

FOOD SERVICE AGREEMENT

This Food Service Agreement (the "Agreement") is made and entered into by and between Eastern Connecticut State University, a constituent unit of the State of Connecticut System of Higher Education, with an address of 83 Windham Street, Willimantic, CT 06226 (hereinafter the "University") and Compass Group USA, Inc., by and through its Chartwells Division, with a principal place of business at 2400 Yorkmont Road, Charlotte, North Carolina 28217 (hereinafter the "Contractor"), agree as follows:

1.0 TERM OF AGREEMENT

The Initial Term of this Agreement shall commence on July 1, 2017 and continue for five (5) years (hereinafter "Initial Term") through June 30, 2022 with an option for a five (5) year extension through June 30, 2027. The University shall notify the Contractor, by written notice, delivered by registered or certified mail at least ninety (90) days prior to the expiration of the Initial Term of its intention to extend the term of the Agreement, subject to the written agreement of the Contractor. Any amendment to this contract shall be set forth in a formal written amendment executed by the parties and approved by the Office of the Attorney General of the State of Connecticut.

2.0 DEVIATIONS AND EXCEPTIONS

No exceptions to or deviations from the terms of this Agreement shall be permitted. In the event the Contractor wishes to modify the terms of this Agreement, a request for such modification shall be submitted in writing to the University's Chief Financial Officer or his designee. This Agreement contains the agreed upon terms and conditions with respect to matters covered herein, superseding any prior agreements. Any modification to this Agreement shall be set forth in a written amendment thereto, executed by the parties and approved by the Office of the Attorney General of the State of Connecticut.

3.0 STANDARD TERMS AND CONDITIONS

3.1 Contract Termination:

3.1.1 *Termination for Convenience:* Except as provided in Sections 4.2 and 9.4 hereof, and subject to those sections intended to survive the expiration or earlier termination of this Agreement and subject to the parties' payment obligations, this Agreement may be terminated by either party without cause or penalty at any time upon ninety (90) days' written notice, sent by registered or certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.

3.1.2 *Termination for Cause:* If either party breaches a material provision hereof (hereinafter "Cause"), the non-breaching party shall give the other party notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure to make payment when due, or thirty (30) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the applicable period, the party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

3.2 Taxes: The State of Connecticut is exempt from payment of all federal, state and local taxes on most of its purchases except Connecticut excise or occupation taxes payable on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The State of Connecticut may be subject to other state's taxes on its purchases in that state depending on the laws of that state.

3.3 Entire Agreement: This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the University. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

3.4 Construction and Effect: A waiver of any failure to perform under the Agreement shall neither be construed as nor constitute a waiver of any subsequent failure. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation.

3.5 Forum and Choice of Law: The parties deem the Contract to have been made in the State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable in state court in Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any such forum.

3.6 Contract Assignment: No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the University, except that the Contractor may, without prior approval and without being released from any of its responsibilities hereunder, assign this Agreement to any affiliate or wholly-owned subsidiary of the Contractor.

3.7 Claims Against the State: The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

3.8 Nondiscrimination:

(a) For purposes of this Section, the following terms are defined as follows:

(1) "Commission" means the Commission on Human Rights and Opportunities;

(2) "Contract" and "contract" include any extension or modification of the Contract or contract;

(3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

(4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

(5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United

States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities

advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56. of persons on the grounds of sexual orientation, in any manner prohibited by the laws.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

The parties Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that Contractor 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.

3.9 Executive Orders: This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the University shall provide a copy of these orders to the Contractor.

3.10 Campaign Contribution Restrictions: For all State contracts as defined in Conn. Gen. Stat. § 9-612(g) the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission (SEEC) notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Form reproduced and inserted below.



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

3.11 Whistleblower Provision: This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

3.12 Safety Requirements: All materials, equipment and supplies provided by the Contractor to the State of Connecticut must comply fully with all safety requirements as set forth by the Connecticut General Statutes and the Regulations of Connecticut State Agencies, and all applicable Occupational Safety and Health Administration ("OSHA") Standards. The Contractor will provide the University with a copy of any report received from the United States Department of Health, OSHA, the United States Department of Labor, or any other official federal, state or municipal inspection agency within forty-eight (48) hours of the Contractor's receipt of such report.

3.13 Vendor Tax Delinquency: Vendors who have a delinquent Connecticut tax liability may have their payments offset by the State of Connecticut.

3.14 Notice: Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To University: Eastern Connecticut State University
Attention: Vice President of Finance and Administration
83 Windham Street
Willimantic, Connecticut 06226

To the Contractor: Compass Group USA, Inc. by and through its Chartwells Division
Attention: CEO
2 International Drive
Rye Brook, NY 10573

With a copy to:
Compass Group USA, Inc.
Attention: General Counsel
2400 Yourkmount Road
Charlotte, North Carolina 28217

All such notices shall be effective when received.

3.15 Indemnification: The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, and employees, from and against any and all third party (1) claims arising, directly, in connection with the Contract, of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, reasonable attorneys' and other professionals' fees (items 1 and 2 collectively, the "Acts"), to the extent that the Acts arise from the negligent acts or willful omissions of Contractor in its performance under this Agreement. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning breach of confidentiality of any part of or all of the Contractor's bid, proposal of any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopied compositions, secret processes, patented or unpatented inventions, articles or appliances (collectively "Infringed Items") furnished or used in the performance.

- (a) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (b) The Contractor shall have no liability for any claim of infringement (1) based on any modified version of the Infringed Items not authorized by Contractor; (2) based upon use of the Infringed Items in conjunction with another product not authorized by Contractor; (3) based upon Contractor's compliance with the State's specific instructions; or (4) based on the State's use of the Infringed Items in violation of any restrictions indicated by the Infringed Items themselves or for which Contractor otherwise notifies the State in writing.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the negligent acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be listed as an additional insured on the policy. Such additional insured status may be granted via a blanket additional insured provision. The Contractor shall not begin performance until the delivery of a certificate of insurance to the University.
- (f) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

3.16 Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.

3.17 Sovereign Immunity. The parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Agreement. To the extent that this section conflicts with any other section, this section shall govern.

3.18 Payment Card Industry Data Security Standard: Subject to the provisions of the following paragraph, Contractor shall at all times be in compliance with the most current Payment Card Industry Data Security Standard (PCI DSS). Subject to the provisions of the following paragraph, Contractor shall be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor as part of its service. Subject to the provisions of the following paragraph, Contractor shall also be prepared to demonstrate the compliance of any third party it has sub-contracted as part of the service offering. Subject to the provisions of the following paragraph, Contractor as evidence of compliance shall provide University within 30 days upon request a current attestation of compliance.

In connection with the services being provided hereunder, Contractor may need to operate certain information technology systems not owned by University ("Non-University Systems"), which may need to interface with or connect to University's networks or information technology systems ("University Systems"). Contractor shall be responsible for all Non-University Systems, and University shall be solely responsible for University Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Contractor serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Contractor will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules").

3.19 Disclosure of Records: This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes (CGS). In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1 206 of the CGS.

In the event University receives a request or notice to produce this Agreement or any amendments hereto, Contractor's proposal to University, or information provided by Contractor and marked as confidential, proprietary, or trade secret, University shall (i) assert the confidential nature of the information to be disclosed, (ii) use reasonable efforts to obtain confidential treatment for any information so disclosed, (iii) immediately notify Contractor in writing of the requirement, order, or request to disclose in advance of such disclosure in order to afford Contractor the opportunity to determine whether the requested information is protected from disclosure and to enable Contractor to contest disclosure if allowable, (iv) absent a non-appealable final order, decree or judgment of any court or governmental body having competent jurisdiction to the contrary, refrain from releasing Contractor's information until at least seven (7) business days after the University shall have provided Contractor with advance written notice of

such requirement, order, or request to disclose, so that Contractor may take reasonable steps to preclude such disclosure, it being specifically understood that such notice must be provided not only upon the University's receipt of a requirement, order, or request to disclose, but also upon the receipt of any appealable order, decree or judgment of any court or governmental body having competent jurisdiction directing the release of such information

4.0 SPECIAL TERMS AND CONDITIONS

4.1 Performance Bond: The Contractor shall furnish a performance bond in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) made payable to Eastern Connecticut State University. Such bond shall be furnished within forty (40) days of the execution of this Agreement by the Contractor. The bond shall have as surety thereto such surety company or companies authorized to do business in Connecticut as are listed in the most recent Department of the Treasury circular #570. The performance bond shall be in effect for the entire term of this Agreement, but renewal annually shall be upon the anniversary date if acceptable to the University. The performance bond shall provide that in the event of non-renewal, the University's Purchasing Office and the Contractor be notified in writing by the issuer a minimum of sixty (60) days prior to the anniversary of the effective date of the contract. In the event of non-renewal, the Contractor shall provide the University evidence of the new source of surety within twenty one (21) calendar days after the University's receipt of the non-renewal notice. Failure to maintain the required surety in force may be cause for termination. The term of the bond shall be one (1) year, and it may be extended by the surety by Continuation Certificate. However, neither nonrenewal by the surety, nor the failure or inability of the Contractor to file a replacement bond in the event of nonrenewal, shall itself constitute a loss recoverable under the bond or any renewal or continuation thereof.

4.2 Insurance: The Contractor shall obtain and maintain the following insurance at its expense without exception during the entire term of the Agreement, it being understood that minimum required policy limits may be provided through a combination of primary and excess insurance:

<u>Coverage</u>	<u>Minimum Limits:</u>
Worker's Compensation-Each Accident	Statutory
Commercial General Liability	
Combined Single Limit	\$1,000,000
Fire Damage	\$250,000
Dram Act Insurance	Statutory
Liquor Liability (may be included in the CGL Policy)	\$1,000,000
Automobile Liability (including hired and non-owned)	
Combined Single Limit	\$500,000
OR	
Bodily Injury	\$100,000 each person
AND	\$500,000 each accident
Property Damage	\$250,000 each accident
Umbrella	\$10,000,000

In the event the Contractor shall fail to maintain and keep in force the required insurance, the University shall have the right to issue notice of default and terminate this Agreement. ~~to~~ with the Contractor.

4.2.1 *Additional Insured Provision:* The Contractor shall add the State of Connecticut, the Board of Regents for Higher Education, and Eastern Connecticut State University, and their officers and employees, as additional insured's under the commercial general liability policies, for the purposes of this contract. Additional insured status may be granted via a blanket additional insured provision.

