

**UNIVERSITY OF NEBRASKA AT OMAHA
LICENSE TO MANAGE AND OPERATE
UNIVERSITY DINING SERVICES**

THIS LICENSE TO MANAGE AND OPERATE UNIVERSITY DINING SERVICES (this “Agreement”) is made and entered into effective the 2nd day of December, 2022, (“Effective Date”) by and between **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a public corporate body and agency of government of the State of Nebraska for and on behalf of the University of Nebraska at Omaha (the “University” or “UNO”), and Sodexo America, LLC (“Contractor”). Individually, each may be recognized as a “Party” and collectively, the “Parties”.

WHEREAS, UNO issued a Request for Proposals 3640-22-5010, dated June 22, 2022 (the “RFP”), incorporated herein by reference as Exhibit “A”, seeking written proposals from qualified firms for the exclusive management and operation of its Dining Services;

WHEREAS, Contractor submitted to University its financial projection #9, Option 2, (the “Bid Response”), which has been attached hereto and incorporated herein by reference as Exhibit “B”; and

WHEREAS, upon evaluation of all firms submitting proposals, UNO has determined that Contractor should be awarded this Agreement with UNO for management and operation of its dining services as set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Term of Agreement; Definitions

- a. Term. This Agreement shall be effective upon execution by both Parties, with Contractor’s operation of UNO’s Dining Services commencing January 3, 2023, with full services commencing no later than January 23, 2023. Unless sooner terminated, the Agreement shall continue in full force and effect for a period beginning on the Effective Date and ending at midnight on June 30, 2028 (the “Initial Term”), subject to the right of the University to extend this license agreement thereafter for two (2) additional two (2) year periods (each a “Renewal Term”), upon mutual agreement of the Parties, with upon written notice to Contractor provided not less than one hundred eighty (180) days prior to the expiration of the Initial Term or then current Renewal Term. Notwithstanding anything to the contrary herein, the University may extend the Initial Term or any Renewal Term, either at its expiration or earlier termination, for a period of up to one hundred twenty (120) days to allow for the transition of services to a new operator (the “Transition Term”). For purposes of this Agreement, the Initial Term, any Renewal Term, and any Transition Term are referred to herein collectively as the “Term.”

University and Contractor shall participate in a transition meeting in accordance with Exhibit “C,” attached, at least seven (7) days prior to commencement of services. If the transition meeting is not held by such time, the commencement of the services shall be postponed accordingly. Additionally, University and Contractor agree to participate in Expectations Sessions throughout the term of this Agreement with a minimum of one (1) per contract year.

- b. Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

“Charge” shall mean a fee established by Contractor for goods or services provided by Contractor.

“Invoiced Amount” shall mean the invoiced amounts to Contractor for goods and services, including food, beverages, merchandise, cleaning products, equipment, supplies, and other contracted services.

Many of Contractor’s manufacturers, suppliers and distributors provide rebates, allowances, and other payments to Contractor based on Contractor's purchasing commitments, aggregate growth incentives and other factors. Prompt payment discounts and all rebates, allowances and other payments obtained from manufacturers, suppliers and distributors, shall be retained by Contractor.

“Year 0” shall mean the period beginning on the date Contractor commences Dining Operations (as defined in Section 1 hereof) and ending on June 30, 2023.

Each subsequent year shall be defined as follows:

<u>Year</u>	<u>Timeframe</u>
Year 1	July 1, 2023 through June 30, 2024
Year 2	July 1, 2024 through June 30, 2025
Year 3	July 1, 2025 through June 30, 2026
Year 4	July 1, 2026 through June 30, 2027
Year 5	July 1, 2027 through June 30, 2028

2. Termination of Agreement

a. Termination Without Cause.

- i. By University. This Agreement may be terminated at any time without cause, by University with not less than 180 days’ written notice to the Contractor prior to the date of termination.
- ii. By Contractor. This Agreement may be terminated at any time, without cause, by Contractor with 180 days’ written notice to the University prior to the date of termination. In the event Contractor exercises its right under this Section 2.a.ii. for termination without cause prior to June 30, 2028, then Contractor shall pay the University an amount equal to two hundred fifty thousand dollars (\$250,000) as an early termination penalty within thirty (30) days after termination. In addition, notwithstanding anything to the contrary herein, in the event Contractor exercises its right for termination without cause, University will not be liable for the payment of any termination fees charged by Branded Concepts or reimbursement of any Contractor Commitments set forth in Section 17.e., with the exception of any and all payments remaining on the Investment, which payments shall continue to be made in the amounts and on the payment schedules identified in Sections 17.e.i.

b. Termination for Cause.

- i. If either Party shall refuse, fail or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Force Majeure reasons stated herein, or fails to deliver the services and/or products required by this Agreement or has delivered non-conforming or unacceptable services and/or products, the Party claiming such failure shall give the other Party a written notice of such breach. If the failure has not been corrected within ten (10) days for failure to make payment when due or within thirty (30) days from any other notice of breach, the non-breaching Party may terminate this Agreement effective ten (10) days after the end of said period.
- ii. In addition to all other rights set forth herein, either Party may terminate this Agreement, without prior notice, should any of the following events occur:
 - 1) The filing of a petition pursuant to which an adjudication of bankruptcy is entered by either Party or the parent corporation of either Party; or the entry of an order, judgment or decree by a court of competent jurisdiction, on the application of a creditor, adjudicating either Party

or the parent corporation of either Party as insolvent or approving a petition seeking reorganization or appointing a receiver or an assignee for benefit of creditors, trustee or liquidator; or,

- 2) The consent to an involuntary petition in bankruptcy or the failure to vacate, within sixty (60) days from the date of entry thereof, any order approving an involuntary petition by either Party or the parent corporation of either Party.
- c. Effect of Termination. In the event of termination per the terms of this Agreement, any payments due to UNO or to Contractor shall be prorated on a per diem basis to the date of termination. Upon termination, the University, or Contractor's successor, shall have the option to purchase Contractor's useable inventory of food and supplies at Invoiced Amount. If Contractor maintains an inventory of supplies bearing the logo of UNO or a UNO sponsor, University shall either purchase directly or cause Contractor's successor to purchase Contractor's usable inventory of such logoed supplies at Contractor's Invoiced Amount. The University or Contractor's successor may also purchase Contractor's fixtures and equipment at a mutually agreed upon fair market value. Termination of this Agreement shall not affect any right of either Party which accrues prior to such termination.

