
 - 16.12.4.3 Special event records including a summary of the number of catered events, number of attendees at each event, type of event, and average check;
 - 16.12.4.4 Sales mix report for each retail location (sales breakdown by items sold).
- 16.12.5 Upon request of University, Contractor shall meet with University to review each operating statement, explain deviations, discuss problems, and mutually agree on courses of action, to improve the results of the required services included in this Agreement. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected in the next period statement.
- 16.12.6 Within thirty (30) days after the end of University's fiscal year, Contractor will be required to submit year-end financial statements for each operation and in aggregate, certified by the Chief Financial Officer of the company. While audited financial statements will not be required, the University reserves the right to audit at its sole expense, Contractor's books and records at any time, with 48-hour notice, excluding employment files and agreements with suppliers.
- 16.13. Audits. University reserves the right to audit at any time any aspect of the services performed by the Contractor, , excluding employment files and agreements with suppliers. In case of a conflict in interpretation between the parties, Kansas Law shall apply to determine records subject to disclosure or audit and the protection of such data. All Contractor records shall be kept in such a way that they may be readily audited by University, shall be consistent with generally accepted accounting principles and budgets presented to University and conform to all applicable laws. Records will be kept for six (6) years from the date incurred (or longer if required by law) or until the final disposal of any claims or litigation arising out of the performance of this contract, whichever is longer.
 - 16.13.1 Accounting records and documents shall be made available at Contractor's nearest district office. Contractor shall:

- 16.13.1.1 Provide University and/or its auditor's reasonable facilities for the examination and audit of the books and records.
 - 16.13.1.2 Make such returns and reports as required.
 - 16.13.1.3 Attend and answer under oath all lawful inquiries.
 - 16.13.1.4 Produce and exhibit such books and records as may be desired to be inspected.
 - 16.13.1.5 In all things, cooperate with University and/or its auditors in the performance of its duties.
- 16.13.2 If any audit or examination conducted pursuant to this Section 16.13 reveals that Contractor underpaid the University, Contractor shall pay the difference plus interest at the prime rate (as listed in The Wall Street Journal) on the underpayment. Any such audit shall be paid for by University, unless such audit determines that there is a deficiency payment of amounts due to University in excess of two (2%) . In such latter event, Chartwells shall pay the reasonable cost of the audit with respect to the period in which such underpayment occurred.
- 16.13.3 Contractor Independent Audits. The Contractor shall notify University of any independent audits scheduled of the Contractor's records and operations. University shall receive a copy of all reports indicating findings that affect University.
- 16.14 Credit. In accordance with Kansas Law, Contractor shall operate on its own credit, with no advance payments from University, except the Advance Payment described in this Section. Contractor shall pay all costs of operations from its own banking account. University shall provide to Contractor an advance payment ("Advance Payment") equal to \$350,000. Chartwells shall bill the Client for the Advance Payment at the beginning of each fall semester. The Advance Payment shall be paid to Chartwells on or before the fifteenth (15th) day of the fall semester. Chartwells shall deduct the Advance Payment from the final invoice at the end of the spring semester and provide the Client with a statement of reconciliation.
- 16.15 Contractor Investments.
- 16.15.1 Pre-Opening Expenses. In 2017, Contractor funded Pre-Opening Expenses in total sum of Four Hundred Thirty Thousand One Hundred Twelve Dollars and no cents (\$430,112.00) on behalf of the Dining Services Program for the 2017-18 academic year, at Contractor's sole expense and only as approved by University ("Pre-Opening Expenses"). As of June 30, 2024, the remaining balance of the Pre-Opening Expenses is One Hundred Seventy-eight Thousand Two Hundred Ninety-Six Dollars and 27/100 (\$178,296.27). Contractor also funded additional Pre-Opening Expenses for the 2018-2019 academic year in total sum of Three Hundred Thousand dollars and no cents (\$300,000.00) (the "2018 Pre-Opening Expenses"). As of June 30, 2024, the remaining balance of the 2018 Pre-Opening Investment is One Hundred Eight Thousand One Hundred Thirty-Seven Dollars and 93/100 (\$108,137.93). Pre-Opening Expenses and

2018 Pre-Opening Expenses include, but are not limited to, travel, meals, lodging, opening promotions and advertising, accounting and operating manuals and systems, interviewing and relocation, salaries and fringe benefits, crew training, and other expenses related to preparing for, and commencing services. Contractor has been amortizing the Pre-Opening Expenses and 2018 Pre-Operating Expenses on a straight-line basis.

Contractor will amortize the remaining balance of the Pre-Opening Expenses and the 2018 Pre-Opening Expenses from July 1, 2024, until June 30, 2037, on a straight-line basis. University shall hold title to all items procured with the Pre-Opening Expenses and 2018 Pre-Opening Expenses. If the Agreement expires or is terminated for any reason prior to the full amortization of the Pre-Opening Expenses or the 2018 Pre-Opening Expenses, University shall pay or cause its next food service contractor to pay Contractor the unamortized portion, excluding proprietary equipment and signage utilized in the Branded Concepts operations, at zero percent interest.

16.15.2 Capital Investments. Contractor expenditures (“Contractor Capital Investments”) to fund capital improvements to the University’s Premises shall require pre-approval by University. Work completed during the course of this Agreement shall be governed by the guidelines and standards set forth by the State of Kansas in the Office of Facilities & Property Management’s Building Design & Construction Manual <http://admin.ks.gov/offices/ofpm/dcc/bdcm>. All Contractor Capital Investments as identified in Attachment 8 will be amortized on a straight-line basis either from the Effective Date or from the date that the projects funded with the Contractor Capital Investments begin to generate revenue, whichever is later, with all expenditures to be fully amortized by June 30, 2037. University shall hold title to all items funded by Contractor Capital Investments. If the Agreement expires or is terminated for any reason prior to the full amortization of the Contractor Capital Investment, University shall pay or cause its next food services contractor to pay Contractor the unamortized portion, excluding proprietary equipment and signage utilized in the Branded Concepts operations, at zero percent interest. The amortization schedule is attached to this Agreement as Attachment 8.

16.15.2.1 2017 Investment. In 2017, Contractor funded an investment in the University’s Dining Services Program in a total sum of One Million Five Hundred Thousand Dollars and no cents (\$1,500,000) (“2017 Investment”). The 2017 Investment was broken up into six separate pieces as outlined in the chart below. Contractor has been amortizing the 2017 Investment on a straight-line basis since June 2017. As of June 30, 2024, the remaining balance of the 2017 Investment is Seven Hundred Twenty-Two Thousand Seven Hundred Seventy Dollars and Thirty-Two cents (\$722,770.32). Contractor shall amortize the remaining balance of the 2017 Investment from July 1, 2024, until June 30, 2037, on a straight-line basis. If the Agreement expires or is terminated for any reason prior to the full amortization of the 2017 Investment, University shall pay or cause its next food service contractor to pay Contractor the unamortized portion of the 2017 Investment.

Original Cost	NBV 6/30/2024
\$80,650.00	\$33,952.97
\$80,650.00	\$33,952.97
\$20,000.00	\$8,588.15
\$656,236.57	\$307,961.58
\$140,763.43	\$71,886.73
\$521,700.00	\$266,427.92
TOTAL: \$1,500,000.00	TOTAL: \$748,583.54

16.15.2.2 POS Investment. In 2017, Contractor funded an investment in the University’s Dining Services Program for a Point-of-Sale System (“POS”) in a total sum of One Hundred Fifty Thousand Dollars and no cents (\$150,000.00) (the “POS Investment”). Contractor has been amortizing the POS Investment on a straight-line basis since June 2017. As of June 30, 2024, the remaining balance of the POS Investment is Seventy-Three Thousand One Hundred Fifty-Three dollars and Fifteen cents (\$73,153.15). Contractor shall amortize the remaining balance of the POS Investment from July 1, 2024, until June 30, 2037, on a straight-line basis. If the Agreement expires or is terminated for any reason prior to the full amortization of the POS Investment, University shall pay or cause its next food service contractor to pay Contractor the unamortized portion of the POS Investment.

16.15.2.3 2018 Panda Express Investment. In 2018, Contractor funded an investment in the University’s Dining Services Program in a total sum of Six Hundred Thousand Dollars and no cents (\$600,000.00) (“2018 Panda Express Investment”). Contractor has been amortizing the 2018 Panda Express Investment on a straight-line basis since June 2018. As of June 30, 2024, the remaining balance of the 2018 Panda Express Investment is Three Hundred Six Thousand Four Hundred Fifteen dollars and nine cents (\$306,415.09). Contractor shall amortize the remaining balance of the 2018 Panda Express Investment from July 1, 2024, until June 30, 2037, on a straight-line basis. If the Agreement expires or is terminated for any reason prior to the full amortization of 2018 Panda Express Investment, University shall pay or cause its next food service contractor to pay Contractor the unamortized portion, excluding proprietary equipment and signage utilized in the Branded Concepts operations, at zero percent interest.

16.15.2.4 2027 Main Campus Investment. Provided that notice of termination of this Agreement has not been provided by either Party prior to such date, Contractor agrees to fund an investment in the University’s Main Campus Dining Services Program in a total sum of One Million Dollars and no cents (\$1,000,000) (the “2027 Main Campus Investment”). Contractor will disburse and amortize the 2027 Main Campus Investment on a straight-line basis and at its own expense in accordance with the table below. University will retain title to all items purchased with the 2027 Main Campus

Investment. If this Agreement terminates or expires for any reason prior to the full amortization of the 2027 Main Campus Investment, University will pay to Contractor the unamortized amount of the 2027 Main Campus Investment immediately upon termination or expiration. If any portion of the 2027 Main Campus Investment outlined below has not been disbursed at the time of termination, Contractor shall have no obligation to make such disbursement, and there will be no repayment by University of such undisbursed amounts.

16.15.2.5 2030 Main Campus Investment. Provided that notice of termination of this Agreement has not been provided by either Party prior to such date, Contractor agrees to fund an investment in the University’s Main Campus Dining Services Program in a total sum of Seven Hundred Fifty Thousand Dollars and no cents (\$750,000) (the “2030 Main Campus Investment”). Contractor will disburse and amortize the 2030 Main Campus Investment on a straight-line basis and at its own expense in accordance with the table below. University will retain title to all items purchased with the 2030 Main Campus Investment. If this Agreement terminates or expires for any reason prior to the full amortization of the 2030 Main Campus Investment, University will pay to Contractor the unamortized amount of the 2030 Main Campus Investment immediately upon termination or expiration. If any portion of the 2030 Main Campus Investment outlined below has not been disbursed at the time of termination, Contractor shall have no obligation to make such disbursement, and there will be no repayment by University of such undisbursed amounts.

Capital Investment Amount	Anticipated Disbursement Date	Anticipated Amortization Date	Amortization Completion Date
\$1,000,000	Oct-27	October 2027 or when the project begins to generate revenue, whichever is the later date	June 30, 2037
\$750,000	Oct-30	October 2030 or when the project begins to generate revenue, whichever is the later date	June 30, 2037

16.15.3 Contractor Office Equipment. Contractor agrees to purchase all office and computer equipment required for the successful execution of its internal operation of this Agreement, except for equipment specifically stated as University provided under the terms of this Agreement. Title of Contractor Office Equipment shall reside with the Contractor. All Contractor Office Equipment will be amortized on a straight-line basis either from the Effective Date or from the date of expenditure, whichever is later, for a maximum term of 36 months or to contract expiration, whichever is less. All Contractor Office Equipment expenditures shall be fully amortized by June 30, 2022. Title to all Contractor Office Equipment shall reside with Contractor. If the Agreement expires or is terminated for any reason prior to the full amortization of Contractor Office

Equipment, the unamortized portion of Contractor Office Equipment shall be considered a Contractor cost and shall not be reimbursed by the University, and Contractor may remove the Contractor Office Equipment. The amortization schedule is attached to this Agreement as Attachment 8.