4.2.2 *Remodeling or Renovation:* The above insurance is required to be in effect during the course of any remodeling, renovation or construction done by or at the direction of the Contractor.

4.2.3 *Certificate of Insurance:* The Contractor shall provide the University a Certificate of Insurance with the required kinds of insurance and minimum limits specified, issued by an insurance company licensed to do business in the State of Connecticut and signed by an authorized agent thereof.

4.2.4 *Notice of Cancellation:* The Contractor or the insurer shall provide notice of cancellation in accordance with the policies. Contractor shall provide thirty (30) day advanced written notice of cancellation to the University's Chief Financial Officer.

4.3 Confidentiality Information:

4.3.1 University shall not be required to provide Contractor with any information regarding its students or employees other than directory information (within the meaning of the Family Educational Rights and Privacy Act ("FERPA")) and such other information as may be necessary to verify board plan participation and administer board plans. Contractor understands that it shall not sell, trade and/or offer the names of University students or employees to advertisers or other third parties seeking the same without the prior express written permission of University students and/or employees. This provision does not prohibit either party from providing information to any third parties as may be required by law or as necessary to enforce the terms of this Agreement. Contractor hereby agrees to comply with FERPA if and to the extent applicable to Contractor in its performance of its duties hereunder.

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

The University shall not disseminate any Proprietary Materials or disclose any of the Contractor's Trade Secrets, directly or indirectly, during or after the term of the Agreement unless required to do so by law. The University shall not photocopy or otherwise duplicate any such material without the prior written consent of the Contractor. All Proprietary Materials and Trade Secrets shall remain the exclusive property of the Contractor and shall be returned to the Contractor immediately upon the expiration of earlier termination of the Agreement. Any signage, service mark or trademark proprietary to the Contractor shall remain the exclusive property of the Contractor and shall be returned to the Contractor immediately upon termination of this Agreement. This provision shall survive termination of the Agreement.

4.5 Agreement not to Hire: The University shall not, without the written consent of the Contractor, hire, make any agreement with, or permit the employment by the University of any person who has been a management employee of the Contractor before that date which is the earlier of one (1) year after said employee terminates his or her employment with the Contractor or one (1) year following the expiration or earlier termination of this Agreement. This provision shall survive termination or earlier expiration of this Agreement for one (1) year.

4.6 Liability for Approved Vendors: The University understands that the Contractor has entered into agreements with many vendors and suppliers of products which: (i) give the Contractor the right to inspect such vendors' and suppliers' plants and/or storage facilities; and (ii) require such vendors and suppliers to adhere to standards to ensure the quality of the products purchased by the Contractor for or on behalf of the University. The University may, however, direct the Contractor to purchase products from non-Contractor approved vendors. In such instances, for the mutual protection of the University and the Contractor, the University will require each such vendor to obtain from a reputable insurance company acceptable to the University and the Contractor liability insurance (including products liability coverage) and contractual liability insurance in the amount of not less than Five Million Dollars (\$5,000,000.00) for each occurrence naming the University and the Contractor as additional insureds and which insurance shall not exclude the negligence of the University or the Contractor. A certificate evidencing such insurance shall be provided to the University and the Contractor upon the request of either party. The University shall also require each such vendor to sign an indemnity certificate (acceptable to the University and the Contractor) in which such vendor shall agree to defend, indemnify, and hold harmless the University and the Contractor from and against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses, and attorneys' fees which may arise as a result of using such vendor's product, except when such liability arises as a result of the sole negligence of the University or the Contractor. The University will require each such vendor to provide to the Contractor's General Manager detailed ingredient statements for each food item purchased. The University shall not require the Contractor to use products from non-Contractor approved vendors until such insurance certificates, indemnity certificates, and/or ingredient statements have been provided.

4.7 Additional Food Service: It is specifically understood and agreed that, upon mutual written agreement, additional types of food service that are not herein covered may be added to this contract by the University without voiding in any manner the existing provisions of this Agreement. The Contractor, with such additional consideration as has been agreed to in writing by University and Contractor, shall furnish the University such

additional service(s), and this Agreement shall be amended to include such additional service(s) and the financial terms for such additional services.

4.8 Applicability to University Locations: The terms and obligations of this Agreement shall be applicable to food services operated by the Contractor in various and separate locations of the University including those locations leased by the University to tenants in which the specified service shall be required, if applicable. Lessors of University space may reserve the right to determine the extent that the specified service shall be provided under this contract on their premises.

4.9 Permits, Licenses and Bonding: The Contractor shall be responsible for obtaining all required permits, licenses, and bonding to comply with pertinent Board of Regents resolutions and policies, University regulations, and municipal, state and federal laws and regulations which are applicable to food services operated by the Contractor, and for the payment of any and all fees associated therewith, and shall assume liability for all applicable taxes including, but not restricted to, sales taxes on revenue collected by Contractor, and property taxes levied on Contractor-owned property.

4.10 Use of University Premises: The University shall permit the Contractor to use such spaces as are necessary to carry out the terms of this contract. Modifications of space designated for use by the Contractor shall be subject to mutual agreement of the University and the Contractor. The University shall provide, at the University's expense, heat, air conditioning, sewer, electricity, natural gas, and cold and hot water and the maintenance of those energy services. The Contractor agrees to exercise care to keep use of these energy services to a minimum, to comply with established energy conservation practices, regulations and policies of the University, and to endeavor to conserve the use of energies.

4.11 Right of Inspection: The University shall have the right to inspect all food service areas, dining facilities, storage and auxiliary service rooms, and to monitor the use, safety, sanitation and maintenance of said premises, all of which shall be maintained at a level satisfactory to the University. The University shall further have the right to monitor the operation of the Contractor with respect to the quality and quantity of food service, the method of service, and opening and closing hours. The University shall have the right to make, from time to time, reasonable regulations with regard to such matters, and the Contractor agrees to comply with such regulations. Authorized representatives of the University shall have the full right of access to all areas of the campus utilized by the Contractor at any and all times.

4.12 Excused Performance: If because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, pandemic, epidemic, government restriction, labor disturbance or strike, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, business operations at the University are interrupted or stopped, of fulfillment of obligations under this Agreement is interfered with, performance of this Agreement, with the exception of moneys already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of this Agreement may be extended for a period of time equal to the time that such default in performance is excused.

4.13 The Contractor shall furnish, at its expense, all commodities, and supplies required in the execution of this contract. The Contractor shall provide all management and labor necessary for the efficient, sanitary and economically sound operation of the specified services included in this contract and in any subsequent extensions thereof and amendments thereto.

4.14 Wage Compliance: The Contractor shall comply with minimum wage rates for certain job classifications as defined by the State of Connecticut's Department of Labor. Rates may be found at the Connecticut Department of Labor website, www.ctdol.state.ct.us. The Contractor shall submit on a weekly basis certified payroll summaries to the University's Chief Financial Officer.

4.15 Contractor's Supply Base: As many of the manufacturers, suppliers, and distributors provide rebates, allowances, and other payments to Contractor based on Contractor's purchasing commitments, aggregate growth incentives, and other factors, notwithstanding anything contained in the contract documents to the contrary, prompt payment discounts and all rebates, allowances, and other payments obtained from manufacturers, suppliers, and distributors, will be retained by Contractor and shall not be reflected on any pro forma or operating statements submitted by Contractor. 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.

5.0 FOOD SERVICE

5.1 Scope of Food Service: The Contractor shall provide "Food Service" for the University, which is defined as the exclusive operation by the Contractor, except as otherwise agreed by Contractor and University, of all snack bars, cafeterias, conference service facilities, and concession areas, and provision of all of the services and products typically provided and sold in connection with these operations. Food Service shall consist of "Attended Contract Food Service" (discussed in Section 6.0 hereof) and catering services (discussed in Section 7.0 hereof). Exclusive operation and sales shall not include vending machine sales and items determined by the University, in its sole and reasonable discretion, to be objectionable. The University may supplement the food service provided pursuant to this Agreement with other means of dispensing food and beverage items, such as by additional manual or vending food service, as the University, in its sole and reasonable discretion, deems appropriate.

5.2 Ongoing Food Service Evaluation: Authorized representatives of the University and student committees shall meet at least quarterly with the Contractor's Director of Food Service to evaluate Food Service, focusing on customer comments and providing information relating to necessary changes or improvements. University advisory groups shall conduct food preference surveys at least once during each semester, assist in and act as liaisons to the Contractor to communicate customer reaction to the meals and service provided pursuant to this Agreement. The Contractor's off-campus supervisor (i.e. district, regional supervisor) shall attend student committee and /or Food Service administration staff meetings as requested by the University. In addition, the Contractor's Director of Food Service shall: (i) meet with students and student groups at least once per semester; (ii) actively solicit student, staff, and faculty opinions about food service; (iii) conduct

informal discussions with students, staff, and faculty as they eat in the dining areas; (iv) observe reactions and listen to comments about the food, menu, and environment as customers pass through the service areas; and (v) provide and install suggestion boxes and forms as determined by the University and post and respond to all reasonable suggestions. Copies of the suggestions and the Contractor's responses shall be provided to the University for approval prior to posting.

5.3 Cycle Menus: Menus shall be planned to offer an interesting variety of wholesome, nutritious and well-prepared foods, and give maximum value within the cost-price structure and menu specifications established by this contract. The Contractor's menus shall truthfully describe the menu offerings, including, but not limited to, descriptions of ingredients and products used. These menus will be posted on-line, sent to residence halls for distribution, and be available to students at the campus dining halls. The Contractor shall provide menus to the University upon the University's request.

5.4 Daily Menus: The approved daily menus shall be posted by the Contractor on-line and at the campus dining halls prior to the day of service where they may be easily read. Each menu item listed shall be served unless unusual circumstances prevent it, in which case the substitution shall be indicated as such on the menus posted in the dining hall. There shall be variety in the items offered and service modes used consistent with the diversity of tastes of the University community. The Contractor shall be sensitive to the changing nature and needs of the University community and shall endeavor to be responsive to those changing needs by regularly testing new products and serving modes that anticipate and respond to the changing desires of the community. To as great an extent as is reasonable, portion size options shall be available to customers.