3. Dining Operations

During the Term, Contractor shall have the exclusive right and obligation to operate UNO's dining services, subject to the terms, conditions and restrictions set forth in this Agreement (the "Dining Operations"). For purposes of this Agreement, Dining Operations shall include the operation and maintenance of UNO's Retail Dining Locations (as defined in Sections 4(a) and 4(b) hereof) and providing Catering Services, including alcoholic beverages, for UNO (as defined in Section 8 hereof) all as more particularly set forth in this Agreement. In performing the Dining Operations, Contractor shall perform according in accordance with the terms and conditions set forth herein, and according to the highest standards and commercial practices for the management and operation of dining services located on a university campus. It is the overall intent to provide students, faculty, staff, visitors and the UNO community with the highest quality products and the most courteous and efficient service possible. Contractor will perform the Dining Operations under the name "UNO Dining Services" or "Dining Services" during the Term. Any naming of Retail Dining Locations must be approved by the University in accordance with applicable University policy. Cups used to dispense soft drinks at retail locations shall include the name and/or logo of UNO and/or the soft drink company licensed by UNO and/or the national brand at which such soft drink is served.

4. Dining Locations

- a. Retail Dining Locations. For purposes of this Agreement, Retail Dining Locations shall be mutually agreed upon and may include the following to be located at the locations described below and in the RFP.
 - i. Chick-fil-A, Tres Habaneros, Slices, Farmer's Field, Qdoba, Mein Bowl by Hissho Sushi, Erbert and Gerberts and Durango Grill are located on the second floor Food Court of the Milo Bail Student Center. Contractor will obtain necessary licenses to continue to operate these retail concepts. If Contractor is unable to obtain licenses to operate these concepts within sixty (60) days after the Effective Date or if Contractor subsequently fails to maintain such licenses, the University shall have the right to terminate this Agreement upon notice to Contractor.
 - ii. Starbucks, located in the Dr. C.C. and Mabel L. Criss Library, will serve Starbucks menu items.
 - iii. Krispy Krunchy Chicken located on the first floor of the Milo Bail Student Center.

- iv. The Grid convenience store, located on the first floor of the Milo Bail Student Center. This concept will offer a variety of on-the-go convenience and meal options, including Apex Pick-Up Lockers for order pickup and a Hardee Coffee kiosk.
 - v. Shake Smart will operate in the Health and Kinesiology Building.
- b. Branded Concepts. For purposes of this Agreement, the term “Branded Concepts” shall mean those food and beverage systems operated by Contractor through national and regional third-party license agreements or franchise agreements, subcontracts, or through Contractor’s own in-house trademarked brands. Contractor shall operate the Branded Concepts at University's Premises under the conditions set forth below.
- i. Contractor shall control all aspects of the Branded Concepts, including menus, recipes, pricing, staffing and hours of operation.
 - ii. Representatives of the licensor, franchisor or subcontractor of the Branded Concepts shall be allowed access to the Premises during reasonable business hours for quality assurance inspections of the Branded Concepts.
 - iii. Contractor shall notify University at least twenty (20) days in advance of any termination or expiration of a license agreement, franchise agreement or subcontract related to a Branded Concept. Contractor and University shall mutually determine what operation, if any, will replace such Branded Concept. In any event, the Branded Concepts operation shall terminate upon termination or expiration of this Agreement.
 - iv. Upon termination or expiration of this Agreement, Contractor shall remove the equipment related to the Branded Concepts in accordance with the terms of the applicable license or franchise agreements.
 - v. Contractor and UNO shall mutually agree upon the final Branded Concepts to be implemented, including reviewing and approving the renovation schedules and timelines. Contractor proposes to operate or cause to be operated the following Branded Concepts with the applicable fees to be paid by Contractor:
 - Tres Habaneros, a Mexican food concept
 - Erbert and Gerbert’s, a deli concept
 - Slices, a pizza, calzone and stromboli concept
 - Farmer’s Field, a salad concept
 - Mein Bowl by Hissho Sushi, an Asian fusion concept
 - Durango Grill, a burger concept
 - The Grid convenience store with a Hardee Coffee kiosk
 - Krispy Krunchy Chicken
 - Catering Services: Square Tomato and Flavours menus
 - Starbucks
 - Chick-fil-a
 - Qdoba
 - Apex Pick-Up Lockers at the Grid for order pick-up
 - LeBread Express, a robotic solution serving fresh-baked artisan meals
 - Yo-Kai Express, a contactless solution serving Japanese ramen and rice bowls

- vi. University has asked Contractor to operate a Starbucks store at the Premises. University understands that Starbucks Corporation will assess an early termination fee in the event that University requests Contractor to discontinue operating the Starbucks store. Provided that the Starbucks store has operated for at least one (1) year, Starbucks shall calculate the termination fee by adding (i) the average sum of royalty and advertising fees paid over the last twelve (12) months, multiplied by thirty-six (36) (or multiplied by the actual number of months remaining in the term of the Starbucks store agreement, if fewer than thirty-six (36) months remain) and (ii) the average value of products purchased from Starbucks for the last twelve (12) months multiplied by twelve (12) (or multiplied by the actual number of months remaining in the term of the Starbucks store agreement, if fewer than twelve (12) remain). If the store has been open less than one (1) year, the termination fee shall be determined by adding the (i) royalties and advertising fees for the last full calendar month of the store's operation multiplied by thirty-six (36) and (ii) product purchases for the last full calendar month of the store's operation multiplied by twelve (12). In no event shall the early termination fee exceed one hundred fifty thousand dollars (\$150,000.00). In the event the University terminates this Agreement without cause during the Initial Term, the entire amount of termination fee shall be payable by University within thirty (30) days after the effective date of termination.
- c. License to Retail Dining Locations. The University grants a non-exclusive license to Contractor to use and access the Retail Dining Locations for the Dining Operations and for no other use without the prior written consent of the University. The University may change the location of Retail Dining Locations upon at least one hundred twenty (120) days' prior written notice to Contractor. Any material changes to the locations or offerings of a location must be by written amendment to this Agreement.
- d. License to Office Space. The University grants a non-exclusive license to Contractor to use office space in the Milo Bail Student Center. The University shall provide to Contractor at no cost to Contractor a desk and chair and access to a copier, printer, and wireless internet. To the extent Contractor requires additional services or equipment, including, but not limited to telephone services, UNO cost-per-copy services, or dedicated internet service, the installation of such services shall be approved by the University and Contractor shall pay for all costs associated therewith.
- e. Utilities. UNO shall provide electricity, gas, water, sewer service and heating/air conditioning, where available and needed, to the Retail Dining Locations. UNO does not guarantee an uninterrupted supply of water, steam, electricity, gas, heat, air conditioning, internet, phone and/or equipment usage and shall not be responsible for any costs associated with the interruption of such services. However, it shall provide 48 hour notice of any scheduled utility interruption(s) and shall be diligent in restoring service following an interruption. To the extent such interruption in service is caused by the negligence or willful misconduct of Contractor or Contractor's employees, UNO may request reimbursement for the costs of restoring such services.
- f. Maintenance. UNO will clean and maintain air distribution devices and light fixtures, including maintenance and replacement of light bulbs, and clean hood ducts, plenums and related units and fans. UNO will coordinate these cleanings and maintenance operations with Contractor to minimize interruption of operations.