- 16.15.4 Contractor Supplied Equipment. Contractor may provide, at its own cost and expense, any other equipment not provided by University, which Contractor deems necessary. Said Contractor Supplied Equipment and installation shall require prior approval of University. All capital equipment purchased by Contractor shall be straight line depreciated over the remaining years of the base contract term and University authorized extensions. The amortized value of any non-proprietary equipment purchased by Contractor shall become the property of University. Any unamortized equipment may be purchased by University at its discretion or by University's next contractor. Should neither University nor its next contractor want to purchase the unamortized equipment, then Contractor shall remove such equipment at Contractor's expense.
- 16.16 Contractor Contributions. Throughout the term of this Agreement, and any renewal extensions, Contractor, as a component of its annual operating expenses, agrees to annually provide the following to University.
- 16.16.1 Catering Fund. Contractor shall provide an annual contribution of Twenty Thousand Dollars (\$20,000) retail value for use by the University for food and beverages provided by Contractor's Catering Service, available beginning July 1st of each year. This contribution may be used at any time during a fiscal year for events approved by the University's Contract Administrator. Any fund balances remaining at the end of the fiscal year shall be carried forward to any subsequent year.
- 16.16.2 Operating Fee.
- 16.16.2.1 Operating Fee. From the Effective Date through June 30, 2037, Contractor shall make an annual payment of \$423,333, as defined in the payment schedule in Attachment 7, payable in July of each year ("Operating Fee"). If this Agreement expires or is terminated for any reason, Contractor shall have no further obligation as it relates to this contribution for the Operating Fee. Each Operating Fee Payment shall be amortized on a straight-line basis over 12 months from disbursement. If the Agreement expires or is terminated for any reason prior to the full amortization of the Student Affairs Fee Payment, University shall pay or cause its next Contractor to pay Contractor the unamortized portion.
- 16.16.3 Food Pantry Fund. Effective as of July of each year, Contractor shall provide an annual in-kind contribution of food and beverage having a retail value of Twenty Thousand Dollars (\$20,000) for use by the University to pay for food and beverages for students in need as obtained in the Contractor's Retail Dining operations, regardless of whether fund balances carry forward to any subsequent year. This fund may be used at any time during a fiscal year with the approval from the University's Contract Administrator. Any

fund balances remaining at the end of the fiscal year shall be carried forward to any subsequent year.

- 16.16.4 Food Insecurity Fund. Contractor shall provide an annual in-kind contribution of food and beverages having a retail value of Ten Thousand Dollars (\$10,000) for use by the University for food insecurity endeavors on the WSU campus, regardless of whether fund balances carry forward to any subsequent year. This amount shall be available as of October each year the Agreement is in effect and any renewal extension(s). University's Contract Administrator shall determine how this fund will be used. Any fund balances remaining at the end of the fiscal year shall be carried forward to any subsequent year.
- 16.16.5 2017 Signing Bonus. In 2017, Contractor provided the University with a signing bonus in the amount of Two Hundred Thousand Dollars and no cents (\$200,000.00) ("2017 Signing Bonus"). Contractor has been amortizing the 2017 Signing Bonus on a straight-line basis since July 2017. As of June 30, 2024, the remaining balance of the 2017 signing bonus is Eighty-Two Thousand Nine Hundred Six dollars and ninety-one cents (\$82,906.91). Contractor shall amortize the remaining balance of the 2017 Signing Bonus from July 1, 2024, until June 30, 2037, on a straight-line basis. If the Agreement expires or is terminated for any reason prior to the full amortization of the 2017 Signing Bonus, University shall pay or cause its next food service contractor to pay Contractor the unamortized portion.
- 16.16.6 2019 Signing Bonus. In 2019, Contractor provided the University with a signing bonus in the amount of One Hundred Fifty Thousand Dollars and no cents (\$150,000.00) ("2019 Signing Bonus"). Contractor has been amortizing the 2019 Signing Bonus on a straight-line basis since October 2019. As of June 30, , 2024, the remaining balance of the 2019 Signing Bonus is Seventy-Three Thousand One Hundred Fifty-Three dollars and Fifteen cents (\$73,153.15). Contractor shall amortize the remaining balance of the 2019 Signing Bonus from July 1, 2024, until June 30, 2037 , on a straight-line basis. If the Agreement expires or is terminated for any reason prior to the full amortization of the 2019 Signing Bonus, University shall pay or cause its next food services contractor to pay Contractor the unamortized portion.
- 16.17 Innovation Fund. Each year the Agreement remains in effect starting July 1, 2031, continuing through June 30, 2036, and provided that notice of termination of this Agreement has not been provided by either Party during the applicable contract year, Chartwells shall fund for use in the program a monthly Innovation Fund in the amount of 1.50% of Net Sales for Net Sales only, such funds to be used by Chartwells for the replacement and upgrade of University owned food service equipment and facilities. All expenditures by Chartwells from the Innovation Fund shall be mutually agreed upon by the Parties. The Innovation Fund shall accrue evenly each month throughout the year as a monthly contribution. Monthly contributions not used by the end of each month will roll over to the next month. An annual reconciliation of the Innovation Fund will be performed no later than the 15th of August in each Fiscal Year. In the event that there are surplus funds at the end of an applicable year, these funds will roll over to the next year. The parties agree that there will be two check points during the Term (Years 2032 and 2034) to ensure the funds are being utilized and spent on the program. The Parties may agree to reallocate excess Innovation Funds to other food service program needs by mutual consent to avoid a material surplus being accrued every year. In

the event of expiration or termination of this Agreement, Chartwells shall pay the accrued but unspent amounts of the Innovation Fund to Wichita State University Financial Services and shall have no further obligation with respect to further accruals of the Innovation Fund as of the expiration or termination date.

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

ARTICLE XVII GENERAL TERMS AND CONDITIONS

Refer to Attachment 15 Contractual Provisions Attachment for additional information.

- 17.1 Compliance with Regulations. Contractor shall comply with all governmental laws, ordinances, rules and regulations of the United States, the State of Kansas, University, or any department thereof, which in any manner apply to the operation and maintenance of the Dining Services Program and facilities. Contractor shall also comply with all state and local building, fire, health, zoning codes and/or regulations that apply to the operation of Contractor's Premises. Any reference to such laws, ordinances, rules, regulations, and codes shall include any amendments thereto.
- 17.2 Permits and Licenses. Contractor shall procure and keep current all permits and licenses, pay promptly all charges and fees, and give all notices necessary and incidental to the due and lawful operation of University's Dining Services Program. Contractor shall notify University immediately in writing in the event Contractor becomes aware of any lapse of any required permit or license that falls within the responsibility of University.
- 17.3 Insurance. Contractor shall not commence work under the Agreement until it has satisfied all the insurance requirements contained herein, subject to University approval. Contractor shall maintain all required insurance in force and effect throughout the term of the Agreement, including renewal periods. Minimum required policy limits may be provided through a combination of primary and excess insurance.
- 17.3.1 Certificates of Insurance. Contractor shall, prior to execution of this Agreement, provide an ACCORD Certificate of Insurance to University. Each policy must contain a thirty (30) day notice of cancellation, to all named and additional insureds.
- 17.3.2 Workers' Compensation Insurance. Contractor shall provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident. In the case of subcontracted work, Contractor shall require the subcontractor to adhere to these same provisions.

17.3.3 Commercial General Liability. Contractor shall maintain coverage for bodily injury and property damage including loss of use as defined in the policy which may arise from operations under this Agreement. Additionally, provisions shall cover claims for Contractor's loss, by any means, of all data furnished to Contractor by University. Minimum coverage shall be as follows:

\$5,000,000.00 - per occurrence Combined Single Limit
\$5,000,000.00 – annual aggregate
\$5,000,000.00 – annual aggregate applying to products/completed operations

In addition, the following coverages must be included:

- Products and Completed Operations Liability
- Blanket Contractual Liability
- Include the following as Additional Insureds:
 - Kansas Board of Regents and Wichita State University
 - Wichita State Union Corporation

17.3.4 Commercial Automobile Liability. Contractor shall maintain coverage for bodily injury and for loss of use which may arise from operations under the Agreement. Insurance minimum amounts shall be as follows:

\$2,000,000.00 – each accident Combined Single Limit for Bodily Injury and Property Damage

In addition, the following coverages shall be included:

- Owned, Hired, and Non-owned
- List the following as Additional Insureds:
 - Kansas Board of Regents and Wichita State University
 - Wichita State Union Corporation

Contractor shall verify that all of its employees that shall operate a vehicle owned by Contractor have a driver's license that is valid for operating a motor vehicle in the State of Kansas, as well as proof of automobile insurance.

17.3.5 If Contractor is responsible for provision and/or service of alcohol either directly or through a Contractor Subcontractor, Liquor liability insurance in an amount not less than \$2,000,000 each common cause and in the aggregate to cover any liability arising out of the selling or furnishing of alcohol.

In addition, the following coverages shall be included:

- List the following as Additional Insureds:
 - Kansas Board of Regents and Wichita State University
 - Wichita State Union Corporation

17.3.6 Additional Insurance Conditions:

17.3.6.1 Contractor's policy(ies) shall be primary;

- 17.3.6.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify University within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to University;
 - 17.3.6.3 Contractor is responsible for payment of Agreement related insurance premiums and deductibles;
 - 17.3.6.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
 - 17.3.6.5 Contractor's commercial general liability, automobile liability, liquor liability and any other insurance policies required pursuant to this agreement shall include legal defense fees in addition to its liability policy limits;
 - 17.3.6.6 Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FDC) VII or better, and authorized to do business in the State of Kansas;
 - 17.3.6.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Agreement.
- 17.3.7 University reserves the right to provide notice of default if Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against Contractor. All insurance policies, although confidential, must be open to inspection but not copying by University, at Contractor's offices in Charlotte, North Carolina upon written request. Contractor shall submit acceptable evidence of insurance coverage within sixty (60) calendar days of execution of the Agreement but no later than June 2, 2017. Subject to Kansas law, University shall obtain and maintain insurance for the Premises, equipment, offices and utilities against risks covered by standard forms of fire, theft and extended coverage in such amounts under such policies as appropriate.
- 17.4 State and Federal I.D. Number. Contractor is required to provide its Kansas Tax Identification Number and Federal Employer ID number if Contractor does business with the State of Kansas. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require Contractor to file state tax returns and pay delinquent state tax liabilities. This Agreement shall not be approved unless these numbers are provided. These numbers shall be available to federal and state tax authorities and state personnel involved in the payment of state obligations.
- Contractor's Federal Employer I.D. Number: 56-1874931
Contractor's Kansas Tax I.D. Number: XXXXXXX
- 17.5 Patents, Trademarks and Copyrights. Contractor shall assume all costs arising from the use of trademarks, copyrights, or patented materials, licenses, equipment devices or processes used in the operation of, or incorporated, into the Dining Services Program and facilities, and shall indemnify and hold harmless University and the Board from all claims, suits of law or actions of

every nature for or on account of the use of any trademarks, or patented or copyrighted materials, equipment, devices or processes provided, requested or obtained by Contractor. The provisions of this section shall not apply to patented, copyrighted, or trademarked materials, equipment, devices or processes furnished or modified by the University.

- 17.6 Trade Secrets and Proprietary Information. During the term of the Agreement, Contractor may grant to University a non-exclusive right to access certain proprietary materials of Contractor, including menus, recipes, signage, management guidelines and procedures, operating manuals, software (both owned by and licensed to Contractor), computerized databases and similar compilations regularly used in University's business operations ("Trade Secrets"). Financial statements and records disclosed to University shall be treated as Trade Secrets. In addition, University acknowledges that Contractor treats portions of this Agreement as Trade Secrets. Except as required by law, University shall not disclose any of Contractor's Trade Secrets, directly or indirectly, during or after the term of the Agreement. University shall not photocopy or otherwise duplicate any such material without the prior written consent of Contractor. All Trade Secrets (including signage proprietary to Contractor), shall remain the exclusive property of Contractor and shall be returned to Contractor immediately upon termination of the Agreement. University agrees that it shall not retain Contractor owned software beyond the termination of the Agreement. This section shall survive termination of the Agreement. Subject to Kansas law, University will notify Contractor upon receipt of an open records request in order to enable Contractor to assert the confidential nature of information request and reasonably cooperate with Contractor to obtain confidential treatment for any information requested to be disclosed and to enable Chartwells to contest disclosure if allowable.
- 17.7 Reserved.
- 17.8 Liens. Contractor shall not commit or suffer any act of neglect whereby University Premises shall become subject to any attachment, lien, charge or encumbrance whatsoever, except as hereinafter provided, and shall indemnify and hold harmless WSU, WSUUC, the Kansas Board of Regents, and the State of Kansas from and against all attachments, liens, charges and encumbrances and all expenses relating therefrom.
- 17.9 Excuse of Performance. Performance under this Agreement by Contractor shall be excused only by reason of the following causes:
- 17.9.1 When such performance is prevented by destruction or damage to the Premises not caused by Contractor's negligence;
 - 17.9.2 When such performance is prevented by an act of University, of the State of Kansas, or of the United States of America;
 - 17.9.3 When such performance is prevented by any job action conducted by any employee organization that prevents patrons from utilizing Contractor's services;
 - 17.9.4 When such performance is prevented by exercise of the power of eminent domain;
 - 17.9.5 Upon and during the occurrence of a force majeure event as more specifically described in Section 17.26 of this Agreement.