5.5 Marketing and Advertising: The Contractor shall perform in such a way as to contribute to the prestige of the University. As a successful food operation gradually evolves (and does not remain static) in order to continue to be successful, the Contractor's staff shall demonstrate receptivity to new ideas. Food Service managers shall be alert to changing food service trends, new market forms of food, and changing diet patterns being evolved throughout the food service industry. As a result, and with input from the University, the Contractor shall continually initiate ideas for varied methods of Food Service merchandising, public relations, promotion and menu presentations in all operations to increase usage, improve service, and maximize potential revenues.

5.5.1 Advertising and promotional efforts related to the provision of Food Service at the University shall be coordinated with the University prior to implementation, and shall be primarily directed to campus media intended for the students, staff, guests and faculty of the University.

5.5.2 The Contractor shall provide planning and marketing support from its district, regional and corporate staff for the purpose of promoting and marketing the Food Service. The Contractor and the University shall work together to develop a program that is designed to increase resident meal plan participation from students.

5.5.3 When major holidays, campus events or student-sponsored activities are occurring, the Contractor shall, to as great an extent as practical, participate in these events by offering appropriate Food Service-related specials that complement the event. Examples of desired activities of this type include:

- (i) Outdoor barbecues on days of outdoor events such as concerts and rallies;
- (ii) Special programs at the start of each semester to complement orientation and open house programs;
- (iii) Special holiday meals; and
- (iv) Decorating the dining and/or serving areas to complement special holidays or campus events.

The University shall make every effort to alert the Contractor in advance of major upcoming campus and student events.

- 5.6 Security: The Contractor shall provide reasonable dining and service area security against unauthorized diners in such a manner as not to delay service or inconvenience authorized persons being served. The University shall be responsible for the removal and/or discipline of unauthorized persons, as the University, in its sole discretion, deems appropriate.
- 5.7 Additional Programs: The University or the Contractor may mutually agree to initiate and implement additional food service programs in food service areas, beyond those described in this Agreement. The Contractor may initiate and implement such additional programs only with the prior approval of the University, which consent shall not be unreasonably withheld, and such additional programs shall be added to this Agreement only by formal written contract amendment executed by the parties and approved by the Office of the Attorney General.
- 5.8 Food and Supplies Specifications:

5.8.1 *Grade Requirements*: All food and supplies purchased shall be in conformance with the specified minimum United States Standards for Grades. In the absence of grade labeling, the Contractor shall provide the University with packers' labeling codes or industry accepted grade equivalent standards to verify that the minimum grades specified are being provided. The University shall periodically, or as deemed necessary, inspect the Contractor's inventory of food and supplies to determine that purchase standards are maintained.

Grade minimums for food items shall be:

- (i) Meat - U.S.D.A. No. 1 or U.S.D.A. Choice, cut to I.M.P. specifications;
- (ii) Seafood - U.S. Grade A, Certified;
- (iii) Poultry - U.S. Grade A;
- (iv) Eggs - U.S. Grade A medium size;
- (v) Pure ground beef - U.S.D.A. Utility or better, not to exceed eighteen percent (18%) to twenty-two percent (22%) fat;

- (vi) Fresh fruits and vegetables - U.S.D.A. No.1 or Grade A, Fancy;
- (vii) Canned fruits, vegetables, juices - U.S.D.A. Grade A or Fancy canned fruits, light syrup, U.S.D.A. Grade B or choice;
- (viii) Frozen fruits, vegetables, juices - U.S.D.A. Grade A; and
- (ix) Dairy products, cheese - U.S.D.A. Grade A.

All meat cuts shall be in accordance with U.S.D.A. I.M.P. specifications. All ground beef or ground beef patties for all purposes shall be 100% beef.

The grades set forth above are intended as minimum standards only, and the Contractor is encouraged to exceed these minimums whenever possible. All other foodstuffs not included in the above categories shall be of comparable quality.

Specific item purchases below the grade minimums shall be made only after receiving the prior permission of the University, in writing. This requirement shall apply to the initial and all subsequent purchases of the item for which such permission is requested.

5.8.2 All salad dressings and soups shall be prepared on the premises using quality ingredients, or, if purchased, shall be of equal quality in flavor, texture, and ingredients. The University shall approve purchased dressings and soups.

5.8.3 For bakery products, the Contractor shall prepare from scratch or from proof and bake dining baked goods including but not limited to: muffins, desserts, dinner rolls and sandwich rolls. Bakery items may be purchased from local vendors when available.

5.8.4 The University shall approve the design, advertising and/or lettering of textile and/or paper goods such as paper cups, plates, napkins, prepackaged condiments, menus and similar items by the Contractor.

5.8.5 *Purchases from Local and/or Minority Vendors:* The Contractor shall, whenever possible, and where the resulting costs do not significantly jeopardize meal contract costs or a la carte prices, purchase State of Connecticut products and products from local vendors, certified minority vendors, and sheltered workshops, and shall honor the University's wishes regarding brand preferences. The Contractor shall make a good faith effort to utilize small business and minority business enterprises and employers of the handicapped registered with various agencies of the State of Connecticut. The Contractor shall report quarterly to the University all purchases of services or commodities from certified minority businesses used in the performance of this contract.

5.8.6 *Equipment Inventory:* The inventory list of University-owned equipment for food service operations will be furnished to the Contractor. After acceptance by the Contractor, the Contractor shall maintain current records of equipment furnished for its use, properly indicating thereon the addition, replacement, or removal of University-owned equipment. Any removal of inventory must be

approved by the University and performed in accord with University policies and procedures.

5.8.7 *Procurement Data:* The Contractor shall advise the University, upon request, of food, supplies and equipment specifications and sources of supply and prices paid for purposes of comparative studies conducted on the University's behalf, subject to the provisions of Section 4.4, which requires protection of Contractor's Trade Secret information. When such items are purchased jointly by the parties, the specifications and source of supply may be determined by mutual agreement and in compliance with University regulations and shall become the property of the University.

5.9 Hours of Dining Services: During the University's Academic Year, which typically commences in late August and concludes in early May, dining services shall operate per a schedule mutually agreed upon by the University and Contractor and in accord with a schedule, consistent with such agreed upon schedule, subsequently published by the University. Contractor shall comply with the schedules of days and hours of required service for each food service area and with those additional days and hours of service, if any, as determined by mutual agreement of the Contractor and the University. All service day and hour schedule reduction requests shall be submitted to the University by the Contractor in writing for approval prior to implementation. Special hourly arrangements may be made for the serving of athletic teams and other University groups where the schedules of such groups do not permit them to take advantage of regular service hours.

5.9.1 Serving hours during the summer intersession period shall be arranged for camps and conferences as needed.

5.9.2 Serving hours during intersession periods will be determined by the University as needed for activities such as camps, conferences, course registration, athletic team practice groups, and training of student orientation leaders.

5.9.3 Although some facilities are indicated as closed on Saturday, Sunday or during the summer, they may be opened for service when the need arises as mutually agreed upon by the University and the Contractor.

5.10 Service Reduction Requests: Before submitting any requests for service reductions, the Contractor shall make every effort to promote and encourage increased sales during that time period. Requests shall include customer and revenue statistics by fifteen-minute intervals for the period of the time change requested for a representative two-week period. This requirement shall only apply to regularly-scheduled days of service during the academic year.

5.11 Operation Management and Support Services: The Contractor shall provide the University with operation management and support services of the best quality available in the University food service industry. Contractor shall:

(i) Provide maximum satisfaction to the University's customers through quality performance, efficient and effective operations, wholesome and palatable food and sound food service programs;

(ii) Develop and maintain superior management to fulfill the obligations of this contract and to provide an excellent food service operation at the University; and

(iii) Perform, plan, execute, and review the University food program so as to provide quality meals.

5.12 Branded Concepts: The Contractor may operate Branded Concepts at the University's premises as approved by the University under the conditions set forth below. Branded Concepts are defined as food and beverage systems operated by the Contractor through national and regional third-party license agreements or franchise agreements or through the Contractor's own in-house trademarked and non-trademarked brands.

The Contractor shall control all aspects of the Branded Concepts operation, including menus, recipes, pricing, staffing and hours of operation. Representatives of the licensors of the Branded Concepts shall be allowed access to the University's premises during reasonable business hours for quality assurance inspections of the Branded Concepts.

The Contractor shall notify the University twenty (20) days in advance of any termination or expiration of a license or franchise agreement related to a Branded Concept when feasible. The Contractor and the University shall mutually determine what operation, if any, will replace such Branded Concept. In any event, the Branded Concepts operation(s) shall terminate upon the expiration or earlier termination of this Agreement. Upon the expiration or earlier termination of this Agreement, the Contractor shall remove equipment related to the operation of the Branded Concepts in accordance with the terms of the applicable license agreements. In the event University requests that Contractor install a Branded Concept and subsequently requests that Contractor remove or replace such concept, University shall be responsible for the costs and expenses of such removal and/or replacement.

5.13 Service Standards: The Contractor shall maintain service excellence through programs of standardized preparation, serving and cleaning. Accordingly, the Contractor shall comply with all of the following requirements:

5.13.1 All foods will be garnished when practical.

5.13.2 Serving lines will be well stocked throughout the entire service. The last student served will be offered the same range of choices as the first, including requests for seconds.

5.13.3 Serving areas will be adequately decorated at all times with seasonal displays of flowers or food related items.

5.13.4 All hot food shall reach the students and guests hot and all cold foods shall reach students and guests cold.

5.13.5 All regular and student staff shall be instructed by Contractor's management personnel regarding proper preparation methods and timing, pan types and sizes, service methods, dress (uniform), personal habits, and cleaning procedures.

5.13.6 Top quality ingredients will be utilized throughout the Contractor's operation.

5.13.7 All food service units are serving food of the same quality and quantity, as per the menu, in all units.

5.13.8 Contractor's employees shall be polite and shall be diplomatic in enforcing the Contractor's and the University's regulations.

5.13.9 Housekeeping and sanitation programs shall meet or exceed industry standards as well as comply with state, local and federal requirements of cleanliness.

5.13.10 Contractor's employees will be instructed in and practice proper personal hygiene.

5.13.11 Contractor's employees will be instructed in the prevention of spreading communicable diseases.

5.14 Exclusive Beverage Agreement: The University currently retains an exclusive beverage and pouring rights agreement with Pepsico. Based on this, Contractor shall provide Pepsico products only in its food service operations. Should the University enter into an exclusive beverage agreement with a different provider, the University shall inform Contractor via an amendment to this Agreement. In the event University enters into a beverage or other exclusive agreement with a sponsor or supplier, Contractor will be held neutral from cost increases imposed due to such exclusive agreement, and will not be required to serve items that do not meet Contractor's quality or food safety standards.