5. Hours of Operation; Minimum Operating Hours

- a. Hours of Operation. Contractor shall submit for UNO approval, which shall not be unreasonably withheld, delayed or conditioned, the hours of operation, including weekends, for each Retail Dining Location for (1) the current academic year upon execution of this Agreement, (2) the then upcoming

academic year on or before July 1st of each year, and (3) the then upcoming summer on or before March 1st of each year. Contractor shall maintain all operations until designated closing times.

- b. Holidays and University Breaks. Contractor may, with prior written approval from UNO Director of Auxiliary Services, decrease weekly service hours in connection with University approved holidays and breaks or any other reasons as approved in writing by UNO Director of Auxiliary Services.

6. Meal Plans

Upon request by UNO, Contractor shall work with UNO to evaluate (with the input of students and staff) whether implementation of meal plans would provide financial stability to UNO and help UNO meet the needs of students. If the result of such evaluation is that implementation of meal plans would benefit UNO and its students, UNO and Contractor shall negotiate in good faith an amendment to the Agreement to include meal plans in the services provided under this Agreement, including the applicable financial adjustments.

7. Customer Payment Options

- a. Retail Dining Locations. All Retail Dining Locations must accept declining balance dollars, MavCARD, cash, debit and credit card payments.
- b. Gift Card/Rewards Programs. To the extent deemed feasible by the Contractor and UNO Director of Auxiliary Services, Contractor will implement gift card and rewards programs for Retail Dining Locations. The implementation of programs are subject to the terms and conditions of Contractor's franchise agreements.
- c. MavCARD. MavCARD is an on-campus debit system administered by UNO and is not affiliated with any financial institution.

The Contractor agrees to the following responsibilities related to the MavCARD program:

- i. Prior to any MavCARD transaction, to verify by visual inspection that the card user is pictured on the UNO ID Card, and confiscate any UNO ID Card that fails to pass such inspection. MavCARD transactions shall be completed only when the UNO ID Card and card owner are physically present at the Retail Dining Location. No MavCARD transactions are permitted over the phone, mail or email;
- ii. To notify the UNO Card Office immediately during regular business hours or UNO Department of Public Safety after 5:00 p.m. and on weekends and holidays if a UNO ID Card is found or confiscated. Contractor shall promptly deliver the found or confiscated cards to the UNO Card Office. If fraud is detected, UNO Department of Public Safety should be contacted immediately;
- iii. To not accept the MavCARD unless the online system is available. Contractor assumes liability for all transactions accepted while the system is off-line and unavailable;
- iv. To pay UNO a 2.5% administrative fee on the Gross Revenues received from the use of the MavCARD. For purposes of this Section, Gross Revenues shall mean the actual amount of MavCARD sales, prior to any deductions. To pay all applicable sales tax associated with MavCARD sales;
- v. To balance each day the MavCARD sales recorded at Dining Services cash registers to UNO's ID Card System Reports;

- vi. To make available such financial records pertaining to MavCARD sales, as may be reasonable for internal and/or external audits. Contractor shall maintain a record of every MavCARD transaction for a minimum of five (5) years from the date of the transaction. This obligation shall survive the termination or expiration of this Agreement; and,
- vii. To follow the cardholder agreement found in Exhibit “D” MavCARD Services Cardholder Agreement and any subsequent amendments or addendums thereto.

Notwithstanding anything to the contrary herein, MavCARD may not be used on Early Childhood Education Center rates as referenced in Section 17.b.

8. Catering Services

- a. Catering Services. Contractor will provide a minimum, three-tiered catering program (the “Catering Services”). The Catering Services shall be of the highest professional standards, featuring quality service and appropriate ambiance. Contractor shall provide systems that assure that events receive quality food and optimum service in a timely manner.
- b. Exclusive Caterer. Subject to the exclusions set forth in this Agreement, Contractor shall have the exclusive right and obligation to provide catering services for all events (which require food service) located on UNO campus during the Term of this Agreement. Upon UNO’s request, Contractor shall also provide catering service within or adjacent to other locations designated in writing by UNO. UNO shall control the space commitment and scheduling of authorized institution-catered events. In the event Contractor is unable to provide catering services for a particular event, the University may engage the services of an outside caterer.
- c. Outside Catering. Contractor may provide catering services to persons or groups outside of the UNO community by notifying and securing approval from the UNO Director of Auxiliary Services. UNO may withhold approval, if in its reasonable judgment, it determines that catering to such outside persons or groups adversely impacts Contractor’s performance hereunder or otherwise results in a negative effect on the on-campus community.
- d. Pricing; Billing. Contractor shall provide complete catering menu price lists prior to the Effective Date, which price lists must be approved in writing by the University. Contractor’s catering prices will be competitive with comparable menu items served by local catering operators and by higher education institutions similar to UNO in terms of faculty and student populations, setting and educational mission. Contractor and University shall mutually determine the price at which catering items shall be sold. Increases shall be determined in accordance with Section 17(c). Any additions, deletions or changes in service require the prior written approval of the UNO Director of Auxiliary Services. Contractor shall strive to price catering in a manner that provides for a single catering fee and avoid “extra” service fees, as much as is possible. Should “extra” fees be charged, the fees must be reasonable and fair, accompanied by a full explanation of each service fee and why the additional fee is needed. All applicable fees must be included in the quote provided to the customer and approved annually by the Director of Auxiliary Services. Contractor will be responsible for billing for all catering services provided, including to UNO organizations. UNO will not receive commission on catering services for currently recognized UNO Student Organizations.
- e. Promotions. Contractor will provide brochure/marketing pieces which will be used to promote catering services. In addition, Contractor will provide promotional and menu point-of-sale for customer review and selection. Annually, at the time selected by the UNO Director of Auxiliary Services, Contractor will promote the UNO catering experience by hosting one (1) departmental and one (1) organizational

catering expo. Throughout the Term, Contractor will occasionally introduce special, limited-time offers as part of its catering promotion. Contractor will meet with campus departments and student organizations to communicate catering services and guidelines.