With the exception of monies already due and owing, performance of Contractor shall be suspended and excused to the extent commensurate with such interfering occurrence. Contractor assumes all risk of loss due to temporary suspension of operation, regardless of cause.

- 17.10 Surrender of Premises. Contractor shall remove all Contractor owned inventory, supplies, and personal property at the expiration or sooner upon termination of the Agreement. On removal of the property, the Premises shall be returned to University in its original state or as improved with Contractor's Capital Investment, wear and tear excepted. Contractor's failure to remove its personal property within thirty (30) calendar days after the termination or expiration of the Agreement shall be deemed to be an abandonment of its personal property. University shall make all necessary repairs to the Premises that may be required as a result of the removal of trade fixtures and other personal property and reasonably charge Contractor for such repairs.
- 17.11 Captions. The paragraph headings of this Agreement are for convenience only and are not intended, and shall not be construed to alter, limit, or enlarge in any way the scope or meaning of the language contained in this Agreement.
- 17.12 No Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to enforce it. No waiver by either party of any provision of this Agreement shall be deemed to have been made unless set forth in writing and signed by an officer or other authorized representative of the party.
- 17.13 Final Integration. This Agreement constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All prior understandings and agreements between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party that is not contained in this Agreement or expressly referred to herein has been relied on by another party in entering into this Agreement.
- 17.14 Disclosure. By accepting payments agreed to in this Agreement, Contractor certifies that to its actual knowledge no University employee or official, and no family members of a University employee or official, shall receive a benefit from these payments, except as has been previously disclosed, in writing, to University on the Disclosure Statement of Relationship Between Contractors/ University and Employees/Officials of University.
- 17.15 University's Trademarks. In no instance shall University's name be used by Contractor in connection with any advertising or promotions which are not directly related to University without its specific prior written consent. The foregoing provision shall not restrict Contractor from including University as a non-endorser client in Contractor's marketing materials and sales proposals. University's name and logo shall be prominently displayed on all University's Food Service/Dining Services promotional materials in a manner that is in full compliance with University's graphic standards. Contractor's name is not to appear on any signs, forms, disposable service ware or other items that are accessible to students, staff, faculty or other customers. None of the provisions of this Agreement grant to Contractor the right to use or to sublicense the use of University's names, logos, and trademarks, without the prior written consent of University. Contractor acknowledges and agrees that University owns the names and their trademarks, modifications of them, as well as any other names, trademarks, logos, and symbols adopted and used or approved for use by University (collectively the "Indicia"). Contractor shall not have any right to use University's Indicia without its prior written consent. Contractor acknowledges that any original designs, artwork or other compilations or derivatives ("Works") created by it pursuant to this Agreement that contain the Indicia are compilations or derivatives as those terms

are used in Section 103 of the Copyright Act. Therefore, any rights, including copyrights, that Contractor might have in those original Works do not extend to any portion or aspect of the Indicia or any derivatives thereof, and do not in any way dilute or affect University's interests in the Indicia or any derivatives thereof. Contractor shall not copy, use, assign or otherwise transfer any rights in any Works with any portion or aspect of the Indicia or any derivatives thereof included, except as expressly permitted under this Agreement, without University's express prior written authorization. Contractor shall not attempt to obtain or assert copyright rights in any of University's Indicia or any artwork or design that contains University's Indicia, without University's express prior written authorization. This provision shall survive termination of the Agreement.

- 17.16 Independent Contractor. The parties agree that Contractor is an independent contractor in the performance of services under this Agreement. Neither party is the agent of the other and neither may bind the other in any way. Nothing in this Agreement is intended to make Contractor an employee, agent, partner, or joint venture of University. Contractor shall be responsible for all employment rights and benefits of Contractor employees, including without limitation: (i) federal, state, and local income and employment taxes and social security contributions; (ii) workers compensation, health benefits, vacation pay, holiday pay, profit sharing, retirement, pension, disability benefits, and other health and welfare benefits, plans, or programs; and (iii) insurance.
- 17.17 Workers' Compensation. Contractors' employees and agents will not be considered University employees. Any claims that may arise under the Kansas Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way University's obligation or responsibility.
- 17.18 Antitrust. Contractor hereby assigns to the State of Kansas any and all claims for overcharges as to goods and services provided in connection with the Agreement resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Kansas.
- 17.19 Emergency Preparedness and Business Continuity. Contractor shall work cooperatively with University to develop and maintain at all times an Emergency Preparedness and Business Continuity Plan detailing Contractor and Contractor employee actions to be taken in the event of an emergency event and/or pandemic, as defined by University's Business Continuity Plan or current plan. Such plan will be subject to review and approval by the University's Contract Administrator and documented as Attachment 12. Contractor shall be required to train its employees as necessary to execute its Emergency Preparedness and Business Continuity Plan. Contractor's Emergency Preparedness Plan shall be kept current at all times.
- 17.20 Material Changes.
 - 17.20.1 University, at its sole option, may add and/or remove one or more of Contractor's service locations and/or rights under this Agreement ("Material Change Event").
 - 17.20.2 In the event of a University initiated Material Change Event that adversely affects Contractor's net financial return in comparison to historical or projected returns, University and Contractor shall first work together to quantify the financial impact to

Contractor and if possible, identify mutually agreeable modifications to the Dining Services Program that will mitigate the adverse financial impact ("Remediation"). If University and Contractor are unable to identify appropriate Remediation, University agrees to modify the financial terms of the Agreement, only to the extent necessary to achieve Remediation of the Material Change Event.

- 17.20.3 In the event of a University initiated Material Change Event that positively affects Contractor's net financial return in comparison to historical, University reserves the right to renegotiate the financial terms of the Agreement so that each parties' financial return remains fair and equitable.
- 17.21 Assignment. Contractor shall be deemed to be an independent Contractor and shall not, during the term of this Agreement, or any renewal or extensions thereof, sell, assign, transfer, subcontract, sublet, or sublease all or any part thereof without the prior written consent of University, except the Contractor may assign this Agreement to an affiliated company or wholly owned subsidiary with prior approval of University, such approval not to be unreasonably withheld, delayed or conditioned, and without being released from any of its responsibilities hereunder, and Contractor may subcontract the provision of Vending Service; and should Contractor become insolvent, or if proceedings in bankruptcy shall be instituted by or against Contractor, the remaining or unexpired portion of this Agreement shall, at the election of University, be terminated.
- 17.22 Binding Effect. This Agreement shall not extend to, be binding upon, or inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and legal representatives.
- 17.23 Breach of Agreement. If either party breaches a provision of the Agreement (hereafter "Cause"), the non-breaching party shall give the other party notice of such Cause or breach. If the Cause or breach is remedied to the satisfaction of the non-breaching party within thirty (30) calendar days, the notice shall be null and void. If such Cause is not remedied to the satisfaction of the non-breaching party within the specified period, the party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period noted in this subparagraph. If any default shall occur other than in the payment of money, which cannot with due diligence be cured within a period of ninety (90) calendar days and the defaulting party, prior to the expiration of ninety (90) calendar days from and after the giving of notice commences to eliminate the cause of such default, then the non-defaulting party shall not have the right to declare the term ended by reason of such default, provided that defaulting party continues to diligently act in good faith to cure the default.
- 17.24 Force Majeure/Inclement Weather. Neither Party shall be liable for any failure or delay in performing its obligations hereunder (except for payment obligations as expressly stated herein) if such failure or delay is caused by an event beyond the reasonable control of the affected Party ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God, natural disasters, fires, floods, pandemics, epidemics, government-mandated closures or restrictions, civil disturbances, acts of terrorism, war, labor strikes, supply chain disruptions beyond the reasonable control of the affected Party, or any other similar event that prevents a Party from performing its obligations under this Agreement.

- 17.24.1 In the event of a Force Majeure Event, Chartwells shall use commercially reasonable efforts to continue providing the Dining Services Program to the extent feasible under the circumstances. If full performance is not possible, Chartwells shall take reasonable steps to provide modified or limited services to ensure continuity of operations for University to the greatest extent possible.
- 17.24.2 The Party affected by a Force Majeure Event shall: (1) promptly notify the other Party in writing of the event, including the expected impact on its obligations under this Agreement; (2) use reasonable efforts to mitigate the effects of the Force Majeure Event and resume full performance as soon as practicable; and (3) provide regular updates to the other Party regarding the status of the Force Majeure Event and efforts to resume full performance.
- 17.24.3 If a Force Majeure Event continues for more than sixty (60) consecutive days and materially prevents the performance of this Agreement, either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party without further liability, except for obligations that accrued prior to the Force Majeure Event.
- 17.24.2 Notwithstanding the foregoing, Chartwells acknowledges that certain aspects of the Dining Services program may need to remain operational during periods of Inclement Weather, even if WSU has limited on-campus operations. Accordingly, Chartwells shall continue to provide Contract Board Dining and, if feasible, Retail Convenience Store Services, during periods of Inclement Weather. Chartwells shall be responsible for ensuring that it has appropriate staffing, equipment, and contingency plans in place to enable continued operations during periods of Inclement Weather, unless doing so would pose a threat to the safety of personnel or patrons or would violate any applicable law, regulation, or directive from local authorities. For purposes of this Agreement, "Inclement Weather" shall mean severe weather that has the potential to disrupt normal operation and/or activities of the University, or results in the Governor issuing a Declaration of Inclement Weather. Examples include snow, ice, severe cold, high winds, tornadoes, earthquakes, and flooding.
- 17.25 Casualties. During the Term of the contract, if a Dining Services Program facility is damaged by fire or any other cause, University shall have the right and option to either: (a) replace and restore the premises, in which case this contract shall continue in full force and effect, or (b) terminate the contract as to the affected facility or facilities. In no event shall University be required to make available an amount to repair or restore the premises in excess of any insurance proceeds available to University. University shall not be liable for any inconvenience or annoyance to the Contractor or injury to the business of Contractor resulting in any way from such damage or the repair or restoration thereof.
- 17.26 Amendments. Any amendments to this Agreement shall be in writing and shall be executed by the same parties who executed this Agreement, or their successors in office.
- 17.27 Notice. Any notice or communication required or permitted to be given hereunder shall be effective when received and shall be in writing and served personally with proof of delivery and acceptance, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follow:

To WSU: Name/Title: David Miller, Senior Vice President for Administration,
Finance and Operations
Wichita State University
Address: 1845 Fairmount, Wichita, Kansas 67260

To WSUUC: Name/Title: Kevin J. Konda, Executive Director, Rhatigan Student
Center
Wichita State Union Corporation
Address: 1845 Fairmount, Wichita, Kansas 67260-0056

with a copy to: Wichita State University
Attn: General Counsel
1845 Fairmount
Wichita, Kansas 67260-0205

To Contractor: Company Name: Compass Group USA, Inc. by and through its
Chartwells Higher Education Division
Attention: Chief Executive Officer
Address: 2400 Yorkmont Road, Charlotte, North Carolina 28217

Compass Group USA, Inc.
Attention: General Counsel
2400 Yorkmont Road
Charlotte, North Carolina 28217

University's Contract Administrator at the University is Kevin J. Konda, or his/her successor.

Contractor's initial Contract Administrator is Lissette Robinson or his/her successor.

[Remainder of page intentionally left blank.]

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

<p>Compass Group USA, Inc., by and through its Chartwells Division</p> <p>By: <u><i>Eva Wojtalewski</i></u> 10/29/25 Name: Eva Wojtalewski Title: Chief Executive Officer</p>	<p>Wichita State University</p> <p>By: <u><i>David Miller</i></u> Name: David Miller Title: Senior Vice President for Administration, Finance and Operations</p> <p>Wichita State University Union Corporation</p> <p>By: <u><i>Kevin Konda</i></u> Name: Kevin J. Konda Title: Executive Director, Rhatigan Student Center and for the Wichita State Union Corporation</p>
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EXHIBIT B
PCI Addendum

This PCI Addendum (“Addendum”) forms part of any agreement with WSU that involves the use of a Third-Party Service Provider, as defined by the PCI Security Council. By signing this Addendum, or agreement to which this Addendum is attached and/or incorporated into, Contractor agrees to the terms of this Addendum to ensure adequate safeguards for the protection of cardholder data.