5.15 Snack Vending Services: Contractor shall not provide snack vending services against this Agreement, as the University retains full rights to vending operations through an exclusive agreement with an outside provider.

5.16 Product Appearance and Packaging:

5.16.1 Any food appearing discolored, misshapen or not in a proper state of freshness shall not be served by the Contractor.

5.16.2 The Contractor may utilize appropriate packaging for foods as needed. The Contractor shall take appropriate care to provide packaging that is attractive, functional and sustainable.

6.0 ATTENDED CONTRACT FOOD SERVICE

The Contractor shall provide "Attended Food Service" for the University, which is defined as the exclusive operation by the Contractor, except as approved otherwise agreed by Contractor and the University, of all cafeterias, conference service facilities, snack bars, delicatessens, and all provisions of all of the services and products typically provided and sold in connection with these operations. Exclusive operation and sales does not include vending machine sales and items determined by the University, in its sole discretion, to be objectionable. The University may supplement the Attended Food Service provided pursuant to this Agreement with other means of dispensing food and beverage items, such as by additional attended or vending services, as the University and the Contractor agree.

6.1 Minimum Menu Requirements: The Contractor shall, at a minimum, provide the following food items:

- (i) Cereal shall be available at all meals;
- (ii) A variety of freshly baked donuts, muffins, bagels and Danish shall be available on a daily basis;
- (iii) Specialty bars, including, but not limited to, a pasta bar, pizza bar, potato bar, bread bar and sundae bar shall be available at the dinner meal;
- (iv) An expanded salad bar shall be available at lunch and dinner every day; and
- (v) The Contractor shall provide at least three (3) entrees for each lunch and dinner. One (1) entrée shall always be a vegetarian dish. During each lunch and dinner, two (2) premium meats as well as other cold cuts shall be available in the cold sandwich line. (Examples would be ham and turkey served on Monday, sliced chicken and roast beef on Tuesday, etc.)

6.2 Additional Menu Requirements: The Contractor shall prepare and serve premium meals for major special events. During these special events, a premium entrée such as shrimp, steak or lobster shall be served, as well as premium deserts other than the deserts normally served. Events and menus shall be coordinated with the University or Auxiliary Services designee.

6.3 Special Diets: The Contractor shall provide accommodation for special diets, not to exceed the contract cost per meal, for students when prescribed in writing by a health care professional and with the approval of the University Health Services. In addition, Contractor's stores shall be stocked with, but not limited to, the following:

6.3.1 Vegan and vegetarian foods such as Lactaid, black bean burgers, veggie sausage links and patties, veggie garden burger, veggie bacon, smart dogs, veggie bread and soy milk. Vegan food grilling will occur on a clean grill surface free of any non-vegan material.

6.3.2 Contractor shall offer its Avoiding Gluten? program with items that may include bagels, bread, muffins, wraps, pizza shells, pasta (upon request), rolls, cereal, and frozen entrees such as chicken breast portioned and dated, rice portioned and dated, macaroni and cheese, enchiladas, vegetable pot pie, and vegetable lasagna.

6.4 Nutrition Program:

6.4.1 The Contractor shall develop a nutrition program to generate and maintain student, faculty and staff awareness of the influence their dietary habits have on their physical and mental health. The Contractor's food director and unit managers, with assistance from the University food committee, shall establish a schedule for the implementation of the program, and shall plan, market and merchandise all aspects of the program on a continual basis to encourage correct eating habits and physical activity.

6.4.2 The nutrition program shall be presented in a positive, upbeat style that communicates effectively to a University student population. Program content shall be designed as a self-education tool that presents nutrition and exercise guidelines in a variety of informational formats, including, but not limited to, suggested menu selections, posters, table tents and fun contests.

6.4.3 In support of the nutrition program, the Contractor shall:

6.4.3.1 Maintain, whenever possible, an electronic dietary system, which includes posting of calorie and cholesterol information to correspond with select menu items being served.

6.4.3.2 Provide advisement of balanced menu for lunch and dinner.

6.4.3.3 Present and/or participate in various nutritional education programs for students related to the meal programs.

6.4.3.4 Maintain a reference source of nutritional information for use by students, management and/or employees on request.

6.5 Sick Trays: Arrangements and menus for "Sick Trays" shall be by mutual agreement between the University and the Contractor. Disposable containers and plastic flatware shall be used with Sick Trays.

6.6 Box Lunch/Dinner: The Contractor shall supply a box lunch for any student on a meal plan who will be off campus due to participation in such activities as student teaching, clinical work, and varsity athletic events. Student athletes and other students who need to be off campus will arrange with the Contractor for meals at least twenty-four (24) hours in advance. Additional policies and procedures for box lunches, if and as necessary, shall be determined by mutual agreement of the University and the Contractor.

6.7 Conference, Clinic and Camp Services:

6.7.1 *Scope of Services*: Food and beverage service for all University-sponsored summer conference, clinic and camp programs shall be provided by the Contractor upon the request of the University pursuant to the terms of this Agreement. This service shall normally be provided in the Dining Hall under the terms and conditions set forth herein pertaining to meal plan service during the academic year, including, but not limited to, menu items, seconds, and portion sizes. The conference, clinic, and camp program daily board rate shall be fixed annually.

6.7.2 *Identification Cards*: The University shall be responsible for the cost of providing meal identification cards used to validate access to the dining facility for those individuals authorized to participate in a camp, clinic or conference program. The University shall issue the cards, collect lost card fines, and maintain the master list of those authorized to be on the plan. The Contractor shall be responsible for checking the cards at the point of dining access.

6.7.3 *Scheduling/Forecasts*: The services to be provided by the Contractor under the terms of this Agreement shall be provided on an as-needed basis and no advance annual schedule shall be provided by the University. However, the University shall provide the Contractor a forecast of food services that will be required for the entire summer prior to the start of that summer, as well as weekly updates as firm counts become available. This forecast shall include the required meals, days of service, and estimated number of individuals to be served. Final counts of the numbers to be served, if different than the weekly estimates, shall be provided to the Contractor a minimum of three (3) days prior to the start of each week's service. The Contractor shall invoice the University the difference between the final weekly counts and the actual count of the numbers served. A week's service shall be considered to run from Sunday through Saturday.

6.7.4 *Menus*: Menus shall be developed in consultation with the conference coordinator and the University. Menu planning shall take into consideration the age of the participant attending the camp or conference prior years' evaluations, and the menu recommendations of the camp or conference directors.

6.7.5 *Billing*: The University shall be responsible for billing the appropriate entity for services provided in connection with conferences, clinics and camps.

6.8 Meal Plans and Rate Increases:

The initial contract period from July 1, 2017 through June 30, 2022 shall have the following renewal price increases calculated into the Fixed Fee Payments: July 1, 2018- June 30, 2019 increase 4.75%; July 1, 2019- June 30, 2020 increase 4.75%; July 1 2020- June 30, 2021 increase 4.75%; July 1, 2021-June 30, 2022 increase 3.75%. The contract extension, if exercised by the parties, from July 1, 2022 –June 30, 2027 shall have increases in each annual renewal period of 3.0%. Other rates and prices will be adjusted each year in accordance with Section 11.9.

Estimated Value of the Agreement: This Agreement shall carry an estimated value of \$29,692,604 for the initial term and \$35,290,312 for the renewal period. The ten (10) year term estimated value is \$64,982, 916.00. Any change to the aforementioned shall be set forth in a formal written amendment executed by the parties and approved by the Office of the Attorney General of the State of Connecticut.

PRICING, PAYMENT AND MEAL PLAN SCHEDULES

6.8.1 Contract Meal Plans: The following contract meal plans shall be offered by the University for Fiscal Year 2018: In subsequent fiscal years, Meal Plans and pricing may be restructured based on the mutual agreement of the parties in accordance with Section 11.9. If the meal plans are restructured, a formal written amendment to this Agreement shall be executed by the parties hereto and approved by the Office of the Attorney General.

<u>Plan</u>	<u>Meals/Semester</u>	<u>#Guest Meals</u>	<u>Dining Dollars</u>
A (Silver)	Unlimited	10	\$125
B (Silver + 100)	Unlimited	10	\$225
C (Silver + 200)	Unlimited	10	\$325
D (150 Block)	150	0	\$150
E (75 Block)	75	0	\$75
F (50 Block)	50	0	\$50
G (25 Block)	25	0	

6.8.2 Board Plan Per Diem Rates: The University shall pay the contractor for Attended Food Service for the academic year Fiscal year 2018 in accordance with the following table of rates. The calculation of the range of boarders shall be based on total of enrollees Silver Plans, 150 Meal plan, plus ¼ of the 75 Meal plan.

Fiscal Year 2018

2017-18 Daily Rate Sliding Scale

	Silver	150	75	50	25
1101-1200	17.408	1,185.00	625.00	445.00	230.00
1201-1300	16.984	1,185.00	625.00	445.00	230.00
1301-1400	16.605	1,185.00	625.00	445.00	230.00
1401-1500	16.460	1,185.00	625.00	445.00	230.00
1501-1600	16.212	1,185.00	625.00	445.00	230.00
1601 & Over	15.762	1,185.00	625.00	445.00	230.00

6.8.3 Summer Conference Meal Rates: The University shall pay the contractor for meals provided to attendees of conference programs in accordance with the following table of rates:

During the Fiscal Year 2018

Conference Attendees

Sliding Scale Rates

	<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>	<u>Daily</u>
Under 50	\$6.40	\$12.55	\$19.36	\$38.32
50 – 349	\$6.07	\$11.93	\$18.08	\$36.08
350 and over	\$5.81	\$10.97	\$16.78	\$33.55
Affiliated	\$5.47	\$10.71	\$16.14	\$32.31

6.8.4 Hurley Hall Casual Dining Meal Rates: The pricing of casual walk-in a la carte meals at Hurley Dining Hall for students not on contract meal plans, administrative personnel, faculty members, and visitors going through the attended contract food service lines, shall be as follows for Fiscal Year 2018:

Breakfast	\$ 7.95
Continental	\$ 6.25
Lunch/Brunch	\$10.75
Lite Lunch	\$9.75
Dinner	\$13.95
Premium Dinner	\$14.75
Kid's Breakfast	\$ 2.85
Kid's Continental	\$ 2.60
Kid's Lite Lunch	\$ 3.40
Kid's Lunch	\$ 3.90
Kid's Dinner	\$ 4.20
Kid's Premium	\$ 5.25

6.9 Fixed Fee Payments: Fixed Fee Payments shall be equal to one half (1/2) of the estimated Board Rate for each Fiscal Year. There will be four (4) fixed fee payments for attended contract food service during the academic year. Payments will be made by the University during the third week August; the second week of October; the second week of January; and the second week of March. The amount of each fixed fee payment for the academic year shall be based on standards related to requirements for tax-exempt CHEFA bond financing. The amount of each fixed fee payment and the date to be paid is contained in section 11.