- f. On-line Ordering. Contractor will use a catering ordering and system management application (CaterTrax) to provide a quick on-line ordering services, sample menus, event planning guidelines, and policies for booking requests. Once a customer places an order, the program should immediately send a confirmation to the customer.
- g. Pickup/Disposal. Catering service items and food items must be promptly removed. Food items may not be left unattended for more than four (4) hours. It is the responsibility of catering service staff to arrange for the pickup and/or disposal of catered items.
- h. Alcohol. Contractor shall provide the service of alcohol at events designated and pre-approved by the UNO Office of Business and Finance at no cost to UNO. Contractor will be reimbursed through private funds for costs associated with the purchase of alcohol. Contractor, at its own expense, will obtain all necessary permits and/or licenses to meet applicable requirements to serve such alcohol. Contractor may securely store alcohol within areas designated by UNO and will be responsible for secure storage of such alcohol. Contractor may also use alcohol in unique food preparation but must store alcohol in areas that are secure.

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

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

9. Management and Personnel

- a. Existing Employees. Effective no later than July 1, 2023 ("Hire Date"), Contractor agrees to hire and retain all UNO non-management Auxiliary Services employees engaged in providing dining services as of the Effective Date ("UNO Employees"), subject to Contractor's standard terms and conditions of employment, including, but not limited to, background investigations. Any elimination of employees or employee positions during the first month of the Term should be collaboratively discussed with the UNO Director of Auxiliary Services. Any elimination of UNO Employees positions during the first year of the Term must be approved by the UNO Director of Auxiliary Services. Such approval not to be unreasonably withheld. Contractor will also uphold the following commitments to these employees:
 - 1) Recognize original hire dates with UNO Auxiliary Services;
 - 2) Match current wages or offer improved wages;
 - 3) Closely match previous vacation, sick and holiday policies; and,
 - 4) Waive the initial waiting period for benefits enrollment.

As of the Hire Date or upon expiration or termination of this Agreement, regardless of how this Agreement may be terminated, Contractor shall not be responsible for unused paid time off (including,

but not limited to, sick time, personal time, holidays and/or vacation) which accrued to the UNO Employees while employed by UNO prior to the Hire Date.

UNO shall be responsible for any liability relating to (i) earned or accrued benefits earned or accrued prior to the Effective Date, (ii) termination or lay-off resulting from the transition of the UNO Employees to Contractor's payroll (including the WARN Act) and (iii) employee claims for injury or loss, which injury or loss occurred while such UNO Employees were employed by UNO.

- b. Compliance. Contractor's employees will comply with all laws in relation to their roles as members of the UNO community, as well as all University rules, practices and policies. Contractor's employees shall abide by all Athletic Department, Summit League, National Collegiate Hockey Conference, and National Collegiate Athletic Association rules and regulations (or those of any successor athletic conference or governing body) with respect to student-athletes that UNO provides to Contractor in writing.
- c. Staffing. Contractor shall at all times maintain on duty at the University an adequate staff of employees for an efficient and quality operation. Staff and management shall not take lunch breaks during peak Dining Services hours. The University shall have the right to review and approve the staffing patterns and job schedules and require increased staffing based on the needs of UNO.
- d. Training. Contractor shall have the resources and staff for continually providing satisfactory training and development programs for Contractor's employees at all levels of the organization. The Contractor shall be responsible for the expense of such training. All Contractor employees present on the UNO campus shall participate in training required by the University from time to time, including, but not limited to, training regarding sexual harassment and diversity and inclusion.
- e. No Free/Discounted Meals. Contractor shall not furnish free or discounted meals, snacks, or beverages to Contractor's employees as a direct operating expense of providing dining services.
- f. Appearance; Hygiene. Uniforms must be provided to full-time and part-time employees, including students. UNO requires uniforms which positively reflect the image of the particular dining experience. The Contractor shall be responsible for the expense of providing employee uniforms which easily and appropriately identify Contractor and Contractor employees by name. These uniforms will not bear any UNO or University logos unless given prior approval by the UNO Director of Auxiliary Services. All Contractor employees while on campus should be identifiable as a Contractor employee. This requirement can be met by a Contractor employee uniform or clothing identifying the Contractor name or an identification card issued by Contractor. Contractor employees must be prepared to show identification while on the UNO campus. Contractor employees shall, at Contractor's expense, obtain UNO ID Cards designating the Contractor employee as an affiliate of the University. Contractor's employees shall be neat and tidy in appearance and shall follow general food service industry established hygiene practices in the handling of food. To the extent permitted or required by law, Contractor shall not allow employees with known illnesses, open sores or other symptoms to work. To the extent permitted or required by law, any contagious disease such as hepatitis must be reported immediately to UNO and public health authorities. Contractor shall be responsible for providing food handler certificates and/or medical examinations as required by law and, to the extent permitted by law, shall make such records available for review upon UNO's request.
- g. Management. Contractor will focus heavily on sourcing and placing the right caliber of management personnel who will be committed to serving the UNO community. The University shall be included in the selection and evaluation process of Contractor's management team. The University shall have final approval of strategic management hires such as the Director of Operations, such approval not to be

unreasonably withheld, delayed or conditioned. To best of their ability, Contractor will provide candidates that have a high level of knowledge within hospitality management field and possess relevant experience to perform their job. Candidates will demonstrate skills which encompass both knowledge of the Contractor's business operations, as well as knowledge of the particular operations unique to UNO and the need for campus collaboration. Contractor shall maintain a stable management team with no greater than ninety (90) consecutive days of vacancy in any given position in any twelve (12) month period. Contractor's management team consists of the directors and managers stated below. Interim appointments represent an acceptable form of management stability. Contractor shall provide corporate management staff, made known to the University by name, to routinely review and inspect operations, fill staff vacancies if necessary, consult with the University on current and future Dining Services programs, and to act with full authority on the Contractor's behalf in any and all matters pertaining to Agreement terms. Contractor shall have the on-site management be available to meet with the UNO Director of Auxiliary Services or the designee of the UNO Director of Auxiliary Services on a monthly basis for the purpose of discussing financial results and business strategies.