WHEREAS, WSU and Contractor entered into a relationship whereby Contractor is responsible for WSU’s Dining Services Program as memorialized in the Amended and Restated Food Services Agreement (“Agreement”) executed contemporaneously or near in time to this Addendum; and

WHEREAS, WSU is required to adhere to the Payment Card Industry Data Security Standard (PCI-DSS) promulgated by the PCI Security Standards Council; and

WHEREAS, Contractor processes, transmits, and/or stores cardholder data (“Covered Data”) in the performance of services provided to WSU; and

WHEREAS, Requirement 12.8.2 of the PCIDSS v4.0.1 requires WSU to maintain a written agreement that includes an acknowledgement that Contractor is responsible for the security of Cardholder Data that the service provider possesses or otherwise stores, processes, or transmits; and

WHEREAS, Requirement 12.8.4 of the PCI DSS requires WSU to maintain a program to monitor Contractor’s PCI DSS compliance status at least annually.

It is hereby agreed that:

1. Contractor agrees that it is responsible for (i) the security of Cardholder Data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data; and (ii) managing and maintaining all PCI DSS requirements. Contractor shall at all times comply with PCI DSS and all laws relating to cardholder data services.
2. Contractor agrees to utilize a validated Point-to-Point Encryption (P2PE) credit card processing system for all transactions. The Contractor further agrees to maintain the validation status of the P2PE system and promptly address any issues that may arise to ensure continuous compliance..
3. Contractor represents and warrants to WSU that, as of the effective date of this Addendum, it, or its approved subcontractor, has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS and covenants that it will maintain such compliance throughout the duration of the Agreement.
4. Contractor agrees to supply to WSU the current status of Contractor’s, or Contractor’s approved subcontractor’s, PCI DSS compliance status, and evidence of its most recent validation of compliance upon execution of this Addendum and at least annually thereafter.
5. Contractor will immediately notify WSU if it learns that it is no longer PCI DSS compliant and will immediately provide WSU the steps being taken to remediate the non-compliance status. In no event will Contractor’s notification to WSU be later than seven (7) calendar days after Contractor learns it is no longer PCI DSS compliant.
6. Contractor agrees that, in addition to any indemnification provided for in the Agreement, it will indemnify, defend, and hold harmless University and its officers, agents and employees for any failure of Contractor to be and remain PCI DSS compliant and for any failure of Contractor to maintain the security of Cardholder Data that it possesses.
7. In the event of any suspected, alleged, or confirmed loss, disclosure, theft or compromise of Cardholder Data or card transaction information relating to the cardholder data services (a “Compromised Data Event”), Contractor shall immediately, but in no event later than twenty-four (24) hours after discovery, notify WSU’s Chief Information Security Office. Contractor shall fully cooperate with any investigation related thereto and shall provide appropriate payment card companies, acquiring financial institutions, and their respective designees, access to Contractor’s facilities and all pertinent records to conduct a review of Contractor’s compliance with the PCI DSS requirements and any other applicable law(s). Upon Contractor’s suspected or actual discovery of a Compromised Data Event, Contractor will not alter or

destroy any related records and will maintain complete and accurate documentation regarding any modification made to the records.

8. Contractor shall, upon termination, cancellation, expiration or other conclusion of the Agreement, securely destroy all instances of Covered Data in its possession. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of Contractor. Contractor shall complete such secure destruction not more than thirty (30) days after the conclusion of the Agreement. Within such thirty (30) day period, Contractor shall certify in writing to WSU that such secure destruction has been completed. Destruction of data includes any and all copies of the data such as backup copies created at any Contractor or Contractor subcontractor site.

[Remainder of page intentionally left blank.]

ATTACHMENT 1
Contractor’s Assigned Premises

The University agrees to provide exclusive rights to Contractor to manage and operate the Dining Services Program locations identified below and at all new or relocated dining service facilities on the Main Campus (“Contractor’s Premises”). Contractor’s Premises are limited to the individual outlets noted including directly associated back-of-house support spaces, and other locations that may be added or relocated in accordance with the preceding sentence. If another food service use is proposed for such location, Contractor shall be granted the first right and option to locate such facility and shall have no right or option if such space is to be utilized for non-food service purposes. Building names are provided for reference only. Throughout the term of the contract, University reserves the right to remove Dining Services Program locations from Contractor’s contract. Such action will be considered a Material Change to Contractor’s contract, as per the terms outlined in Section 17.21.

The parties acknowledge and agree that, as of May 2025, Contractor is providing retail food service at the Cargill Café inside Woolsey Hall (“Cargill Café). The parties agree that Cargill Café is located outside the defined geographic area of exclusivity set forth in this Agreement. Notwithstanding the location, Contractor’s current operation of the Cargill Café shall be deemed permissible and within the scope of this Agreement.

The parties further acknowledge that the continuation of services at the Cargill Café by Contractor is subject to ongoing mutual agreement and operational needs. At any time, if the University determines, in its sole discretion and in consultation with Contractor, that an alternative arrangement for the Cargill Café is preferable—including, but not limited to, University management of the operation or replacement of the service with another concept or provider—such decision shall not constitute a breach of this Agreement by the University, nor shall it give rise to any claim for damages, lost profits, or exclusivity violations by Contractor.

Venue	Building/Facility	Notes
Contract Board Food Service		
Shocker Dining Hall	Shocker Hall	
Retail Food Service		
Rhatigan Food Court	Rhatigan Student Center	Chick-fil-A, Pizza Hut, Starbucks, Freddy’s, Panda Express, Student Choice
Ground House	Shocker Hall	
Cargill Café	Woolsey Hall	Opened 9/01/2022
Shocker Sports Grill and Lanes	Rhatigan Student Center	Effective August 1, 2024
Catering Services		

Exclusivity	Shocker Dining Hall	
Non-Exclusive	Remaining WSU Campus	
Summer Camp/Conference Food Service		
Exclusivity	Shocker Dining Hall	
Vending Services		
Identified Location	Identified Locations	
Other		
		And other mutually agreed upon locations

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

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ATTACHMENT 2
Retail Dining and Convenience Store Service Hours and Service Period Opening/Closing Schedules

As of Fall 2024

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Freddy's	Closed	10am-5pm	10am-5pm	10am-5pm	10am-5pm	10am-15m	Closed
Panda	Closed	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-5pm	Closed
Chick-fil-A	Closed	7am-7pm	7am-7pm	7am-7pm	7am-7pm	7am-5pm	11am-2pm
Fujisan	Closed	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-5pm	Closed
Ground House	7am-10am 8pm – midnight	7am – midnight	7am – midnight	7am – midnight	7am – midnight	7am – midnight	7am-10am 8pm – midnight
Starbucks	Closed	7am-9pm	7am-9pm	7am-9pm	7am-9pm	7am-7pm	9am-4pm
Cargill	Closed	7am-2pm	7am-2pm	7am-2pm	7am-2pm	7am-2pm	7am-2pm

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ATTACHMENT 3	
Meal Plan Options and Policies	

<u>Meal Plan Options</u>	
Mandatory Plans 2025-26	
Plan	Estimated Student Price with 4% increase
Unlimited Access plus \$75 dining dollars + 2 guest meals	\$2,440
Premium Unlimited Access plus \$250 Shocker Dollars + 2 guest meals	\$2,620
Platinum Unlimited Access plus \$400 Shocker Dollars + 2 guest meals	\$2,780
\$500 Shocker Dollars Flats Residents Only	\$500
\$750 Shocker Dollars Flats Residents Only	\$750
\$1,000 Shocker Dollars Flats Residents Only	\$1,000
Non Mandatory Non Resident Meal Plans	
Build Your Own Plan	
First Choose your swipes	Price Per swipe
10 Swipes	9.35
20 Swipes	9.12
30 Swipes	9.11
40 Swipes	8.89
50 Swipes	8.60
60 Swipes	8.40
70 Swipes	8.29
80 Swipes	8.26
Then Choose your dining dollars	Price with Discount
0	0.00
52	49.40
104	96.72
156	145.08
208	187.20
260	234.00
312	271.44
416	353.60
520	416.00
Shocker Dollars	

Shocker Dollars	Price with Discount
77.25	75
105	100
157.5	150
214	200
267	250
330	300
452	400
575	500

- First year students must live in Shocker Hall.
- Shocker Hall, the Flats and the Suites are required to have a meal plans.
- Shocker Dollars are valid as long as the student remains enrolled in the dining program at the University.
- Meal Plan change period shall be limited to the first two (2) weeks of each semester.
- There is no meal exchange program.

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ATTACHMENT 4
Residential Dining Rates

Contractor’s Daily Rate Schedule. Contractor shall be compensated for provision of Contract Board services according to the following sliding scale of daily rates, per student, per day.

Academic Year 2024-25 Resident Dining Meal Plans- Daily rates excludes DB Dollars

Patron Range		Platinum Unlimited	Platinum Premium	Unlimited Access
1155	1174	\$ 15.23	\$ 15.23	\$ 15.23
1135	1154	\$ 15.45	\$ 15.45	\$ 15.45
1115	1134	\$ 15.70	\$ 15.70	\$ 15.70
1095	1114	\$ 15.98	\$ 15.98	\$ 15.98
1075	1094	\$ 16.27	\$ 16.27	\$ 16.27
1055	1074	\$ 16.52	\$ 16.52	\$ 16.52
1035	1054	\$ 16.81	\$ 16.81	\$ 16.81
1015	1034	\$ 17.10	\$ 17.10	\$ 17.10
995	1014	\$ 17.38	\$ 17.38	\$ 17.38
975	994	\$ 17.68	\$ 17.68	\$ 17.68
955	974	\$ 17.99	\$ 17.99	\$ 17.99
935	954	\$ 18.32	\$ 18.32	\$ 18.32
915	934	\$ 18.66	\$ 18.66	\$ 18.66
895	914	\$ 19.02	\$ 19.02	\$ 19.02
875	894	\$ 19.40	\$ 19.40	\$ 19.40
855	874	\$ 19.79	\$ 19.79	\$ 19.79
835	854	\$ 20.22	\$ 20.22	\$ 20.22
815	834	\$ 20.62	\$ 20.62	\$ 20.62
795	814	\$ 21.07	\$ 21.07	\$ 21.07
775	794	\$ 21.52	\$ 21.52	\$ 21.52
755	774	\$ 22.02	\$ 22.02	\$ 22.02
735	754	\$ 22.53	\$ 22.53	\$ 22.53
715	734	\$ 23.06	\$ 23.06	\$ 23.06
695	714	\$ 23.64	\$ 23.64	\$ 23.64
675	694	\$ 24.24	\$ 24.24	\$ 24.24
655	674	\$ 24.88	\$ 24.88	\$ 24.88
635	654	\$ 25.58	\$ 25.58	\$ 25.58
<	635	\$ 26.16	\$ 26.16	\$ 26.16

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

2024-2025	
Breakfast	\$10.04
Lunch or Brunch	\$10.04
Dinner	\$10.04
Late Night	\$10.04
Special Events/Steak Night	\$10.04

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ATTACHMENT 5

Resident Dining Service Days and Service Hours for All You Care to Eat Service

Summer Hours: Negotiated with each camp based on volume of business

Fall Semester

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
10 a.m. to 1:30 p.m. 5 p.m. to 10 p.m.	7 a.m. to 10 p.m.	10 a.m. to 1:30 p.m. 5 p.m. to 8 p.m.				

Spring Semester

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
10 a.m. to 1:30 p.m. 5 p.m. to 10 p.m.	7 a.m. to 10 p.m.	10 a.m. to 1:30 p.m. 5 p.m. to 8 p.m.				