6.10 Meal Identification Cards Authorized Lists, Refunds:

6.10.1 The University shall develop contract meal plan information, distribute this information to potential participants, and make all necessary arrangements for signing individual students to a formal meal plan contract. The University shall determine the schedule of meal plan contract payments and act as the collecting and refund agent.

6.10.2 The University shall develop a method for properly identifying each meal plan participant and shall design, print, number and issue, at its expense, meal plan identification cards and replacement cards.

6.10.3 The University shall keep a master list by name, access number, and type of meal plan, of all persons authorized to utilize each contract meal plan.

6.10.4 In the event of an emergency situation that interrupts the Attended Contract Food Service for more than one (1) day, the University and the Contractor shall mutually review the situation and may make such meal contract refunds as are mutually deemed appropriate. The amount of such refunds shall be arrived at by considering the circumstances giving rise to the emergency, University policy, and the continuing costs incurred, including, but not limited to, management and staff salaries, administrative expenses, University budget and debt service requirements, and the University's contract charges and commission return.

6.10.5 University shall provide Contractor with access to its board plan tracking systems to enable Contractor to track and reconcile student meal plan participation in the meal plans, as well as actual meal plan and declining balance usage, and to enable Contractor to generate reports to assess metrics of the Dining Service Program. University shall notify Contractor in writing of changes to meal plans.

6.11 Emergency Contingency Plans: On or before July 1st of each year of the term of this Agreement, the Contractor shall submit to the University, the following plans:

(i) Its plan to continue food service in the event the University closes due to inclement weather or a power outage (which shall include provisions for an on-time opening with regular hours of service and the provision by the Contractor of generators and refrigeration trucks as warranted); and

(ii) Its plan to retain a minimum seven (7) day reasonable supply of food and water in the event of an unforeseen emergency (such as a pandemic or natural disaster).

7.0 CATERING SERVICE:

7.1 Catering Program: The Contractor shall develop, manage and monitor a comprehensive catering program at the University for all levels of catering customers. Food and beverage service for all University-sponsored functions, as defined by University policy, such as banquets, private parties, receptions, refreshment service, conferences, or other special events, shall be provided throughout the year by the Contractor, at the request of the University. The Contractor shall provide

the University with a catering menu and service variations, along with a general description of its alcoholic beverage service and price ranges and discounts, related to group size or other factors. A qualified catering wait staff and culinary staff will be available for all catering functions and services will be monitored by management personnel from the Contractor. Recognizing the importance of the catering business to the University, the Contractor shall supply catered service variations, procedures, operational requirements, and menus that exceed the levels of service in effect prior to the start of the term of this contract. The Contractor shall have the first right of refusal on all catered events. Third party caterers shall not be granted access to the food storage and food preparation facilities.

7.2 Minimum Standards of Performance: The following minimum standards of performance shall be observed by the Contractor in performing catering services:

- (i) The use of table linen service for all evening functions and/or other appropriate events as requested by the University;
- (ii) The availability of food service management or another assigned person throughout the entire catered event, unless other arrangements have been made in advance with the University;
- (iii) The complete preparation of all foods and beverages by on-site food service staff at the University (which may include the frequent use and temporary employment of specially-trained consultants, chefs, and/or other fine dining service professionals);
- (iv) The use of University china, flatware, glassware (or items otherwise mutually agreed upon by the parties), and the on-site sanitation of such;

7.3 Menus: Comprehensive catering menus shall be offered by the Contractor that meet the needs of the University community for both low and high-budget catering. The Contractor shall also develop a creative catering program to respond to student program needs for inexpensive catering options

7.4 Invoice and Payment: University shall be responsible for collection of amounts due for catered functions. Contractor shall prepare and submit invoices to University for individuals or groups served by Contractor at catered functions, which invoices shall provide for payment to University. Payment shall be due to Chartwells will be due within forty-five (45) days of the invoice date.

7.5 Beverage Service and Sales:

7.5.1 For all alcoholic beverage services and sales requested by the University, the Contractor shall act as the permittee. Licenses, insurance, and beverage tax stamps to sell alcoholic beverages, to the extent that any or all are required, shall be provided by and held in the name of the Contractor. The Contractor shall provide verification of the Contractor's ability to obtain the required licenses and beverage tax stamps.

7.5.2 It shall be the responsibility of the Contractor to make proper identification of persons eligible to purchase or consume alcoholic beverages, including proof of age. The right to refuse service to any individual is reserved to the Contractor and the University, subject to state and University regulations.

8.0 PERSONNEL, EMPLOYMENT PRACTICES, STAFFING, AND SCHEDULES

8.1 The Contractor shall provide all management and labor necessary for the efficient, sanitary and economically sound operation of the specified services included in this contract and in any subsequent extensions thereof and amendments thereto.

8.2 Personnel relations of employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to the employment, recruitment, compensation, and payment of personnel.

8.3 Each party hereto shall be solely responsible for all personnel actions regarding employees on its payroll.

8.4 The Contractor shall advise its employees that they are subject to and are required to observe all regulations of the University, and that failure to do so may be grounds for dismissal.

8.5 The Contractor shall not furnish free meals, snacks, or beverages to employees or guests of the University.

8.6 Health Standards: The Contractor shall require all employees to meet the appropriate health standards prescribed by 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 time of performance of services. The Contractor shall guarantee that all employees engaged in the handling and serving of food are:

8.6.1. Appropriately uniformed with hats, hairnets, and other appropriate items, clean and neat-appearing, with proper footwear as stipulated in the Contractor's handbook and as approved by the University. The Contractor's handbook shall comply with University standards.

8.6.2 Advised by management on reporting illness.

8.6.3 In compliance with all applicable health regulations.

8.7 All management employees, and support personnel of the Contractor shall present a positive, pleasant, polite, and courteous attitude when providing service to customers.

8.8 The Contractor shall abide by Section 31-57f of the Connecticut General Statutes regarding standard wage rates for certain service workers, including meeting or exceeding current hourly rates for covered hourly employees and filing with University personnel weekly payroll certification forms. Contractor shall maintain certified payroll forms on a weekly basis for services performed the previous week. These forms must be available for University inspection upon request.

8.9 Background Checks: The Contractor shall undertake at its own expense a pre-employment background check of new employee(s) who will be assigned to work at the University. Such background checks shall be conducted prior to the effective date of this contract and any new hires after the effective date and the Contractor is to report to the University any findings that constitutes any felony conviction based on the last five counties of residence or seven years, whichever is

longer, child abuse registry or sex abuse registry incidents involving a Contractor employee(s). The University reserves the right to not allow any Contractor employee(s) who falls into any of the above mentioned categories to work on its premises or this contract.

8.10 To the extent permitted by law, when informed that an employee of the Contractor has a condition which reveals the existence of an illness or communicable disease that may affect the health and well-being of the campus community or other condition which may affect the safe, sanitary, or healthful operation of food services, the Contractor shall notify the University and shall ensure that the said employee undergoes an examination which would either verify or contradict the existence of the condition. To the extent permitted by law, if such condition is verified, the Contractor shall not utilize the services of said employee for direct food service operations until the condition of that employee returns to a healthful status as indicated in writing and signed by a physician.

8.11 Contractor shall whenever and wherever possible hire University students to work within its food service areas.

9.0 EQUIPMENT, FURNISHINGS AND FACILITIES

9.1 Equipment, Furnishings and Facilities to be Provided: The University shall provide all necessary equipment, furnishings, and facilities for the use of the Contractor, including kitchens, dining rooms, auxiliary furniture, furnishings, dishes, utensils, silverware, and all other dining room and kitchen equipment owned by the University for use in those locations, adequate sanitary toilet facilities, cash registers, office space, desk, computers, and file cabinets.

9.2 Supplies and Equipment Inventory and Maintenance of the Inventory:

9.2.1 The University shall provide the Contractor with an inventory of all expendable, non-expendable supplies (i.e. dishes, glasses, silverware), and capital equipment. Depletions shall be replaced by the Contractor at its expense and to the University's satisfaction, or current value equivalent paid to the University at least semi-annually and on the expiration or earlier termination of this contract. The Contractor shall confirm arrangements for replacements and/or make payments by the fifteenth (15th) day of the month following the determination of inventory shortages or the expiration or earlier termination of this Agreement. The University shall maintain an up-to-date inventory of non-expendable supplies and capital equipment during the term of this Agreement. Additional items and increased inventory shall be provided by the University through the appropriate purchasing authority and authorized funding procedures.

9.2.2 At the commencement of the contract term, the University and the Contractor shall conduct joint physical inventories of all expendable and non-expendable supplies, and capital equipment. The University shall determine the extent of repair and/or replacement of supplies and equipment required, and shall be responsible for effecting such repairs and/or replacements. Upon completion and acceptance of these inventories by the Contractor, the Contractor shall assume responsibility for the equipment and supplies under the terms of this Agreement.

9.2.3 Twice a year, during the fall and spring semesters, the Contractor shall make any necessary requests to the University for replacement of and/or addition to the equipment and supplies. Any additions to the equipment and supplies shall be added to the inventory by the University.

9.2.4 Ownership of all non-expendable supplies and capital equipment shall remain with the University and such supplies and equipment shall not be loaned by the Contractor or removed from the University without its prior written approval. The Contractor shall take such measures as may be reasonably required by the University for the protection of the supplies and equipment against loss by theft or destruction. The Contractor shall not use University-designated facilities, equipment, services or staff in support of activities beyond the scope of this Agreement unless it has received the prior written consent of the University.

9.2.5 The only cash registers allowed on campus shall be those supplied and maintained in good working order by the University, and all transactions shall be recorded by the Contractor on such cash registers. The use of any other equipment may result in immediate termination of the Agreement by the University, in its sole discretion.

9.3 Maintenance, Repair and Replacement of Facilities, Furnishings and Equipment:

9.3.1 The facilities provided by the University for the Food Service operation shall be in good condition and shall be maintained by the University so as to comply with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations).