- h. Changes to Organizational Structure. The University must approve any change to the organizational structure of Contractor's UNO operations. Contractor's request for approval of changes in organizational structure shall be submitted in writing to the UNO Director of Auxiliary Services and be accompanied by a business case supporting the change. University approval of suggested changes will be based upon the expected benefits to the dining services operations and the University's strategic goals, it being understood that University shall not unreasonably withhold, delay or condition such approval. Contractor's staffing model shall at a minimum provide and maintain the following managerial staff positions during the term of the Agreement:

- General Manager
- Executive Chef
- Catering Manager

- i. Criminal Background Investigations. Contractor will provide the appropriate experienced professional employees to operate the Dining Services program. Contractor warrants and represents that Contractor has obtained, at Contractor's own expense and in a manner compliant with all applicable local, state, federal and international laws, a background screening for all of its employees to be employed for Dining Services located at UNO. Such background screenings shall be completed consistent with current industry standard and shall, at a minimum, include the same degree of thoroughness as those background checks the University conducts for newly hired staff at the UNO. Contractor agrees to update any background screening upon reasonable request by the University, it being agreed that any request based upon the occurrence of any illegal activity involving Contractor or its personnel, or the reasonable suspicion of illegal activity would be deemed reasonable hereunder. Contractor shall provide the University with evidence of the completion of the required background screenings upon the University's request. Contractor shall not hire, retain or engage any employee who has been convicted (felony or misdemeanor) of or entered into a court-supervised diversion program for any sexual offense, felony assault (including domestic violence related incidents), child abuse, molestation or other crime involving endangerment of a minor, murder or kidnapping. Other convictions, such as misdemeanor assault, drug distribution activity, felony drug possession, and any other felony or crime involving moral turpitude may, in the discretion of UNO, also render an applicant ineligible for employment, considering (a) the nature and gravity of the offense or offenses, (b) the time that has passed since to offense or conduct and/or completion of the sentence, and (c) the nature of the job held or sought. This provision shall not apply to employees that were previous contractor's employees and transferred to Contractor's payroll.

- j. Agreement Not To Hire. UNO acknowledges that Contractor's salaried employees are essential to Contractor's core business of providing management services and are familiar with Contractor's operating procedures and other information proprietary to Contractor. Therefore, UNO agrees to not,

without Contractor's prior written consent, solicit for employment, hire, make any agreement with any person who is or has been a Contractor salaried employee providing services to UNO hereunder, within the earlier of one (1) year after such employee terminates employment with Contractor or within one (1) year after termination of this Agreement. However, upon expiration or termination of this Agreement, University reserves the right to rehire any former UNO Employees hired by Contractor. The parties also acknowledge that breach of the obligations set forth in this Section would irreparably harm the Parties business and leave the Parties without an adequate remedy at law, and that the Parties are entitled to seek injunctive relief to enforce the terms of this Section. This provision shall survive termination of this Agreement.

10. Quality and Standards

a. Quality Assurance Program. Contractor will maintain a robust quality assurance program including, but not limited to:

- 1) Emergency preparedness and response;
- 2) Culinary initiatives and food programs;
- 3) Packaged food labeling regulations;
- 4) Food safety audit programs;
- 5) Food safety training programs and adult learning;
- 6) Associate health and hygiene programs;
- 7) Cook-chill technologies;
- 8) Standard operating procedures (SOPs);
- 9) Sanitation standard operating procedures (SSOPs);
- 10) HACCP (hazard analysis critical control points) compliance plans; and,
- 11) Third party safety audits.

b. Food Procurement Standards. Food purchased by the Contractor for use at UNO shall meet or exceed the purchasing specifications for each item listed below. Minimum food specifications are as follows:

- 1) Beef and Veal – USDA Choice, except for meat used in extended dishes which may be USDA Standard;
- 2) Pork and Lamb – USDA Grade A (#1);
- 3) Poultry – USDA Grade A;
- 4) Seafood – USDA Grade A;
- 5) Eggs – fresh cracked, USDA Grade A;
- 6) Frozen Foods – USDA Grade A Fancy;
- 7) Fresh Produce – USDA #1 Quality;
- 8) Canned Foods – USDA Grade “A” Fancy, except Choice may be used for cooking purposes; fruits should be packed in light syrups;
- 9) Cheeses such as Cheddars, Swiss and Monterey Jack shall be all natural, non-processed, when served as a prime ingredient. In addition, processed cheese may be used in some cooking or as an alternative for some non-entree foods;
- 10) Ground Beef – USDA Standard or better, ground beef and beef patties shall be 100% all beef and fat content shall not exceed 20%;
- 11) Veal and Pork steaks shall be solid meat portions – un-breaded and not preformed from chopped or ground meat;
- 12) Frankfurters/Hot Dogs – maximum eight (8) per pound, all beef. Turkey franks may be substituted to address certain dietary requirements and preferences; and,
- 13) All meat cuts shall be in accordance with U.S.D.A. Institutional Meat Packaging specifications.

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

Purchase of food, supplies and equipment shall meet requirements of the United States Department of Agriculture (USDA), Food and Drug Administration (FDA) and National Sanitation Foundation (NSF). In the absence of grade labeling, Contractor shall provide UNO with package labeling codes or industry accepted grade equivalent standards to verify the minimum grades specified are being provided.

Contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage and inventory of all foods and direct supplies, and shall pay for all food and direct supplies related to food production service and management applicable to this Agreement. UNO accepts that Contractor or its parent company may receive volume, trade or cash discounts for items purchased as part of doing business at UNO and that those discounts will accrue to Contractor and will not be credited back to UNO. UNO understands that certain charges reflected on the profit and loss statement are based on a portion of overall company expenses.

UNO reserves the right to periodically inspect Contractor's inventory of food and supplies or review invoices to ensure that purchase standards are maintained.

Contractor shall take under advisement the wishes of UNO regarding product and brand preferences, use of state products and local (in-state) vendors when costs are not significantly increased and Contractor's quality assurance standards are satisfied.