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ATTACHMENT 6

Child Development Center Rates

Child Development Center

CDC Daily Cost for 2024-2025 -- Breakfast and Snack \$.79 and Lunch is \$2.64

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ATTACHMENT 7
Payment Schedule

Yearly Payment Schedule To University (as of Fall 2024)

Payment Date	Amount	Description
August of each year	Varies	July Commissions
July of each year through & Including June 2037	\$423,333	Operating Fee
September of each year	Varies	August Commissions
October of each year	Varies	September Commissions
November of each year	Varies	October Commissions
December of each year	Varies	November Commissions
January of each year	Varies	December Commissions
February of each year	Varies	January Commissions
March of each year	Varies	February Commissions
April of each year	Varies	March Commissions
May of each year	Varies	April Commissions
June of each year	Varies	May Commissions
July of each year	Varies	June Commissions

Yearly In-Kind Funds for University Use

Date Funds Available	Amount	Description	Designate Use
July of each year	\$20,000	Catering Fund	Food & Beverage from Catering
July of each year	\$20,000	Food Pantry Fund	Food & Beverage from Retail Operations
October of each year	\$10,000	Food Insecurity Fund	Food & Beverage from Retail Operations

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ATTACHMENT 8

Contractor Investments and Amortization Schedules

Contractor Investments and Amortization	Cost	NBV 10/1/2023	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31	FY 32	FY 33	FY 34	FY 35	FY 36	FY 37
2019 signing bonus	\$150,000	\$75,765.76	\$ 2,877.18	\$ 5,754.36	\$ 5,754.36	\$ 5,754.36	\$ 5,754.36	\$ 5,754.36	\$ 5,754.36	\$ 5,754.36	\$ 5,754.36	\$ 5,754.36	\$ 5,754.36	\$ 5,754.36	\$ 5,754.36	\$ 3,836.24
2017 signing bonus	\$200,000	\$85,867.87	\$ 3,260.81	\$ 6,521.61	\$ 6,521.61	\$ 6,521.61	\$ 6,521.61	\$ 6,521.61	\$ 6,521.61	\$ 6,521.61	\$ 6,521.61	\$ 6,521.61	\$ 6,521.61	\$ 6,521.61	\$ 6,521.61	\$ 4,347.74
Capital Investment																
Renovation of Dining Facilities	\$1,500,000	\$748,583.54	\$ 28,427.22	\$ 56,854.45	\$ 56,854.45	\$ 56,854.45	\$ 56,854.45	\$ 56,854.45	\$ 56,854.45	\$ 56,854.45	\$ 56,854.45	\$ 56,854.45	\$ 56,854.45	\$ 56,854.45	\$ 56,854.45	\$ 37,902.96
POS investment	\$150,000	\$75,765.76	\$ 2,877.18	\$ 5,754.36	\$ 5,754.36	\$ 5,754.36	\$ 5,754.36	\$ 5,754.36	\$ 5,754.36	\$ 5,754.36	\$ 5,754.36	\$ 5,754.36	\$ 5,754.36	\$ 5,754.36	\$ 5,754.36	\$ 3,836.24
Panda Express Investment	\$600,000	\$317,358.49	\$ 12,051.59	\$ 24,103.18	\$ 24,103.18	\$ 24,103.18	\$ 24,103.18	\$ 24,103.18	\$ 24,103.18	\$ 24,103.18	\$ 24,103.18	\$ 24,103.18	\$ 24,103.18	\$ 24,103.18	\$ 24,103.18	\$ 16,068.78
Listed as Enhancements	\$200,000	\$101,021.02	\$ 3,836.24	\$ 7,672.48	\$ 7,672.48	\$ 7,672.48	\$ 7,672.48	\$ 7,672.48	\$ 7,672.48	\$ 7,672.48	\$ 7,672.48	\$ 7,672.48	\$ 7,672.48	\$ 7,672.48	\$ 7,672.48	\$ 5,114.99
Chick Fil A Mandatory Refresh	\$200,000	\$161,111.11	\$ 6,118.14	\$ 12,236.29	\$ 12,236.29	\$ 12,236.29	\$ 12,236.29	\$ 12,236.29	\$ 12,236.29	\$ 12,236.29	\$ 12,236.29	\$ 12,236.29	\$ 12,236.29	\$ 12,236.29	\$ 12,236.29	\$ 8,157.52
2018 Pre-opening Amd. #2	\$300,000	\$111,999.99	\$ 4,253.16	\$ 8,506.33	\$ 8,506.33	\$ 8,506.33	\$ 8,506.33	\$ 8,506.33	\$ 8,506.33	\$ 8,506.33	\$ 8,506.33	\$ 8,506.33	\$ 8,506.33	\$ 8,506.33	\$ 8,506.33	\$ 5,670.89
2017 Pre-opening	\$365,595	\$184,664.00	\$ 7,012.56	\$ 14,025.11	\$ 14,025.11	\$ 14,025.11	\$ 14,025.11	\$ 14,025.11	\$ 14,025.11	\$ 14,025.11	\$ 14,025.11	\$ 14,025.11	\$ 14,025.11	\$ 14,025.11	\$ 14,025.11	\$ 9,350.08
	\$3,315,595															
2025-26 Investment	\$1,000,000	\$1,000,000		\$7,092.20	\$85,106.38	\$85,106.38	\$85,106.38	\$85,106.38	\$85,106.38	\$85,106.38	\$85,106.38	\$85,106.38	\$85,106.38	\$85,106.38	\$85,106.38	\$56,737.59
2031-32 Investment	\$750,000	\$750,000								\$10,869.57	\$130,434.78	\$130,434.78	\$130,434.78	\$130,434.78	\$130,434.78	\$86,956.52

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ATTACHMENT 9
Electronic Access System

University Provided Equipment

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

University’s electronic access system in RSC.

Contractor Provided Equipment

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

Item Number	Product Description	Qty
Product Group: Odyssey		
SAS7190213	Odyssey Direct System for C&U - Single campus	1
SAS7190214	Odyssey Direct Meal Plans for C&U - Block of 500 patrons	3
SAS7190216	Odyssey Direct Retail for C&U - Block of 1000 patrons	2
Product Group: Third Party Software		
SFT7590136	Crystal Reports 2013 (On Premise)	1
Product Group: Card Readers		
COM6880017	Odyssey Direct Gateway Kit (Includes spare)	1
4CPR0031	CAT 5 Cable, 14'	13
4CPR0031	CAT 5 Cable, 14'	1
4CPR0058	Contactless Card Reader (USB) for use with HID Manufactured Cards (RFIdeas Prox 125Khz)	13
Product Group: Micros Workstation		
MCR6040399	Adjustable Stand High/Low Mount Display for Oracle MICROS Workstation 6 Series	13
MCR6080214	Customer display for Oracle MICROS Workstation 6 Series: 240 by 64 LCD, high mount	13
MCR6080216	Oracle MICROS Workstation 610 w/ Atom proc, 4 GB RAM, 64 GB SSD, Win Emb 8.1 Ind Pro	13
Product Group: Micros KDS		
MCR6040298	BR Metal kitchen display system display mounting plate	1
MCR6040299	BR Metal kitchen display system display mounting arm	1
MCR6040302	BR Metal kitchen display system bump bar monitor mount	1

MCR6040310	DT Research kitchen display controller with AMD 166LX proc and with Microsoft WinCE 6.0	1
MCR6040311	HP EliteDisplay E190i LED monitor: 19 inches	1
MCR6080141	Oracle MICROS 20-key bump bar with USB interface, 1.8 meter USB cable, and wall bracket	1

Product Group: Micros Peripherals

MCR6080129	APG Series 4000 dual media slot cash drawer: 18 x 16.7 x 4.2", 5 bill / 5 coin, Series 2	13
MCR6080119	Epson TM-T88V thermal receipt printer with PS180 power supply, IDN interface	13
MCR6800042	Zebra DS9208 Countertop 1D/2D Scanner - includes serial cable, power supply, stand	4
4REP0067	MICROS Workstation 5 Peripheral Cable (Workstation 5/5A, E/R series tablet base or Workstation6)	4

Product Group: MICROS Software

SFT7580084	Odyssey Direct interface to Oracle Hospitality Symphony	13
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Product Group: P2Pe Credit Card Terminals

Ingenico	iPP350 P2Pe terminals	13
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ATTACHMENT 10

Contractor's Subcontractors

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

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

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ATTACHMENT 11

Contractor's Emergency Preparedness and Business Continuity Plan

General Items

- Essential personnel shall be identified, list of names and phone numbers maintained in emergency plan book and distributed to management team. As staff is evacuated as needed, management shall be notified of location and contact information, and list updated.
- Essential personnel listing of management team will be maintained with university officials and updated as necessary
- Plan shall be in place with facilities management for generator power for walk-in coolers and freezers, along with any cooking equipment necessary, This plan will include the loading dock freezer located at the Rhatigan Student Center and Shocker Hall.
- All "loose" items outside of all food service facility buildings shall be secured and/or moved into the buildings
- Chartwells will secure all perishable food items as determined by generator plans
- Chartwells will secure all chemical supplies at all foodservice facilities
- Chartwells will secure all foodservice operations/buildings prior to the emergency
- All management to have personal computers backed up
- Food service director will meet with University officials prior to storm to gain latest information and to determine direction for the immediate future
- Chartwells management will continue to attend all meetings as deemed necessary by University officials
- A minimum of 1 staff member will be maintained on campus during the storm to assist in the food service operations for police personnel, sleeping quarters to be determined by University officials
- Once the storm has passed and it is deemed safe for travel, essential personnel will be contacted with instructions for return.
- University will provide point of contact information that all foodservice requests will go through and be authorized by
- Location for food service operations will be determined in partnership with campus police and facilities personnel, if the main dining hall is not available
- University point of contact for food service operations will work with Chartwells to identify when service will be begin after the storm has passed
- University point of contact for food service operations will work with Chartwells management on methodology to identify personnel that Chartwells will be serving during crisis and recovery efforts
- All onsite Chartwells management will be fully aware of the emergency plan and participate in its execution as necessary

Chartwells at Wichita State University
Emergency Preparedness and Business Continuity Plan
Foodservice specific items

- University facilities management to notify Chartwells in writing of all equipment that is or will be operational via generator during an emergency by September 1, 2017. List will be maintained in Chartwells emergency plan book.
- Once notified, Chartwells management will build a menu for one week based upon information provided by facilities management
- Once menu has been built, Chartwells management will place a “contingency” order with Sysco Kansas City, and inform Sysco representative. This order will consist of a quantity of food that will be sufficient for one week of emergency service.
 - Note: menus are subject to change based upon availability of products from Sysco Kansas City
- Upon notification of the impendency of an emergency situation, Chartwells will notify Sysco of the need for the delivery of the contingency order. Note: this must occur a minimum a 3 days in advance of actual delivery.
- Upon notification, Chartwells will ensure that the catering food trucks have full tanks of fuel in case foodservice operations need to occur in a different location than the preparation location
- If the emergency situation lasts more than a week, Chartwells will work directly with Sysco representative to ensure a sufficient quantity of food products for continued service
- Beginning on August 1 of each year, Chartwells will maintain an inventory of 300 cases of 20 oz. bottled water until October 31 of each year, location to be the storage rooms in RSC and Shocker Hall.
- During the physical emergency, Chartwells will maintain a minimum of 1 staff member onsite for the purpose of service for emergency personnel, specifically University police, designated staff member to be determined by Chartwells prior to the emergency
- Chartwells will work with Sysco Kansas City to obtain and store frozen meals as deemed necessary for emergency services
- At such time as University and City officials have deemed it safe to travel, other essential personnel will be contacted for return to work
- Chartwells will work directly with University designated official to determine numbers of personnel needing foodservice, along with location(s), orders, pricing and reimbursement
- Chartwells will maintain flashlights and batteries on campus as deemed necessary by information from facilities management as to operational equipment under generator power
- Upon the end of the physical emergency, Chartwells will take pictures of any damage to all foodservice facilities and provide to University officials
- Chartwells will work with University officials to determine plan to repair facilities and replace equipment as necessary

ATTACHMENT 12

Capital Equipment and Furnishings Inventory

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Capital Equipment

As Of 7/6/2017

Capital Equipment Inventory as defined by WSU (Items over \$5K)

PERM TAG NUMBER	IN SERVICE DATE	SITE	LOCATION	DESCRIPTION	MAKE	MODEL	SERIAL NUMBER	CUSTODIAN
X	7/5/2017	Shocker Dining		Refrigerator	TrueFreezer	DPP-67	8048749	Kahrs, Andrew
		Shocker Dining	Dining Area	Ice Cream Maker	Taylor	C713-27	M4054886	Kahrs, Andrew
		Shocker Dining	Pizza Station	Freezer	Ultraspec	FIS-ID-SI-XH	D146803	Kahrs, Andrew
		Shocker Dining	Kitchen	Convection Oven	Blodgett		031714CC0755T	Kahrs, Andrew
		Shocker Dining	Kitchen	Griddle	Southbend	P36N-TTT	14D87997	Kahrs, Andrew
		Shocker Dining	Kitchen	Grill	Southbend	P36D-CCC	14D87997	Kahrs, Andrew
		Shocker Dining	Kitchen	Stove	SOUTHBEND	P18C-5	14D87993	Kahrs, Andrew
		Shocker Dining	Kitchen	Fryer	Frymaster	FMPH-255-4SE	140411014	Kahrs, Andrew
		Shocker Dining		Freezer	Victory	FS-10-51-EW	B1416805	Kahrs, Andrew
		Shocker Dining		Refrigerator	Traulsen	TBC-13	T624-14D14	Kahrs, Andrew
		Shocker Dining	Kitchen Prep	Food mixer	Hobart	HL600	31-1479-275	Kahrs, Andrew
		Shocker Dining	Kitchen Prep	Small batch mixer	Hobart	HL200	31-14-74-600	Kahrs, Andrew