9.3.2 The University shall be responsible for the labor associated with the cost of repair of University-owned equipment, furnishings and facilities, with the exception of repair or replacement caused by the negligent, reckless or intentional acts of the Contractor or its employees. The Contractor shall be responsible for any repair and replacement parts associated with the general routine maintenance of equipment. The Contractor shall be responsible for advising the University of Required Repairs and replacements. Where it has been determined by the University that damage was due to the negligent actions of the Contractor or its employees, the University, at its option, shall require the Contractor to make and/or pay for the necessary repairs to and/or replacement of said equipment, furnishings and facilities to the complete satisfaction of the University.

9.3.3 The Contractor shall institute a routine preventative maintenance program for all appliances in accordance with standards developed by the University. The preventative maintenance program will require that the Contractor periodically clean and perform routine or scheduled maintenance, beyond simple daily cleaning, and report to the University thereon. This routine maintenance shall include, but not be limited to, changes in filters, belts, lubrication and other similar work. The Contractor's preventative maintenance responsibility shall end at the point of first utility connection, if any, to the equipment. The schedule for providing routine preventative maintenance and the required reports shall be determined by mutual agreement of the University and the Contractor. Failure of the Contractor to perform preventative maintenance may result in the University performing the preventative maintenance itself and invoicing the Contractor for the cost thereof.

9.4 Expiration or Termination of Agreement: Upon the expiration or earlier termination of this Agreement:

(i) The University shall conduct a physical inventory of all expendable and non-expendable supplies and capital equipment;

(ii) The Contractor's inventories of food and expendable supplies shall remain the property of the Contractor unless and until purchased by a new food service provider. Final payments due the Contractor from the University shall be withheld until arrangements for the transfer or removal of the Contractor's inventory have been completed to the satisfaction of the University;

(iii) The Contractor shall surrender the premises and equipment to the University in as good condition as at the commencement of the Agreement, excepting ordinary wear and tear and loss or damage by fire, flood and other perils not caused by the Contractor's negligence. The University, at its option, shall retain intact any site improvements or require that the Contractor remove such site improvements within fifteen (15) days from date of expiration or earlier termination of this Agreement;

9.5 Motor Vehicles: As performance by the Contractor of its obligations under this Agreement requires that food and beverage items be transported by the Contractor, the Contractor shall provide and maintain a minimum of one (1) motor vehicle suitable for such a purpose. All costs associated with providing, maintaining, and operating the vehicle(s) shall be the responsibility of the Contractor. The Contractor shall also provide an adequate number of staff qualified and appropriately licensed to operate such motor vehicle(s). The Contractor shall be liable for damages or injuries caused by the negligent or tortious operation of said motor vehicle(s) by its employees or agents.

9.6 Disposition of Surplus: The Contractor shall consult with the University before disposing of excess University-owned capital or non-expendable or expendable food service supplies and equipment. The disposition of such supplies and equipment, or their declaration as surplus, shall be the responsibility of the University and shall be performed in accordance with state inventory control procedures.

9.7 Joint Use of Facilities:

9.7.1 The Contractor acknowledges and agrees that the University may, without interfering with normal food service, use the dining and service areas from time to time for such functions (including, but not limited to, student testing and dances) as the University, in its sole discretion, deems appropriate. The University's personnel, at no cost to the Contractor, shall perform setup and cleanup in connection with such functions. The facilities so utilized shall be restored to conditions mutually satisfactory to the Contractor and the University before the next regularly scheduled meal service is to occur. If the Contractor agrees to perform cleanup services for any such function, the party responsible for event shall be billed by the Contractor for the reasonable cost of such services.

9.7.2 The Contractor agrees that when the Contractor uses areas which are not primarily intended for food service (such as meeting rooms and lounges) for such purposes as catered meals, beverage service, and receptions, necessary setup and cleanup shall be undertaken by the Contractor. The facilities so utilized shall be restored to conditions satisfactory to the University. The restoration of the area shall include, as appropriate, the cleaning of the areas utilized and the removal of food service equipment. When the Contractor caters beverages and snacks in a meeting room, the Contractor shall promptly remove equipment and food residue from the area following the completion of the event.

9.7.3 When the Contractor uses regular food service dining areas (such as the cafeteria,) for functions requiring set-up, appropriate set-up and break-down shall be performed by the Contractor.

9.8 Telephone Services: The University shall provide the Contractor with telephone equipment. The Contractor may be billed by the University for the actual charges incurred by the University for monthly phone service fees including long distance charges. If the Contractor requires any additional phone lines to be installed, the University may bill the Contractor for actual charges incurred by the University for the installation.

10.0 EQUIPMENT AND FACILITIES MAINTENANCE, REPLACEMENT AND SANITATION

10.1 Standards: Throughout the term of this Agreement, the premises, equipment, and facilities utilized by the Contractor shall be maintained by the Contractor in a condition satisfactory to the University and in compliance with all applicable University, federal, state and local health and sanitation laws, regulations and codes. The Contractor shall adhere to the highest standards of cleanliness and sanitary practices to provide continual sanitation in all functions performed pursuant to this Agreement, including, but not limited to, food handlers' appearance, and the preparation, service, transport, and storage of food, beverages, equipment and supplies. The Contractor shall maintain all food production, service, dining and storage areas in such a manner as to meet minimum standards of orderliness at all times.

The Contractor shall do everything possible to protect the health and safety of its customers and employees by operating clean, safe and sanitary premises at the University. In addition, to make the University facilities maximally appealing to customers, the Contractor will employ housekeeping and sanitation programs that meet the highest standards of cleanliness.

10.2 Safety:

10.2.1 All equipment and supplies provided by the University and by the Contractor shall comply fully with all safety requirements mandated by federal and state law, rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

10.2.2 In performing its duties pursuant to this Agreement, the Contractor shall post appropriate signs or utilize appropriate devices to warn of the existence of any potentially hazardous condition(s). Warning devices or signs shall be posted in a prominent location and in a conspicuous manner and the use or display of any such device or sign shall comport with the safety standards and requirements referenced in Section 8.2.1.

10.2.3 The Contractor shall be responsible for compliance with all National Fire Protection Association ("NFPA") fire codes and prevention guidelines which are applicable to the Contractor's food service operations. With the full cooperation of the University, the Contractor shall institute an aggressive program of accident prevention and safety education. Instructions and training shall be provided on the proper use of equipment and techniques of handling food. First aid supplies, fire extinguishers, and fire alarms shall be provided by the University and available for use as needed. The Contractor shall train its employees in the location and use, as applicable, of fire alarms and

extinguishers, and the use of first aid supplies. All injuries and accidents shall be reported by the Contractor to the University on the day on which they occur.

10.2.4 The University shall furnish and maintain fire extinguisher equipment and supplies. The Contractor shall notify the University immediately of extinguisher use.

10.2.5 The Contractor shall be responsible for maintaining first aid equipment and supplies in all food production and service areas. The Contractor shall have at least one (1) manager on-site during scheduled dining hours in each dining area certified in responding to choking victims and those needing cardiopulmonary resuscitation.

10.3 Health Inspections: Sanitarians of the Connecticut Department of Health and the Town of Windham, Health Department and University safety and sanitation personnel shall have unencumbered access to all food production, service and storage areas in connection with inspections that they may conduct. These inspections may be performed at the request of the University or on the Departments' own initiative. The Contractor shall cooperate with all such inspections and shall instruct its agents and employees to do so. The Contractor shall be responsible for paying all fines related to its food handling violations.

10.4 Equipment and Facilities Inspections: A management representative of the Contractor shall conduct equipment and facilities maintenance and sanitation inspections periodically, but not less frequently than bi-annually. Contractor's supplier representatives who normally perform equipment and product inspections and prepare inspection reports as a regular part of their services shall be encouraged to perform such inspections frequently and shall be requested by the Contractor to furnish copies of each inspection report prepared to the University and the Contractor. The Contractor shall provide the University with a copy of any inspection report received by the Contractor within forty-eight (48) hours of its receipt. The Contractor shall undertake any corrective action mandated as the result of such inspection within ten (10) days of its receipt of the inspection report, with the prior approval of the University. The University shall be responsible for facilities and capital equipment repair or replacement as set forth in Section 7.4 of this Agreement.

10.5 Daily and Weekly Cleaning:

10.5.1 The Contractor shall provide daily housekeeping, cleaning, maintenance and sanitation services, as applicable, for all facilities, equipment and supplies utilized by it in performing its obligations under this Agreement, including, but not limited to, production areas, serving kitchens, storerooms, receiving and storage areas, dining and service areas, employee lockers, offices, refrigerators, freezers, and trash and garbage facilities. The Contractor shall monitor the Entranceway in Hurley Hall and remove debris and gum therefrom. During the winter the stairway shall be mopped frequently to remove water, sand, and salt. The Contractor shall clean and maintain the art sculpture at the Hurley Hall Entrance. The glass doors in Hurley Hall and the Library Café shall be cleaned daily. Mats and rugs in Hurly Hall and the Library Café shall be vacuumed daily. Walls, up to the point the janitor can reach without use of a ladder, shall be cleaned at least weekly in all locations. The Contractor shall sweep and mop the floors in the Student Center Food court kitchen and Hurley Hall, including the areas under the equipment daily. The University shall clean the floors in the satellite locations (i.e. Student Center Food Court, Library Café), but the Contractor shall and/or sweep the floors in these areas daily. At a minimum, the Contractor shall perform the following tasks daily:

- (i) Regular bussing of all dining and seating areas;
- (ii) Cleaning of tables during meal times in between customer use;
- (iii) Sanitizing of tables after each meal;
- (iv) Wiping and spot washing of chairs as necessary;
- (v) Prompt cleaning of all food spilled in the service, production and dining areas;
- (vi) Removal of trash from dining room trash receptacles and depositing it in dumpsters;
- (vii) Cleaning of all kitchen and serving area equipment after use;
- (viii) Sweeping and damp moping of service and serving areas; and
- (ix) Regular monitoring of the dining and serving areas to identify and swiftly correct deficiencies in any of these areas.

10.5.2 The Contractor shall clean all table tops and chairs and shall “spot pick-up” items on the floor in the dining areas during and immediately after each serving period. At the close of business each day, the Contractor shall thoroughly clean all tabletops, chairs and floors and shall arrange the tables and chairs so they have a neat and orderly appearance.