- c. Vendors. University acknowledges that Contractor shall utilize its own supplier network for the provision of food, beverages, supplies and services in the performance of its obligations hereunder. University understands that Contractor has entered into agreements with many vendors and suppliers of products and services which (i) give Contractor the right to inspect such vendors' and suppliers' plants and/or storage facilities and (ii) require such vendors and suppliers to adhere to standards to ensure the quality of the products and/or services purchased by Contractor for or on behalf of University. University shall not require Contractor to use products and/or services from non-Contractor approved vendors.
- d. Food Preparation Standards. The general policy shall be to do on premises preparation of food items, utilizing batch cooking as close to time of service as possible. Cook-to-order or progressive cooking should be the normal method of operation; staggering the preparation of food whenever possible so that nutritional value, temperature, taste, and overall quality can be maintained during serving hours. Contractor shall minimize the use of pre-prepared food items.

Contractor shall provide accommodations or special venues that cater to the needs of persons with chronic dietary issues and various degrees of vegetarian/vegan diets, as well as the tastes of international populations.

- e. Food Service Standards. Contractor will, at a minimum, maintain the following standards of service:
 - 1) Hot foods are to be served hot (above 140 degrees Fahrenheit) and cold foods are to be served cold (below 40 degrees Fahrenheit);
 - 2) All food shall be garnished for attractive presentation;
 - 3) Food items at the main service stations shall be readily identifiable with attractive and individual labels;
 - 4) Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served;

- 5) All serving stations and bars are to be well-stocked throughout the entire posted serving times. The last customer is to be offered the same range of choice as the first. Food will remain at the operations stations fifteen (15) minutes after the closing of service hours to allow late students to be served;
 - 6) Display and serving areas shall be clean, sanitary, orderly, and attractive at all times. Any spillage or soiled spots shall be removed promptly from counters, steam table pans, general serving and dining areas and floors; and,
 - 7) Partially used and broken items shall be promptly removed from the serving area.
- f. Housekeeping and Sanitation Standards. Contractor shall maintain University standards of sanitation required by applicable laws, ordinances, rules and regulations, as well as those assessed by the UNO Director of Auxiliary Services. Contractor shall, at a minimum, be responsible for:
- Routine daily sweeping, mopping and buffing of non-carpeted floors;
 - Vacuuming and spot cleaning carpets and furniture;
 - Routine weekly cleaning of the hoods below ceiling level and filters;
 - Timely removal of waste and cleaning of eating surfaces and seating during Contractor's operating hours;
 - At a minimum, cleaning of eating surfaces, seating, and seating areas and removal of waste and recycling daily prior to the opening and after closing of Dining Services operations and regularly during peak hours;
 - Transporting waste and recycling from its assigned areas to designated exterior receptacles. No waste or recycling should be stored in obtrusive, production or dining areas;
 - Removal and disposal of grease;
 - Cleaning and upkeep of areas near and around exterior receptacles and loading dock(s) including any spills caused by Contractor or its employees. UNO will remove trash and garbage from the designated exterior receptacles;
 - Working with UNO to minimize waste and disposal costs;
 - Daily scrubbing of Milo Bail Student Center kitchen and retail prep areas; and,
 - Providing access to facilities as needed for insect and pest control purposes. UNO will contract with a third-party to provide insect and pest control and cover associated costs with the exception of insects or pest caused by Contractor or its employees' negligence.

Contractor shall be responsible for housekeeping and sanitation services in all Retail Dining Locations, Milo Bail Student Center Food Court, and associated areas which shall include, but not be limited to, production and serving areas, dining rooms, snack bars, delis, bakeries, refrigerators, freezers, receiving and storage, trash and garbage, offices, hallways and stairs used by Contractor.

UNO will provide periodic stripping and sealing or waxing of floors, if any, and shampooing carpeted areas and furniture; periodic cleaning of draperies, blinds, ceilings and outside windows as deemed necessary. UNO will coordinate these cleanings with Contractor to minimize interruption of operations.

Contractor shall develop, implement and update cleaning and sanitation schedules for all equipment and areas as assigned. Cleaning must be sufficient to provide protective maintenance against unnecessary deterioration, and provide a clean and neat appearance. Upon review and approval by UNO, schedules shall be posted and implemented within ninety (90) days of the beginning of the Agreement.

When the Dining Services areas are closed for UNO breaks in schedule, these areas shall be left in a clean and ready-for-inspection condition. Work schedules shall provide sufficient personnel and time for heavy duty cleaning prior to a shut-down of three (3) or more days.

g. Recycling and Energy Conservation. Contractor shall make a commitment to recycling at an activity level no less than that which exists at UNO at the time of execution of this Agreement. Further, Contractor shall actively participate in initiatives created by UNO's Sustainability Committee, and support UNO's recycling program as it evolves toward greater sustainability. Contractor shall:

- 1) Incorporate biodegradable and recyclable products and containers into its daily dining operation to the extent feasible, but in no circumstances use foam or Styrofoam® packaging;
- 2) Recycle food, packaging and other items to the extent that there are available markets and outlets for the products;
- 3) Where safe and practical, leftover foods may be donated to a local shelter; and,
- 4) Assume responsibility for maximum utility/energy conservation by turning off or down lights, fans, water, ovens, steam equipment and other energy consuming items when the Dining Services facilities are not in use or when business volume dictates a reduction in the use of utilities. Equipment use shall be planned to match dining service needs and not wastefully turned on when not needed.

11. Equipment and Maintenance

- a. Use of University Equipment. The University shall purchase and maintain ownership of all equipment inventory including but not limited to utensils, food prep appliances and cleaning equipment (collectively, the "Equipment"). The Equipment will be made available to the Contractor for use in its Dining Operations. Contractor and UNO will work collaboratively to maintain an up-to-date list of these items. Prior to July 1 of each year, Contractor will provide UNO with an up-to-date list of any Contractor-owned equipment or other items. All equipment purchases and capital improvements, which shall include any improvements that enhance the property or facility value or increase the useful life of the facility, property or equipment, will be controlled and conducted through UNO.
- b. University Maintenance. Subject to the cleaning and upkeep required by Contractor, UNO will maintain, repair and replace the Equipment; provided, however, in the event such maintenance, repair or replacement is required due to the negligence or willful misconduct of Contractor, Contractor shall reimburse UNO for all costs associated with the same upon thirty (30) days after UNO's delivery of an invoice to Contractor.
- c. Damage. Contractor shall be responsible for proper operation of all Equipment. Contractor shall be responsible for costs of damage to equipment, facilities or other building occupants caused by improper execution of service activities, operation or inadequate supervision or other negligence by the Contractor, including all costs for cleanup, repair and/or replacements.
- d. Conditions of Premises and Equipment. Subject to the obligations of Contractor hereunder, the Premises and equipment provided by University for use in the services operation shall be maintained by University to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations). Any modifications or alterations to the physical Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of University and shall be at the University's expense. Notwithstanding the foregoing, in no event will the University be responsible or liable for any failure of Contractor to comply with applicable laws in performance of this Agreement.