Pizza Hut

Manufacturing Description	Model Number	Serial number
Hattco 2 shelf warmer	GRS DS 41DHW	7849501031
Hattco 2 shelf warmer	GRS DS 41DHW	4723710751
Middleby pizza oven	N/A	287963;287964;287965
Pitco Fryer	SEF184	E182D039487
Delfield under-counter Fridge	407CA	1208152002318
Sandwich prep table	TSS46016	3583044
Traulsen proofer	RPP132LFHS	T66061107
Traulsen pizza prep table	T60668T	T20405H12
Traulsen refrigerator	G20010	T20762812

Erberts and Gerberts

Manufacturing Description	Model Number	Serial number
Garland Chargrill		
True two drawer refrigerated chef base	non-working	non-working
Norlake prep table	NCSmp22-30	
Tubro Chef Encore 2 microwave oven	ENCZ	ENCZ B1Z203
Piper bread oven/proofer	OP3EqZ08	39802

Chick-Fill-A

Manufacturing Description	Model Number	Serial number
Garland Grill	CSBE121	150410010257
Star Grill	SC3	ETBC3331549911
counter top Soup kettle		
Duke Holding unit	Vollratl 17502	
Randell Fridge Unit	cr9039	W30386611
Vertical toaster	VCT2	15050507
BKI counter top warmer	N0517	512000A
Randell Breading station		
Blogett Oven		
Duke Holding cabinet bisquit wamer		
Trulson Fridge 2door	uhp60T7825104	
Trulson Thaw Box	232Nut	T77901104
Henny penny open fryer		
BKI Fry shoot		
Toastmaster warmer		
True pass through refrigerator	DDm 05PtLD	9117755
Ice Dispenser	ld150B1A	7592980IE
Lemonade cooler	42102	1011ArDD
Henny penny fryer	500C	S00CAA1211049
Henny penny fyer	500G	S006A092037
Henny penny Fryer	500C	S00CAA040439
Sunkist Juicer	8RC03	50992

Taco Bell

Manufacturing Description	Model Number	Serial number
Pitco Frialator	RT614	D94EE11601
Bevles tortilla warmer	m-CS 8233	CHIVTB
Bunn Hot water heater		
Hobart 3 door fridge	23	32505804
Delfield Taco Bell prep line		
Star grill flat toaster	6r14SPT	
Cheese melter	9100416	130061779

Fast Break

Manufacturing Description	Model Number	Serial number
Randell front refrigerated case	4149SCA	W00005405
Randell round front ambient case	1437Dr	W0000110779
True glass door refrigerator	T236	7921209
Open counter top freezer	Wcmvc3	13107651A
Atlas counter top steam well	Wcml	40712A
Tylor Ice cream machine	79433	m2036733
True under counter refrigerator	TWT27	7228911
Hamilton Blender Fro-yo blast blender	94950	63431L
Bunn Coffee brewer	Dual-TFDBc, mp30a(SBUxss)	Dual-144260
expresso machine	Verisno 701	82543598
Turbo air freezer 2 door	PSR49SD	DR49807022
Turbo air freezer 2 door	TSf49SD	DF49804040
Hamilton Beech blender		
Hamilton Beech blender		

Kitchen

Manufacturing Description	Model Number	Serial number
Cornelius Ice machine	m87030	14041280011478
Ice O matic ice machine	lcc18068W4	8101280013181
Manitowoc Ice Machine	IW180050W261	1120158718
Geon Electric Skillet	TD-FTC	1128CDF
Crann electric skillet		
Vulcan Double convection oven	Top: 150308; Bottom: 150309	
6Ft wolf Grill double oven	SnotKler	
Alto sham	1000TH	351990
Cleveland steamer; convection steamer		
Geon Large steam Kettle	D30	10381
Geon steamer pots	T0A20Qt	10234
Geon steamer pots	ToA20Qt	10227
Vulcan 6ft half stove	150311	

hobart Mixer	A200	1120965
Habart buffalo chopper	81481D	1706196
Hobart slicer (OLD)		
Hobart 3door fridge	Ag332529218	
True 2door firdge	EA2RRIZS	5091298
Hobart slicer	HS6	311497340
Manhart	MV80	860290
Robo coup	r4nSyD	non-working
Fry master deep fryer	IZEFsP	8362698GVW
Fry master deep fryer	IZEFSp	8362698GVW
Bevlas Holding cabinet 4ft		
5ft carter heated stove	BB200D	54056

Bakery

Manufacturing Description	Model Number	Serial number
Hobart 3 door firdge	Q3	32504808
Hoart mixer	A200	1292572
Hobart mixer	L800	1293180
Kitchen Aid small mixer	KfmC895Wtt	W61254045
Panasonic microwave	Ne1258R	
Metro proofer	MeA 12791E	
Reed Rotary Bake oven	R8055	
yellow proofer		
yellow proofer		

revised 7-6-17 @ 09:30

ATTACHMENT 13
Smallwares Inventory

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BOH, Dish, Janitorial

Dish Room	Order #	# on hand	Difference	Original Order	
	ED DON			Orig order	Chartwells
Dolly Glass Rack Grey	1006273	24	0	24	19
Dolly Metal w/handle		3	0	3	3
Dolly Metal w/o handle		1	0	1	1
Rack Flatware 18x18 light grey	2E7250	17	5	12	10
Rack open, bowl	2E7454	6	0	6	6
Rack coffee mug		11	11	0	10
Rack cup		26	0	26	25
Rack Tall Peg PLT/Tray	2E7455	5	-1	6	6
Bus Tub It grey		8	0	8	6
Silverware holder light grey 4 slot		12	0	12	12
Rack Flatware w/handles 8 comp	2E7252	12	0	12	12
Janitorial					
Broom Angel Vinyl Coated Mtl Hnd	2J1243	9	0	12	6
Dust Pan Lobby Blk Plastic	11930	6	0	12	1
Red Bucket Kleen 3 qt	J1974	48	0	48	31
Green Bucket Kleen 3 qt	J1978	36	0	36	26

BOH; Pizza, Cutting Boards

Item	Order #	# On Hand	Difference	Original	O Chartwells
Cutting Boards					
Red	K6781	10	0	10	11
White		5	0	5	10
Green		16	0	16	18
purple half size		3	1	2	4
Cutting Board Holder					
Cutting Board Holder		4	2	2	3
Pizza					
Butcher Block Cutting Board		1	0	1	0
Pizza cutting board Wood w/handle		8	2	6	0
Pizza Pleaser Pewter		12	0	12	10
Cutter Pizza 4" stamped	1040320	1	0	1	1
Pizza Knife (Wheel)		8	1	7	7
Pizza Peel Circle Long Handle		1	0	1	1
Peel 12"x14" wood hnd 25" wood handle	K4507	2	0	2	0
Pizza Peel square Long handle		1	0	1	3
Pizza "fork" long handle		1	0	1	1
Deck Brush long handle		1	0	1	1

BOH; Spoons, Tongs, Whips

Item	ED DON	Qty	Difference	Original	O Chartwells	PAGE 1
Spoon Cooking						
Spoon Solid Basting 15"	K7200	23	-27	50	12	
Spoon Slotted Basting 15"	K7317	13	-11	24	9	
Spoon Perf Basting 15"	K7316	11	-1	12	9	
Tong Cooking						
Tong Utility 9"	3K466	6	-12	18	4	
Tong Utility 12"	3K465	109	17	92	94	
Tong Utility 16"	3K464	31	-1	32	13	
Ladle Cooking						
Ladle 2 oz 12 1/4"	K7102	11	1	10	9	
Ladle 4 oz 11 1/2"	K7103	15	0	15	12	
Ladle 6 oz 14 3/4"	K7104	9	0	9	12	
Ladle 8 oz 15"	K7105	12	0	12	3	
Ladle 12 oz 18"	K7106	6	0	6	6	
Whip French						
Whip French 10"	K7058	5	-1	6	3	
Whip French 12"	K7626	6	0	6	5	
Whip French 18"	K7629	3	0	3	2	
Disher Grey						
Disher 1 oz #30	K967	4	0	4	0	
Disher 2 oz #16	K964	4	-2	6	2	
Disher 3 1/2 oz # 10	K962	5	0	5	4	
Disher 4 oz #8	K961	3	-1	4	0	
Disher 4 2/3 oz #6	K960	3	0	3	0	
Disher Ice Cream #30	S1225	6	-1	7	5	

BOH Fry Pans, Pots

Item	Order#	On Hand	Diff	Orig Order	Chartwells
Fry Pan					
Pan, Fry 10" alum	K1331	12	0	12	12
Pan, Fry 12" Alum	K1332	12	6	6	6
Pan, Fry 14" Alum Nat w/Silicone	K8098	4	0	4	4
Pan, Fry 14" Silverstone Select	K1678	12	0	12	12
Pan Fry 10" SS Trivent Silicon	K1687	12	0	12	12
Pan, Roasting					
Pan, Roasting Bottom	K9488	14	2	12	12
Pan, Sauce					
Pan, Sauce tapered 2 1/2 qt alum	1027563	4	0	4	4
Pan, Sauce tapered 4 1/2 qt alum	1027564	6	0	6	4
Pan, Sauce tapered 6 1/2 qt alum	1027565	6	0	6	6
Pan, Sauce tapered 10 qt alum	1027566	6	0	6	6
Pot, Stock					
Pot, Stock 8 qt w/lid alum	1031548	4	0	4	3
Pot, Stock 12 qt w/lid alum	1031631	6	0	6	6
Pot, Stock 20 qt w/lid alum	1031550	5	1	4	5
Pot, Stock 24 qt w/ lid alum	1031552	8	4	4	8
Pot, Stock 40 qt w/ lid alum	1031553	5	3	2	2
Pot, Stock 60 qt	1031540	1	0	1	0
Pot, Stock 20 qt Choice Alum	1025321	2	0	2	2
Pot, Sauce					
Pot, Sauce 20 qt Choice Alum	1031545	4	0	4	4
Pot, Sauce 20 qt alum	1031546	4	0	4	4
Pot, Sauce 40 qt alum	1031547	1	0	1	1
Brazier					
Brazier 25 qt alum	1025318	4	0	4	2
Brazier 30 qt rnd alum	1025319	2	0	2	2

BOH Scale, Slicer, Timer, Knife

Item	Order #	On Hand	Diff	Orig Order	Chartwells
Scale					
Scale 2lb	1003856	3	0	3	3
Scale 3 lb	1003855	6	0	6	2
Scale 5 lb	1003854	3	0	3	2
Torch					
Butain f/use w/x1000 gas	K182	0	-2	2	0
Timer					
Digital multi station	K5370	4	0	4	3
Wedger/Slicer					
Wedger 6section 3.5	1K612	2	0	2	2
Slicer Lettuce 1" Sq	1K5708	1	0	1	1
Cuber 3/4"	1K5540	2	1	1	1
Slicer Onion 1/4" cut	1K5594	1	0	1	1
Food Mill/Processer/Masher					
Mill food 12 1/4	K5692	1	0	1	1
Masher 17" red handle	1043693	1	0	1	1
Grater Shredder Hand	1K940	6	0	6	5
Processer Blades/Bowl					
Serrator Crinkle Cut	3K5838	2	0	2	1
Slicer Granton Edge 11"	K2482	6	0	6	2
Processer 2.5 qt bowl	1057134	2	0	2	2
Blender					
Blender commercial 1 Gal	1034932	2	0	2	1
Immersion Blener 16"	H203	1	-1	2	1
Shears/Knife					
Shears Kitchen 8" pull apart	3K5752	2	0	2	1
Garnishing 9pc set	3K4847	1	0	1	1
Peeler Swivel	1040322	14	0	14	6
Sharpener Steel 10"	3K452	4	-2	6	1
Sharpener tripple Diamond	1033717	1	0	1	0
Knife Oyster	1040321	1	0	1	1
Knife Utility 8" offset wavy		7	1	6	0
Knife paring 3 1/5"	1040309	18	-6	24	0
Knife Boning 6"	1040319	9	-3	12	0
Knife Chef 8"	3K456	25	1	24	0
Knife Chef 10"	3K455	17	-1	18	2
Corer Tomato ss	1K5592	24	0	24	6

BOH Scale, Slicer, Timer, Knife

Radish Rose Maker	1K5500	2	0	2	0
Fork Cooks					
Fork Cooks 8" stamped	1033723	6	0	6	1
Mandoline					
Mandoline Delux Food Cutter	1K7054	2	0	2	2