10.5.3 In addition, the Contractor shall provide daily housekeeping, cleaning, maintenance, and sanitation services in the Student Center service/loading areas using methods approved by the University.

10.5.4 The housekeeping, maintenance and sanitation services described herein shall be performed by the Contractor during and between meals and during recess periods of the University.

10.6 Routine Cleaning/Maintenance

10.6.1 *Walls, Ceilings, Drapes, Windows and Light Fixtures:* The University shall be responsible for cleaning walls beyond reach of the Contractor's employees standing at floor level, as well as ceilings, drapes, windows, and light fixtures. The Contractor shall be responsible for spot cleaning of walls and windows as soil appears. The University shall also be responsible for routine maintenance and replacement, as necessary, of drapes and light fixtures.

10.6.2 *Ducts and Vents:* The University shall be responsible for the periodic cleaning of hood ducts, plenums, related vents and fans, and automatic extinguisher systems. The Contractor shall notify the University when such periodic cleaning is required.

10.6.3 *Kitchen Areas:* Contractor shall maintain a high level of cleanliness in the kitchen areas. The floors shall be kept clean throughout the day and there will be no trash such as cardboard boxes, towels, books, etc. lying on top of refrigerators, range shelves or dish

tables. Each kitchen shall have easy and quick access to a broom and a mop. The dish room shall be clean and sanitized, with little or no excess water spills on the floor. The trash cans in the kitchens will all be lined and covered when necessary to meet regulatory requirement.

10.6.4 *Receiving Dock:* Contractor shall keep food receiving docks clean and free from flies and other vermin and report any known issues to the University.

10.6.5 *Refrigerators and Freezers:* Contractor shall cover all food in the walk-in refrigerators and freezers with plastic wrap or aluminum foil.

10.6.6 *Floors:* The Contractor shall be responsible for cleanup and floor maintenance and for the periodic stripping and sealing or waxing of floors in the food production, service and dining areas on a schedule mutually determined by the Contractor and the University.

10.6.7 *Counters/Tables:* The Contractor shall clean steam tables, coffee urns, griddles, condiment tables, etc., as needed and at least daily. Kitchen tables, silverware, trays, etc., shall be cleaned and sanitized after each use by the Contractor. Dining room tables, beverage counters and salad bars shall be constantly wiped and kept in spotless condition throughout each meal. Contractor shall bus dining tables promptly and trash receptacles shall be cleaned and emptied as required to provide for an attractive and clean facility.

10.6.8 *Cooking Surfaces:* Cooking surfaces of grills, griddles and similar cooking devices shall be cleaned at least once a day by the Contractor and shall be free from encrusted grease deposits and other soil.

10.6.9 *Display/Serving Areas:* The Contractor shall keep display and serving areas clean, sanitary, orderly and attractive at all times. Specifically, the quality and appearance of food shall be observed by the Contractor prior to the start of each peak traffic or meal period, and as frequently thereafter as necessary for the duration of the serving period.

10.7 Pest Control: The Contractor shall be responsible for maintenance of insect and pest control in all food production, service, and storage areas. The University shall determine the frequency of routine insect and pest control inspection and service and the necessity of instituting particular pest control measures.

10.8 Uniforms/ Table Linens:

10.8.1 The Contractor shall provide an adequate inventory of table linens, employee uniforms, aprons, jackets, towels, bar swipes, pot holders, and related food service linens. The Contractor shall be responsible for laundering, dry cleaning, repairing and maintaining an adequate inventory of these items.

10.8.2 The employee uniforms and table linens to be provided by the Contractor shall be mutually agreed upon by the University and the Contractor and shall be suited to the job function for which they are intended and in harmony with the decor of the room and the occasion in connection with which they are utilized.

10.9 Refuse Removal:

10.9.1 The Contractor shall be responsible for the cost of removal of trash and garbage from food service, dining and production areas to allocated dumpsters. The Contractor shall be responsible for the costs of exterior refuse removal from Hurly Hall. The University will charge back the Contractor for the cost thereof for exterior refuse removal on a monthly basis. Boxes and containers will be knocked down whenever possible. Refuse shall be placed in container(s) and covered.

10.9.2 The University shall provide waste containers in sufficient quantity to maintain sanitary standards for trash disposal. The Contractor shall provide trash bag liners as needed. The Contractor shall keep all waste containers in a clean and satisfactory condition at all times, and shall empty those containers as often as necessary to maintain sanitary conditions.

10.10 Recycling: The Contractor shall comply with University and State policies and procedures related to recycling of waste materials and shall participate in required waste separation programs. The Contractor shall comply with all state and local laws and University regulations as they relate to mandatory recycling. The University shall provide the Contractor with appropriate areas and/or suitable containers for recycling.

11.0 FINANCIAL ARRANGEMENTS

11.1 Annual Compensation Payable to the Contractor: The compensation payable by the University to the Contractor for the Meal Plan Program for Fiscal Years 2018-2022 shall not exceed \$64,982,916.00. This amount may increase based upon enrollment and the adjusted Fixed Fee payments in each annual renewal period.

Fiscal Year 2018 Annual Compensation is estimated to be \$5,411,830.00

11.2 The Fixed Annual Compensation payable under this Agreement, shall be equal to one half (1/2) of the estimated Annual Compensation [\$2,705,915.00] payable to the Contractor in four (4) installments of \$784,715.00 August 21, 2017; \$568,243.00 on October 12, 2017; \$784,715.00 on January 9, 2018; and \$568,242.00 on March 7, 2018. Not later than June 15th of each year of the term of this Agreement (with the exception of the terminal/final year), the University and the Contractor shall agree in writing on the total Fixed Annual Compensation and the installment amounts payable for the next Fiscal Year (2019-2022). If the parties are unable to agree on Fixed Annual Compensation for any such Fiscal Year, the Agreement shall be terminated.

11.2.1 The Contractor shall charge the University for Attended Meal Plan Food Service on the basis of scheduled days and fractions of days served. At the end of each month the Contractor shall account and invoice the University for actual meals provided. All Fixed Fee Payments paid pursuant to section 11.2 shall be credited against the amount due under the invoice.

11.3 Variable Annual Compensation Payable to the Contractor: During each Fiscal Year, for the term of this Agreement, the Contractor shall receive the sales from point of sale retail, catering, cash sales, camp, conference and clinic services, and third-party events and pay the University a commission amount of \$140,000.00 or seven and one half percent (7.5%) whichever is greater of Net Sales. Net Sales is defined as all Gross Sales excluding: (1) any service charge made, collected and turned over to employees of Contractor; (2) proceeds from the sale of liquidation of inventory which is not sold at retail; (3) sales and

other taxes collected by the Contractor or any other vendor as required by governmental authorities.

11.4 Total Aggregate Compensation: The Contractor acknowledges and agrees that the total compensation to be paid to the Contractor or collected by the Contractor for services provided pursuant to this Agreement to the University, its students, University employees, guests, or other third parties utilizing the services (including but not limited to all amounts payable to or collected by Contractor pursuant to this Section 11 shall consist solely of the Fixed Annual Compensation as described in Section 11.2 and the Variable Annual Compensation described in Sections 11.3 (hereinafter the “Total Aggregate Compensation”). The parties acknowledge and agree that the Total Aggregate Compensation payable to the Contractor pursuant to this Agreement for any fiscal year shall not exceed 200% of the Fixed Annual Compensation paid to the Contractor during that year. The parties further acknowledge and agree that no portion of the compensation shall be based on a share of net profits from the food service operations.

11.4.1 The parties further agree that: (i) University intends that the compensation payable pursuant to this Agreement must satisfy the requirements of United States Revenue Procedure 1997-13 or successor authority (hereinafter the “procedure”); (ii) that the provisions of this Agreement shall be interpreted in a manner consistent with such intent; and (iii) should it be necessary to amend this Agreement in order to comply with said Procedure, consent of the parties to such executing such an amendment shall not be unreasonably withheld.

11.5 Billing and Payment:

11.5.1 *Fixed Annual Compensation*: For the Fall and Spring Semesters, the University shall compensate the Contractor per the payment schedule detailed in section 11.2. The Contractor shall credit Meal Plan sales against this amount until such amount is depleted. The amount payable by the University for each installment shall be net of the Fixed Annual Compensation installment amount due on such dates so that by May 15 of each fiscal year the total amount payable by the University for the Meal Plan Sales for the fiscal year shall be netted against the Fixed Annual Compensation for that Fiscal Year.

11.5.2 *Variable Annual Compensation*: For each semester and intersession period, the Contractor shall bill the University as follows:

(i) Catering: The Contractor shall bill the University for catering on a weekly basis.

(ii) Camps, Conferences, Concessions and Clinics: The Contractor shall bill the University for camps, conferences, and clinics on a weekly basis.

(iii) Cash Sales: The Contractor shall collect and deposit all cash sales in the Contractor’s account and submit an itemized accounting reflecting the commission payable to the University on the Net Sales collected.

11.5.3. *Invoices*: The University shall make payments to the Contractor within forty-five (45) days of receipt of the Contractor’s invoice, provided that the invoice is submitted in accordance with instructions provided to the Contractor by the University. The University

shall pay interest on any amount not paid within forty-five (45) days at the rate of one and one-half percent (1.5 %) per month or the highest contractual interest rate allowed by Connecticut law, whichever is lower. Any amount not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) each month from the due date until paid.

11.6 Contractor Investment Fund: The Contractor will fund an investment in the University’s dining service program to fund capital improvements to the University’s premises to facilitate the dining service program in a total sum not to exceed Four Hundred Sixty-two Thousand (\$462,000) Dollars (the “Investment”). The Investment will be disbursed and amortized on a straight line basis, in accordance with the table below. University shall hold title to all items procured with the Investment. If the Agreement expires or is terminated for any reason prior to the full amortization of the Investment, the University shall pay or cause the successor contractor to pay to Contractor the unamortized portion of the Investment immediately upon expiration or termination. In the event the Agreement expires or is terminated before any disbursements are scheduled to be made under the table below, Contractor will not advance such disbursements.

Disbursement Year	Description	Installment	Amortization Period
2017-18	Small wares	\$150,000	8/1/2017 to 6/30/2027
2017-18	Technology	\$ 50,000	8/1/2017 to 6/30/2027
2017-18	Facility Improvements	\$200,000	9/1/2017 or when project begins to generate revenue to 6/30/2027
2017-18	Facility Improvements	\$ 62,000	10/1/2017 or when project begins to generate revenue to 6/30/2027

11.6.1 Capital Investment: Renovation and construction work shall be administered by the Contractor, with the schedule of work to be mutually agreed upon by the Contractor and the University.