12. Marketing; Recruitment/Retention

- a. Marketing Plan. Contractor will submit an annual plan for marketing the various venues of Dining Services operations, including Catering Services. Contractor's marketing team's primary focus will be to increase the awareness of campus dining happenings, promotions, specials and events through the use of effective communication and advertising media. Contractor's marketing team must accomplish five critical goals:

- 1) Support the vision and values of UNO;
- 2) Understand the current and future needs of customers;
- 3) Create and implement effective marketing strategies that help sell and promote Contractor's services and products; and,
- 4) By October 1 of each year, work with UNO to assist with developing a comprehensive marketing plan to increase student retention within the residence halls for the ensuing year.

This comprehensive marketing plan will:

- 1) Identify and market to members of the UNO community who currently do not use Dining Services;
- 2) Provide marketing materials which will be utilized to further the visibility and image of Dining Services;
- 3) 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 revenues;
- 4) Promote the MavCARD ;
- 5) Through the use of surveys or other means deemed mutually acceptable, conduct a continuing program of inquiry into student needs and attitudes toward Dining Services;
- 6) Provide for social media marketing (Text Messaging, smartphone applications, Facebook and Instant Messenger);
- 7) Provide for marketing tools, including but not limited to, brochures, table tents, posters, press releases, door hangers and resident hall postings;
- 8) With assistance from UNO's exclusive partners, Contractor shall initiate cross-promotions or marketing efforts to increase sales and add additional value to the University community; and,
- 9) On or before August 22, 2023, develop and maintain a UNO-specific website related to marketing and promotion of Dining Services, which is attractive, robust and user-friendly. This website should contain feedback capabilities, innovative content, accurate and up-to-date menus for retail and catering operations with associated prices, hours of operation, health and wellness information, promotional specials, and frequently asked questions.

- b. Student Recruitment and Retention. Contractor will work closely with the UNO Division of Institutional Effectiveness and Student Success, Student Life and Wellbeing and Auxiliary Services to assist with the recruitment and retention process including but not limited to incentive programs. In addition, Contractor will train student ambassadors on the latest changes in Dining Services, will provide answers to commonly asked questions and staff an interactive table, as requested by UNO, at recruitment events, including but not limited to New Student Orientation and enrollment days, Be a Mav Days, Housing Showcase and Admitted Student Events throughout the year to answer any questions and to positively add to the promotion of on-campus living and Dining Services offerings.

13. Dining Services Evaluation

Contractor understands and agrees that the quality of the Dining Services program directly affects students, faculty and staff. Contractor also understands and agrees that UNO deems it imperative that the Dining Services operation function as specified in this Agreement. Instances of poor performance by Contractor will be documented and submitted to Contractor for immediate corrective action. A corrective action meeting will be called between Contractor and the University when documented instances of poor performance occur. A plan for corrective action will be drafted and implemented. The University retains the right to assess whether and when performance is subsequently acceptable. Continued poor performance will be deemed a breach of this Agreement.

- a. Inspections. UNO reserves the right to have the UNO Director of Auxiliary Services or other UNO designees periodically conduct, announced or unannounced, inspections, evaluations and request changes in the operation and condition of Dining Services and any facilities at any time with respect to safety, sanitation and maintenance of the facilities and equipment to bring them to levels satisfactory to UNO. Inspectors from all state and local authorities and from UNO shall have complete cooperation from Contractor. When state and local authorities arrive for inspection, UNO shall be notified and, whenever practical, shall be present for the inspection. A copy of the inspection report shall be transmitted by Contractor to the UNO Director of Auxiliary Services for UNO within 72 hours of receipt. Within five (5) working days, Contractor shall provide UNO with a written report of corrective action (if such corrective action is required). In the event that corrective action is a joint responsibility, Contractor shall notify UNO of its responsibility in the matter and shall work with UNO in the implementation of such action. Inspections and evaluations shall be conducted so as not to interfere with the normal operation of the dining service function.
- b. Periodic Meetings. Contractor leadership and administration will meet with UNO administration prior to the Effective Date, approximately thirty days and approximately ninety days after the Effective Date, and annually throughout the Term of this Agreement to review transition and improvement plans for Dining Services.
- c. Dining Services Evaluation Plan. Contractor and University will collaborate to develop an evaluation plan which will be mutually agreed upon. This plan will evaluate the overall Dining Services program, excluding catering operations. At a minimum the evaluation plan will require the following of Contractor:
 - 1) All management will meet and collaborate with a campus evaluation committee annually;
 - 2) Allow University to conduct a secret shopper program for all Dining Services locations;
 - 3) Provide monthly participation rate reports during the academic year;
 - 4) Provide academic semester utilization reports;
 - 5) Conduct a minimum of one customer satisfaction evaluation each semester and one customer focus group per calendar year and provide results;
 - 6) Provide detailed revenue reports;
 - 7) Provide Department of Health and Human Services Inspection reports;
 - 8) Provide external and internal food safety inspection reports;
 - 9) Participate in cleaning and maintenance surveys and allow access to Dining Facilities at any time for University personnel to participate in cleaning and maintenance surveys;
 - 10) Supply customer counts at all retail locations;
 - 11) Provide individual brand-contracted/franchise audit reports;
 - 12) Provide ticket times at retail locations when applicable and available;
 - 13) Assist in benchmarking efforts with other institutions of similar size and scope; and,

In response to any feedback received and after consultation with the UNO Director of Auxiliary Services, Contractor will identify and implement a plan to attempt to correct any negative feedback or improve in order to support continuous improvement of the Dining Services program.

- d. Catering Services Evaluation. Contractor will facilitate an annual review, inviting key catering customers, as well as members of the UNO leadership team. Contractor and University will collaborate to develop an evaluation plan which will be amended as an exhibit to this Agreement. This plan will evaluate catering services. At a minimum the evaluation plan will require the following of Contractor:
- 1) Report annual catering sales figures in total and per catered item;
 - 2) Provide pictures of events;
 - 3) Review and present findings from comment cards, invoice surveys and other survey results; and,
 - 4) Solicit input from key stakeholders.

In response to any feedback received and after consultation with the UNO Director of Auxiliary Services, Contractor will identify and implement a plan to attempt to correct any negative feedback or improve in order to support continuous improvement of the catering services.