BOH Opener, Spatula, Turners

Item	Item #	On Hand	Diff	Orig Order	Chartwells
Opener					
Opener Pail Bucket 16x5"	1K2100	1	-1	2	0
Opener Can Bottle Punch	K5632	3	-1	4	4
Opener Can Manual w/Steel Base	kK5810	4	0	4	4
Spatula					
Spatula High Heat 9 1/2"	K1086	25	-11	36	5
Spatula High Heat 13"	K1087	19	-5	24	0
Turner					
Turner 8x3" perforated	1040311	14	2	12	12
Turner 8x3" solid	1040310	22	-2	24	22
Wood Turner 24"		1	0	1	1
Grill Serated Turner		1	0	1	1

BOH Dipper, Spreader, Pie Server

Item	Order#	On Hand	Diff	Orig Order	Chartwells
Dipper					
Dipper 30 oz alum	K2067	4	0	4	4
Dipper 2 qt alum	K1496	3		3	3
Spreader/Scraper					
Spreader 3 1/2	1040314	8	2	6	3
Spreader Serated		1	1		0
Scraper Bench 6x3"	1040315	8	-4	12	2
Server, Pie					
Server, Pie 5x3"	1040313	8	2	6	4
Server, Pie 5x2"	1040312	2	-4	6	2

BOH Thermometer

Item	Order #	On Hand	Diff	Orig Order	Chartwells
Thermometer					
Thermometer, Digital 9 3/8 -40	K5480	12	0	12	0
Thermometer, Digital Fridge/Freez	1038709	39	-9	48	22
Thermometer, Tomer Probe 32 - 39	K5431	4	0	4	0

BOH Pan Roasting, Steam, Coldma

Item	Order#	On Hand	Diff	Orig Order	Chatwells
	ED DON				
Pan, Roasting					
Pan, Roasting Bottom	K9488	12	0	12	10
Pan, Roast 26x18x2 1/4" alum 13	1035911	16	0	16	0
Pan, Steam Full Size					
Pan, Steam Full 2 1/2"	K9881	298	54	244	163
Pan, Steam Full 4" anti 18/8	K9882	64	4	60	63
Pan, Steam Full 6" Anti 18/8	K9883	24	0	24	23
Pan, Steam Half Size					
Pan, Stam HALF SIZE 2 1/2" Anti 18/	K9884	29	5	24	13
Pan, Steam HALF SIZE 4" Anti 18/8	K9885	22	-2	24	21
Pan, Steam HALF SIZE 6" Anti 18/8	K986	9	3	6	5
Pan, Steam Third Size					
Pan, Steam Third Size Anit 2 1/2"	K9807	32	8	24	11
Pan, Steam Third Size Anti 4"	K9808	38	2	36	38
Pan, Steam Third Size 6"		5	5		0
Pan, Steam Sixth Size					
Pan, Steam Sixth Size 4"	K9814	31	-5	36	25
Pan, Steam Sixth Size 6"	K985	23	-1	24	16
Pan, Steam Ninth Size					
Pan, Steam Ninth Size 4"	K9820	5	-7	12	6
Pan, Steam Perferated FULL SIZE					
Pan, Steam Perf 2 1/2"	K7157	49	1	48	36
Pan, Steam Perf 4"	K7158	23	-1	24	0
Pan, Steam Perferated HALF SIZE					
Pan, Steam Perf half size 4"	K7998	12	0	12	28
Pan, COLDMASTER					
Pan, Coldmaster HALF SIZE WHT	2E2402	0	0	0	0
Half size 2"		27	11	16	27
Half size 6"		34	18	16	34
Pan, Coldmaster THIRD SIZE WHT	2E2403		-12	12	0
Third 6"		6	-6	12	6
Pan, Coldmaster SIXTH SIZE WHT	2E2404		0	0	0
sixth 4"		17	9	8	17
sixth 6" 2 1/4 qt		32	8	24	32
SHOT GUN 2"		23	-7	30	23
SHOT GUN 4"		40	16	24	40
1/9th pan		12	12	0	12

BOH Pan Roasting, Steam, Coldma

Pan, SHEET

Pan, Bun Sheet 18x26 full size	K2582	578	78	500	359
Pan, Bun Sheet 13x18 alum half size	K2569	46	-2	48	29
Pan, PERF 18x26 alum	K25798	35	-1	36	16

Pan, Meat Loaf

Pan, Meat Loaf 5x10x4	K1406	8	0	8	8
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BOH Bakery Items

Item	Order #	On Hand	Diff	Orig Ord	Chartwells
Pan, Insert					
Pan, Insert Round 7 1/4 qt	K8133	6	0	6	6
Pan, Spring Form					
Pan, Spring Form 10 1/4 x 2 1/2	K3527	17	-1	18	12
Pan, Loaf/Bake/Cupcake/Muffin					
Pan, Loaf Mini 12 Steel alum	K1603	6	0	6	0
Pan, Bake 18x26x3 sqr corner	K2175	12	0	12	10
Pan, Mini Muffin/Cupcake 24 cup	K1606	12	0	12	13
Pan, Cupcake XL Cup 12 cup 6oz	K1607	12	0	12	12
Pan Cupcake H.D. 24 cup	K1604	12	0	12	12
Pan, Bread Loaf 1lb	K1601	12	0	12	11
			0		
PAN CAKE BAKING 2" Full		14	0	14	8
			0		
Grate					
Icing, Draining Full size	K4571	20	2	18	0
Icing, Draining Third size		12	0	12	0
MEAT		1	0	1	0
Bowl, Mixing/Stand					
Bowl, Mixing 5 qt 11 1/4" SS	K6904	12	0	12	12
Bowl, Mixing 8 qt 13 3/8" SS	K6905	12	0	12	12
Bowl, Mixing 13 qt value 16" SS	1018259	12	0	12	12
Bowl, Mixing 20 qt	K6907	12	0	12	12
Bowl, Mixing 30 qt SS HD	K7306	3	0	3	3
Bowl, Mixing STAND MOBILE 30qt	E2457	3	0	3	3
Brush, Pastry					
Brush Pastry Silicone 2"	K5278	12	-12	24	7
Brush, Butter Wood		1	0	1	1
Measuring Cup					
Cup Measure 16 oz	K2321	28	-8	36	14
Cup Measure 32 oz	K2322	15	-3	18	14
Cup Measure 64 oz	K2323	16	-2	18	12
Cup Measure 128 oz	K2324	12	-12	24	6
Measuring Spoon					
Measuring Spoon Set 4pc SS	K6363	24	0	24	4
SILICONE MAT					
Silicone Mat full size		10	0	10	0

BOH Collander, Sieve

Collander
Collander

8  8

Chartwells
7

Retail BOH Chartwells Inventory

Item	Quantity
1 Pedistool Fan	1
2 Shelve Rack 6ft	3
3 5ft	3
4 4ft	4
5 3ft	1
6 Knife Rack	1
7 10" butcher knife	2
8 10" bread knife	2
9 Carving Knife	0
10 Paring Knife	4
11 Microwave Panisonic ne-125E	1
12 Speed Rack tall	1
13 Speed Rack short	1
14 Floor mixer - huburt L800	1
15 Floor mixer - whip	1
16 Floor mixer - paddle	2
17 Large Bowl	1
18 Med counter mixer - huburt L800	1
19 Small Counter mixer - kitchen	1
20 Small counter mixer - bowl	1
21 Small counter mixer - whip	1
22 Small counter mixer - paddle	1
23 Can racks	2

Prep Kitchen (Retail) Chartwells Inventory

Item	Quantity
1 18Qt. Food Storage	18
2 8Qt. Food Storage	28
3 Full Sheet Pans	263
4 4Qt. Food Storage	119
5 2Qt. Food Storage	18
6 4" 1/6 Pans	10
7 6" 1/6 Pans	7
8 2Qt 1/2 Pans	3
9 Full Clock	2
10 Half Clock	1
11 Half Lids	5
12 Round Lids	5
13 Square Lids	11
14 Yellow Plastic Trays	32
15 Half Sheet	16
16 BILL 1/4 Plastic Sheet	201
17 1/2 Plastic Putley	120
18 Rolling Rack	2
19 Green Rolling Storage Rack	1
20 12Qt. Food Storage	6
21 6Qt Food Storage	17
22 Clam Shell Bowls Blk	7
23 Spatula	1
24 2" 1/3 Pans	1
25 2" 1/9 Pan	1
26 Chip Tray	1
27 Rectangle Divider with Handle	1
28 Red Plastic Trays	6
29 Red Lids	2
30 Yellow Basket	1
31 Drain Trays	3
32 Meal Rack	1
33 Lids Storage Fuel	32
34 1/3 Storage Lid	1
35 Plastic Food Storage Strainer	1
36 BILL Baskers	2
37 Small Clock	1
38 4" 1/3 Stainless Pans	11
39 6" 1/3 Pans	17
40 White Rack Unshaped	1
41 Dish Rack	30

Retail Bakery Chartwells Inventory

Item	Quantity
1 #8 Scoop	1
2 #10 Scoop	1
3 Scraper	3
4 #40 Scoop	3
5 #30 Scoop	2
6 #25 Scoop	1
7 Rubber Spatula	2
8 Small Whisk	1
9 Can Opener	2
10 Pastry Brush	4
11 Zester	4
12 Small Spreader	2
13 Medium Spreader	4
14 Large Spreader	3
15 Medium Spatula	1
16 1/4 C. Measuring Cup	1
17 1/3 C. Measuring Cup	2
18 3/4 C. Measuring Cup	1
19 1 C. Measuring Cup	2
20 1/2 C. Measuring Cup	3
21 1 Teaspoon	2
22 1/4 Teaspoon	3
23 1/2 Teaspoon	3
24 1 Tablespoon	2
25 2 Tablespoon	1
26 Plastic Cake Spread	3
27 Cookie Cutter	1
28 Box Cutter	1
29 Large Star Piping Tip	4
30 Small Straight Piping Tip	11
31 Large Straight Piping tip	13
32 Teardrop Piping Tip	8
33 Small Star Piping Tip	3
34 Medium Star Piping Tip	6
35 XL Star Piping Tip	16
36 3-Star Piping Tip	1
37 Small Muffin Pan	19
38 Sheet Pans	28
39 Large Muffin Pan	5
40 Mini Muffin Pan	3
41 Rolling Pin	1

Item	Order#	On Hand	Diff	Orig Ord	Chartwells
Silverware "Aspen Collegiate"					
Fork	SBS5205	700	2180	2880	676
Knife	SBS5211	826	134	960	923
Soup Spoon	SBS5203	798	-318	480	598
Teaspoon	SBS5200	62	898	960	93
Plateware "Melamine, Spa" Peppled Old White					
Dinner Plate 10 1/4"	18475	1534	-334	1200	750
Salad Plate 12" Oval Platter	74790	261	219	480	366
Dessert Plate 6 1/4	64755	631	329	960	580
Cereal Bowl 24oz	72821	549	-69	480	260
Boullion Cup 4 1/4"	32823	611	-131	480	329
Drinkware/Beverage Station					
Mug Coffee 12oz Warm White	83617	129	591	720	94
16 OZ Clear Glasses	99182	1635	-1635		0
10 OZ Clear Glasses	19186		2160	2160	1729
Steel Large Rectangular Basket Tray 19 x 14x 6" H	85914	6	-6		5
Table Top					
Bullett Salt & Pepper Shakers SML	24566	103	137	240	184
Breakfast Area					
Bread Case 4 drawer	87337	2	0	2	1
EZ Chill Self Service Center	98471	1	0	1	1
Aspretto Coffee					
Bun Dbl Brewer Pkg		2	0	2	1
Condiment					
Counter SS w/pump	17112	4	0	4	0
Silverware Counter top					
Silver 6 hole		9	-2	7	10
Black Plastic Holders		170	0	170	140
Deco Tile					
SS deco tile soup cut out	39445	1	0	1	0
SS deco tile	68941	9	0	9	0

42 Rolling Cart Stainless	1
43 Round White Plastic	3
44 Silverware Holder Stainless	1
45 Fryer Chicken Filet Baskets	2
46 Stainless Wrap Holder	1
47 White 3 Tiered Condinment Basket	1
48 Soup Warmer	1
49 STAR Griddle	1
50 Ice Buckets	4
51 Melamine White Bowl	58
52 Metal Bowls	6
53 Shotgun pan 6"	13
54 2" Shotguns	20
55 Majoi Reter Blender	1
56 Random Bowls	7
57 White Square Melamine	2
58 White Oval Melamine	2
59 Melamine Platter	9
60 Metal Oval Platter	1
61 White Leaf Platter	1
62 Lemonade Juicer Seed Catcher & Dome Cover	1