Reconciliation of all amounts provided for under this Agreement shall be completed within thirty (30) days upon completion of each Fiscal Year. Upon request from the University, within thirty (30) days of the completion of each Fiscal Year of this Agreement, the Contractor shall certify that the total amount of the Variable Annual Compensation paid to or collected by the Contractor did not exceed the total amount of the Fixed Annual Compensation paid to the Contractor for the Fiscal Year and shall provide any additional records reasonably requested by the University to demonstrate the accuracy of such certification. The University reserves the right to audit the Contractor’s records of Gross Sales as in accordance with this Agreement.

11.7 Meal Plan Rates: For the term of this Agreement, total billing for board sales shall be based on the meal plan rates set forth in section 6.8.

Note that the number of participants within the meal plans refers to the aggregate number of all meal plan participants.

11.8 Partial Serving Days: For the purpose of computing charges for partial serving days, the Contractor shall charge the following fraction or percentage of the daily resident dining rate:

Breakfast:	17% of a serving day
Continental Breakfast	17% of a serving day
Brunch:	50% of serving day
Lunch:	33% of serving day
Dinner:	50% of serving day

11.9 Rate Adjustments:

11.9.1 With the exception of Fixed Fee adjustments, which shall be determined in accordance with Section 6.8, changes in board rates and prices shall be not less than the CPI/Wage Adjustment, described below. The "CPI/Wage Adjustment" means an adjustment to rates and prices based on (1) the increase over the prior year in labor cost (wages and benefits), operations at the Premises ("Labor Adjustment") and (2) the increase over the prior year in the "Consumer Price Index, U.S. All Urban Consumers Food and Beverage (CPI), published by the United States Department of Labor, Bureau of Labor Statistics, measured for the twelve month period ending April 30. This adjustment will be accomplished by applying the Labor Adjustment percentage to the portion of Chartwells' operating costs related to labor, and the CPI to the remaining portion of Chartwells' operating costs. The financial terms set forth in this Agreement and other obligations assumed by the Contractor hereunder are based on conditions anticipated to exist at the commencement of the Fall 2017 semester, including by way of example, the University's student population; labor, food and supply costs and charges; applicable taxes; the scope of services; and University's policies or practices. In the event of a material change in the conditions or the inaccuracy of, or the failure to fulfill, any representation by the University, the financial terms and other obligations assumed by the Contractor shall be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach, and a formal written amendment to this Agreement shall be executed by the parties hereto.

11.10 Annual Additional Donations by Contractor:

11.10.1 In Kind Catered Events: The Contractor shall provide during each year of the contract in kind catering towards University events such as but not limited to: The Presidents Picnic and the Winter Celebration.

11.10.2 Scholarships: The Contractor shall contribute \$10,000.00 per contract year for student scholarships. The scholarship shall be called the Chartwells Scholarship and shall be awarded by a representative of the Contractor. All scholarship money shall be paid by the Contractor to ECSU Foundation. Inc and awarded to full time matriculated students at the University.

11.11 Payroll - T & B Rates:

A flat charge of 43.5 percent of gross payroll will be reflected on the profit and loss 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.

12.0 Asbestos: If the University becomes aware or receives notice or other communication concerning the presence of hazardous levels of asbestos or asbestos containing materials in the work site areas, the University shall deliver to Contractor, within fifteen (15) days of receipt of such notice, a copy of any such notice or communication, upon which the Contractor shall immediately cease any construction activities at the work site and remove its personnel. In addition, the University shall, at its sole cost and expense, promptly take all actions required by any governmental agency or which are reasonably necessary to mitigate any unsafe environmental condition caused by the presence of asbestos or asbestos containing materials. The University shall assume any liabilities, losses, or claims resulting from the removal of asbestos or asbestos containing materials in the work sites. The University shall not assume liability, losses, or claims should the Contractor fail to cease any construction activities or remove its personnel upon receipt of notice.

13.0 STATEMENTS, AUDITS, PAYMENTS AND BILLINGS

13.1 Not later than the 15th day following the last day of each Accounting Period, the Contractor shall provide the University's VP for Finance and Administration or designee with operating statements.

13.2 Each such operating statement, by location of operating unit and on a composite basis, shall present revenue and expense accounts for the period being reported, and fiscal year to date accounts with percentage ratios given for each item and period. The Contractor shall also provide the University with a description of revenue sources as part of the initial period statement submittal. The Contractor shall provide a separate period operating statement of revenue and expenses for each operating unit. The Contractor shall identify appropriate separate line item revenue categories on each period statement. In addition, the Contractor shall provide a combined statement of all types of service.

13.3 The Contractor's operating statements shall correspond with the University's Fiscal Year.

13.4 At the request of the University, the Contractor shall meet with University staff and review each operating statement, explain any deviations and discuss any problems. If necessary, the Contractor and the University shall attempt to mutually agree on a course of action to improve the results of the services to be provided by the Contractor pursuant to this Agreement. Operating statement adjustments required as a result of any review and/or audit shall be identified and reflected by the Contractor on the next period's statement. To the extent permitted by law, the Contractor's revenue and expense statements and their contents shall be retained, used, and treated in strict confidence by the University and shall not be provided to third parties without the express prior written consent of the Contractor.

13.5 Audits:

13.5.1 The Contractor shall keep in a safe and secure location all financial records and statements pertaining to the operations of the University for a period of three (3) years from the close of each year's operation or until audited by the University, whichever occurs first. All records pertaining to the operations of food service shall be open for inspection and/or audit by the State of Connecticut, Board of Regents for Higher Education, and/or Eastern Connecticut State University, at the University's expense.

13.5.2 The University's representatives or selected auditors may, as often as deemed necessary, examine all financial and operational phases of the Contractor's services. Periodic reviews, conducted jointly by representatives of the University and the Contractor, shall also be conducted to ensure that the staffing patterns, menu pricing structure, and other phases of the operation are made in the most efficient manner. The purpose of the review is to determine and confirm that the Contractor is providing the University with quality, convenient food service, under sanitary and healthful conditions, at the most reasonable prices possible.

13.5.3 The University shall be informed by the Contractor of the schedule of the Contractor's audit of the records of the University's food service operation. The University shall have the option of participating in the Contractor's audit and shall receive full reports thereof.

13.6 The only cash registers allowed on campus shall be those authorized or supplied by the University, and all transactions shall be recorded by the Contractor on such cash registers. The use of any other equipment may result in immediate termination of the Agreement by the University, in its sole discretion.

13.7 The University shall bill the sponsoring individual or organization directly for the costs of any special event and catering services. The University shall be responsible for invoicing and collecting fees due it from non-University groups. Costs incurred by the Contractor for services not permitted by or beyond the scope of this contract shall be an expense of the Contractor and shall not be an expense of the University. The University shall audit catering and conference sales reported on the period operating reports. Reported cash and charge sales shall be reconciled to University facility reservation records, customer catering number sequence invoices, and event menu and contract.

13.8 Taxes and Fees Payable by the Contractor: The Contractor shall collect and pay the following taxes and fees:

- (i) Payroll taxes for the Contractor's employees;
- (ii) Sales and use taxes on revenues collected by the Contractor, as applicable; except when the University acts as retailer or; and
- (iii) State and local property taxes, if applicable to the Contractor's inventory of food and supplies.

University informs Contractor that state and local sales taxes do not apply to charges for meals, food, food products or beverages served to individuals on a meal plan and furnished in accordance with any contract or agreement by a school.


14.0 GENERAL LISTING OF RESPONSIBILITIES OF EACH PARTY:

<u>Item/Service</u>	<u>Provided By</u>	<u>Paid For By</u>
Food Service Facilities, Major Equipment and Repairs, Furnishings, and Finishes	University	University
Utilities: Heating, Ventilation, Air Conditioning, Water, Sewer, Gas, and Electric Services	University	University
Equipment Replacement and Depreciation	University	University
Exterior Building Maintenance	University	University
Food Service Equipment – Preventative Maintenance Contracts	Contractor	Contractor
Office Furniture (desks, chairs,)	University	University
Office equipment (copiers, Fax machines, computers)	University	University
Repair of Ceilings, Light Fixtures, Carpeting, etc.	University	University
Grease, Grease Traps, and Exhaust Duct Cleaning	University	University
Daily Regular Cleaning (Floors, Walls, Equipment, Grease Traps)	Contractor	Contractor
Periodic Major Cleaning of Floors (Stripping, Waxing,	Contractor	Contractor
Daily Spot Cleaning of Dining Room Carpeting and Floor Areas *	Contractor	Contractor
All Food, Beverages, Labor Costs, Operating Supplies	Contractor	Contractor

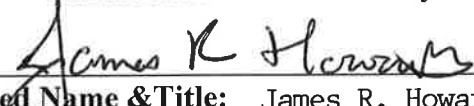
Telephone Line Access, Computer/Data Lines	University	University
Transportation (Trucks, Vans)	Contractor	Contractor
Parking	University	University
Signage and Decorations for Food Service Facilities (Permanent Signage with Approval of The University)	Contractor	Contractor
Insurance Coverage as Specified by the State of Connecticut	Contractor	Contractor
Credit Card Fees	Contractor	Contractor
Trash/Recycling Services (Removal of items from University premises)	Contractor	Contractor
Photocopying/Mail Services	University	Contractor

The undersigned hereby represent that they are fully authorized to execute this Agreement and bind the parties hereto:

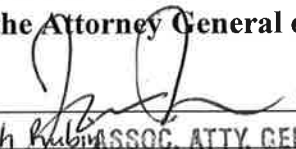
Compass Group USA, Inc. by and through its Chartwells Division

By: 
Printed Name & Title: Lisa McEuen, Chief Executive Officer
Date: 6/29/2017

Eastern Connecticut State University C.G.S. 10a-1515b

By: 
Printed Name & Title: James R. Howarth, VP for Finance and Administration
Date: June 30, 2017

**Approved as to Form:
Office of the Attorney General of the State of Connecticut**

By: 
Title: Joseph Rubin, ASSOC. ATTY. GENERAL
Date: 7/6/17

Campus Food Dining Svcs

Bid # PR-213193

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Date: 4/13/17

COMPANY NAME
Chartwells