Taco Bell Charwells Inventory

Item	Quantity
1 Soda Nozzles	10
2 Sour Cream Squirt Guns	3
3 Front Line Measuring Cups	3
4 Rice Measuring Cups	1
5 1/3 Mesuring Cup	1
6 Grill Scrubber Handle	1
7 Taco Meat Scoops	4
8 #20 Ice Cream Scoop	3
9 #40 Ice Cream Scoop	1
10 #80 Ice Cream Scoop	2
11 Vented Ice Cream Scoop	6
12 Condiment Pumps	2
13 Bus Tub	1
14 Stainless Cart	1
15 Fryer	1
16 Steamer Tank Top	1
17 Press	1
18 2 Door Warmer	1
19 Bunn Hot Warer	1
20 4Qt Measuring Cups	1
21 3 Door Hobart Cooler	1
22 Prep Table Delfield	1
23 Portable Prep Tables	2
24 Trash Cans	4
25 Timers	2

42	XL Muffin Pans	15
43	Measuring Cups	5
44	Cake Rails	7
45	Loaf Pan	17
46	Sifter	6
47	Scoop Plastic	3
48	Mixing Bowls	3
49	Mini Breads	3
50	Whisks	2
51	Spring Form Pan	1
52	Cake Pans	8
53	Cooling Rack	1
54	Large Rectangle Cake Pan	3
55	Rubermaid Bin	3
56	Electric Warmer	3
57	Scales	2
58	Cake Stand	3
59	Sauce Bottles	27
60	Sauce Bottle Caps with Holes	22
61	Sauce Bottle Caps Solid	46
62	Bottle Drip Tray	1

Chick-fil-A Chartwells Inventory

	Item	Quantity
1	1/6 Pan 6"	2
2	1/2 Pan 6"	1
3	Metal Cart	1
4	Holding Pans	4
5	1/2 Pan 4"	8
6	Full pan 6"	2
7	Perf. 1/2 pan 4"	1
8	Ban Marie w/ lid	1
9	Large metal tong	4
10	Wire wisks	2
11	Rubber spatula	2
12	Sloted serving spoon	1
13	Wire rack	1
14	Shotgun 2"	1
15	Spider (skimmer)	1

Retail Kitchen Chartwells Inventory

Item	Quantity
1 Double Heated Lamp	1
2 Small Utility Cart for CDC	1
3 Large Utility Cart	1
4 55 Gallon Trashcan	2
5 2 Step Ladder	1
6 Hobart Counter Mixer 2012	1
7 Hobart Chopper	1
8 Hobart Slicer	2
9 Bread Knives	4
10 10" Butcher Knife	5
11 Pairing Knife	1
12 Vegetable Shear	1
13 Speed Racks	15
14 Stone Knife Sharpener	2
15 Steel Knife Sharpener	1
16 Tomato Slicer	2
17 Robo Coupe	2
18 Small Blender	1
19 Full Sheet Pan	2
20 1/2 Cambro Lid	16
21 Full Cambro Lid	18
22 Service Cart	4
23 Serveware Bowl, White M-50	6
24 12L Beverage Cambro	6
25 Large Stock Pot	1
26 Medium Stock Pot	3
27 Skillet Pot	1
28 Whisk	1
29 Square Spatula	1
30 Purple Ice Cream Scoop	2
31 Green Scoop	3
32 Yellow Scoop	9
33 Black Large Scoop	3
34 Black Small Scoop	9
35 Grey Scoop	4
36 Red Handle Spatula	22
37 Pastry Brush	2
38 White Scoop	1
39 Red Scoop	1
40 Ice Cream Scoop	1
41 Ice Scoop	1

42 Pizza Cutter	1
43 Black Handle Server with Spoon Holes	9
44 Server Spoons	3
45 Large Metal Ice Scoops	5
46 Plastic Ice Scoop	3
47 Large Metal Spatula	1
48 Dough Cutter	1
49 Red Meat Cleaver	1
50 1/2x 4" Plastic Contain Square Cont. & I	2
51 Inserts for 1/2x4" Plastic Contain Square	2
52 Metal Container 2" deep Pan	15
53 2" Baking Pan	2
54 Squeeze Bottle Holder	1
55 6" Bullet Pan	5
56 6" 1/3 Pan Metal	72
57 12 Quart Plastic Container	1
58 Plastic 1/6 Container	1
59 Large Metal Tong	2
60 Small Metal Tong	1
61 Metal Container 1/3 Pan	3
62 Bracket	1
63 Large Spatula	1
64 Taco Meat Scooper	1
65 1/3 Pan Plastic Insert	1
66 Squeeze Bottle	1
67 Small Plastic Lids	2
68 4oz. Portion Cup, Metal	1
69 Full Length Dividers	4
70 1/2" Dividers	5
71 Salad Bar Bracket	1
72 1/3 Pan Metal Lids	20
73 1/6 Pan Metal Lids	32
74 1/9 Pan Metal Lid	1
75 4" 1/3 Metal Pan	41
76 Panasonic Microwave Model #: NE-10!	1
77 Napkin Dispenser - Express	4
78 Condiment Holders	2
79 Fork Dispensers	2
80 Knife Dispenser	2
81 Spoon Dispenser	2
82 Warning: Microwave	1
83 Toaster, 2 Burner	1
84 GE Microwave Model #: WES1450DS1B!	1

85 Full pan 2"	94
86 Full pan 6"	52
87 Sheet pan 2" deep	13
88 Roasting pan	4
89 Full pan 4"	36
90 Cutting boards	21
91 Cooling racks	22
92 1/2 Pan 4"	42
93 1/2 Pan 2"	22
94 1/2 Pan 6"	28
95 Perf full 4"	5
96 Perf full 2"	16
97 1/2 Perf full 4"	3
98 Dicers	3
99 1/2 cooling rack	24
100 Plastic salad bowls	4
101 Metal cater tray	4
102 Melemine Rectangle tray	66
103 Mixing bowls	25
104 Bain Marie	31
105 China cap	1
106 Oval metal tray	4
107 Colanders	5
108 Salad spinner	1
109 Metal 1/3 pan 6"	20
110 Metal 1/6 pan 6"	103
111 1/9 Pan 6"	52
112 Measuring pitcher	16
113 Tongs small	20
114 Wire wisk	1
115 Serving spoons	15
116 Sheet pan 2" deep	
117 Dish racks	27
118 Wire racks	4
119 1/3 Pan lids	9
120 Lexan 6"	7
121 Lexan 4"	8
122 Tongs	17
123 Metal bowl	10
124 Cambro lids	102
125 Cambros	11
126 Squirt bottle	12
127 Bain Marie lids	4

128	Perf lexan	9
129	Plastic 1/3 lids	13
130	Plastic 1/3 pans	52
131	1/6 Pan 4"	16
132	1/3 pan dram rack	4
133	Melemine Rectangle tray	28
134	Square salad container	2
135	Sauce pan	11
136	scales	7
137	Saute pans	19
138	Wire wisk	12
139	Tongs	20
140	Metal ladles	6
141	China caps	3
142	Stramer	3
143	Taco shell molds	2
144	Egg rings	2
145	Ricer	1
146	Knives	13
147	skimmer	2
148	ice bucket	2

Pizza Hut Chartwells Inventory

Item	Quantity
1 3 Tier Small Merch	1
2 Sheet Pan	2
3 Pizza Screen	3
4 5 Quart Stainless Mixing Bowl	5
5 6 Quart Plastic	19
6 12 Quart Plastic	13
7 1/3 Stainless Pan	11
8 Plastic Full Center Pan	6
9 Plastic Shotgun	4
10 Plastic Lid 1/6 Pan	7
11 Red Handle Tong	7
12 Pastry Brush	3
13 Whip	8
14 Long White Spatula	2
15 Red Handle Spatula	6
16 Short Red Spatula	3
17 500mL Measuring Cup	2
18 Black Spatula Spoon	3
19 Fryer Basket	5
20 Plastic Gallon Measure	1
21 Breadstick Pan	54
22 Breadstick Pan Lid	57
23 Round Pizza Pan	460
24 Round Pizza Pan Cover	320
25 Sanitizing Bucket Yellow	5
26 Sanitizing Bucket Blue	1
27 Pan Pizza Press	2
28 14" White Cutting Board	3
29 Brown Prep Board	2

E&G Charwells Inventory

Item	Quantity
1 5 Ft Speed Rack	2
2 Sheet Pan	31
3 1/2 Sheet Pan	1
4 Yellow Handle Ice Cream Scoop	2
5 Purple Handle Ice Cream Scoop	1
6 Green Handle Ice Cream Scoop	4
7 Medium Spatula	4
8 Clear Seasoning Shaker	2
9 4oz. Laddle	5
10 1/3 Pan Lid	14
11 Stainless #125 Mixing Bowl	1
12 Quart Measure	1
13 Pint Measure	1
14 Clear Bottle	37
15 1/6 Pan - Black	4
16 .8 L Slicer	5
17 Tomato Slicer	1
18 Bread Knife	2
19 3 Tier Small Merchandising	1
20 Carton	3

CDC Chartwells Inventory

Item	Quantity
1 Small Bowls	100
2 Infant Dishes	68
3 Old Plates	132
4 1 Gallon Measuring Cups	2
5 2 Pint Measuring Cups	11
6 1 Quart Measuring Cups	2
7 Tea Pitcher	1
8 Silverware Inserts	11
9 Forks	63
10 Knives	13
11 Pairing knives	4
12 Teaspoons	82
13 Tablespoons	31
14 Large Spatula	8
15 Rolling Pin	1
16 Hamburger Turner	4
17 Muffin Tin (16)	2
18 1/2 Sheet Tray	2
19 16" Pizza Pan	1
20 Wicker Baskets	27
21 10" Plastic Collander	1
22 Plastic Serving Trays	8
23 1 qt Stainless Bowl	33
24 8oz. Clear Tumbler Amber	220
25 8oz. Scales	3
26 8oz. Clear Tumbler	48
27 1 Gallon Plastic Tea Pitcher	4
28 1/2 Plastic Tea Pitcher	3
29 3 Compartment 10" Plates	74
30 Oval 1 Quart Bowl	33
31 Reed Plastic Basket	39
32 Carts Rolling	6
33 6oz. Ladle	1
34 Plastic Tumbler-8oz	50
35 Plastic Tumbler-12oz	7
36 Serving spoon	7
37 Ice cream scoop	4
38 sippy cups	47
39 Ladles	10
40 Corers	3
41 knives	5

42	2 prong forks	4
43	rubber spatulas	7
44	Air pot	1
45	Big bowl	10
46	Plastic serving trays	7
47	sauce pans	4
48	melenine bowls	12
49	6oz serving bowls	40
50	prism trays	10
51	blue melenine plates	70
52	plastic utensils	8
53	10 oz bowls	45
54	teaspoons	50
55	tablespoons	19
56	forks dinner	40
57	2.5 gallon cold beverage disp.	2
58	igloo coolers	2
59	bus tubs	6
60	dish racks	5



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Order Summary:			
Item #	Description	Qty.	Shipped
800-733	SET OF 6 - 2-PINT CLEAR PITCHERS	2	2
800-308	SET OF 5 SHORT-HANDLE MEASURE SPOONS	8	8
163-035	8.75" RIBBED BOWLS SET OF 12	6	6

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misha.jacob-warren@wichita.edu

Viewed: 11/6/2025 8:16:59 AM

Deputy General Counsel

Signed: 11/6/2025 8:17:11 AM

Wichita State University

Signature Adoption: Uploaded Signature Image

Security Level: Email, Account Authentication (None)

Using IP Address: 156.26.46.17

Electronic Record and Signature Disclosure:

Not Offered via Docusign

David Miller

Signed by:

9A911A002B224C0...

Sent: 11/6/2025 8:17:16 AM

david.miller@wichita.edu

Viewed: 11/6/2025 8:24:22 AM

Sr. VP of Administration, Finance, and Operations

Signed: 11/6/2025 8:45:59 AM

Wichita State University

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 156.26.45.19

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/5/2025 3:39:04 PM
Certified Delivered	Security Checked	11/6/2025 8:24:22 AM
Signing Complete	Security Checked	11/6/2025 8:45:59 AM
Completed	Security Checked	11/6/2025 8:45:59 AM

Payment Events	Status	Timestamps
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