14. Technology

- a. Meal Card System. UNO currently utilizes the CBORD CS GOLD identification card system. The CBORD system is an all campus identification card, of which dining services is one of several usages. UNO is responsible for the issuance of I.D. cards. UNO shall be responsible for the annual maintenance and license fees associated with the CBORD CS GOLD identification card system and any successor system. UNO shall be responsible for the hardware and equipment cost associated with the transaction processing segment of the CBORD CS GOLD identification card system and any successor system. Contractor shall use a POS system at all locations which is compatible with UNO's I.D. card system or any of its successors. In order to assist in offsetting the cost of the I.D. card system, Contractor shall pay UNO ten (10) dollars per Contract Student per semester. The Census Date (official enrollment as of the sixth day of classes) shall be used to determine the number of Contract Students. Payment to UNO shall be made on or before the tenth (10) day of the month following the Census Date.
- b. University Information Technology Services staff serves as administrators of the CS Gold system. Implementation of new or additional functionality and/or applications in support of the campus food service will be coordinated with University Information Technology Services. If UNO replaces the CBORD CS GOLD identification card system, then Contractor shall reasonably cooperate and coordinate with UNO in the implementation of a successor system.

Planning and deployment of new software applications is dependent on the availability of University technical staff in Information Technology Services and the availability of a University Information Technology Services approved third-party software developer(s) to write interfaces. Any costs will be paid by Contractor.

University Information Technology Services Helpdesk is not responsible for the support of hardware and software not owned or licensed by UNO. Contractor's staff utilizing University technology resources, including the UNO network and UNO email, are required to abide by all University policies. These policies can be viewed at <https://www.unomaha.edu/campus-policies/index.php>.

- c. Data Network and Cabling. Any communication cabling within UNO buildings for a private or corporate network must meet current University data cabling standards and must be installed by a University

Information Technology Services approved contractor. Contractor is responsible for support of POS devices at food service locations. University Information Technology Services will provide network connectivity to POS devices.

- d. Requirement to Protect Payment Card Data. Contractor is to comply with the Payment Card Industry Data Security Standard (PCI DSS); no Primary Account Number (PAN) is allowed to be stored, processed or transmitted on the University data network. Contractor acknowledges responsibility for the security of cardholder data it possesses or otherwise stores, processes or transmits on behalf of UNO, or to the extent that Contractor could impact the security of the cardholder data environment. Contractor acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this document or as required by the PCI DSS or as required by applicable law.

Contractor attests that, as of the Effective Date of this Agreement, it has complied with all applicable requirements to be considered PCI DSS compliant and has performed the necessary steps to validate its compliance with the PCI DSS, and will maintain such compliance for the life of this Agreement. For purposes of this Agreement, "PCI DSS" means the most current version of the Payment Card Industry Data Security Standard administered by the Payment Card Industry Security Standards Council. Contractor agrees to supply evidence of its most recent validation of compliance upon execution of this Agreement and annually for the length of the Agreement by providing a copy of Contractor's current, valid, and signed PCI SAQ, AOC, and/or ROC or other comparable document accepted by Contractor's bank, processor, or acquirer. Contractor will immediately notify the University if it learns it is no longer PCI DSS compliant and will immediately remediate the non-compliant status. In no event shall Contractor's notification to the University be later than seven (7) calendar days after Contractor learns it is no longer PCI DSS compliant.

Contractor represents and warrants that it has a system in place to ensure the continuity of its business and the security of all cardholder data in the event of a major disruption, disaster or failure.

Contractor agrees to comply with all applicable laws requiring notification of individuals in the event of unauthorized access to the cardholder data environment (a "data breach"). In the event of a cardholder data breach and as instructed by University, Contractor agrees to either perform at its sole cost and expense or pay the cost of University's performance of reasonable mitigation or remediation services which may include, without limitation, providing any notice to individuals affected by the breach as University reasonably determines to be required.. Contractor will provide a representative or a PCI approved third party designated by University with full cooperation and access to conduct a thorough security review, which review shall include at a minimum, validation of Contractor's compliance with the PCI DSS for protecting cardholder data. Contractor further agrees to indemnify, hold harmless, and defend the University and its employees from and against any claims, damages, or other harm related to a breach. This provision survives termination of this Agreement.

15. Security; Safety

- a. Security. UNO shall provide general security to the campus locations occupied by Contractor. This security shall include all necessary Contractor keys, key cards and all necessary access to Dining Facilities. It is agreed that the campus locations assigned to Contractor are for use solely to fulfill Contractor's duties and that Contractor shall at all times keep UNO facilities secured. Contractor shall be responsible for:
- 1) Maintaining UNO's standard of security during those times UNO's portion of the facility is closed;

- 2) Securing all entrance and exit doors to Dining Services, including any kitchens and storage areas subject to this Agreement, during any period that Dining Services is closed;
- 3) Access control (e.g., keys) to those portions of UNO's facilities occupied by Dining Services. Contractor will ensure that UNO Department of Public Safety and Facilities are provided access to Dining Services at all times. Throughout the Term, Contractor may request UNO to re-key the Dining Services facilities prior to the commencement of the Agreement, or at any time during the Term; however, any costs of such re-keying shall be the sole responsibility of Contractor;
- 4) Cost of replacement of lost or stolen keys, and if UNO determines that keys lost by Contractor could compromise campus security, Contractor shall be responsible for all costs associated with re-keying, re-securing or reprogramming of Dining Services and affected non-Dining Services facilities;
- 5) Cooperate with UNO in its effort to prevent theft of Contractor, UNO and customer property in and about Dining Services;
- 6) Any theft or loss of UNO property that occurs as a result of Contractor's negligent failure to provide adequate security under these circumstances;
- 7) All risk of loss to merchandise of any kind at all times, including loss occurring while in-transit, regardless of where the loss occurs (i.e. on- or off-campus) except to the extent that any such on- campus loss is due to the negligence of UNO, including, but not limited to failure of mechanical systems. In no case shall any liability owed to the Contractor by UNO, under this subsection, exceed the cost of the merchandise to the Contractor. Further, Contractor accepts the risk of loss or damage to fixtures, equipment and other Contractor properties while in transit to or from Dining Services except to the extent that any such loss is due to the negligence of UNO;
- 8) With assistance of UNO Department of Public Safety, develop and maintain a security program for Dining Services, with specific attention to those times and events when security concerns are heightened;
- 9) Assist UNO with the enforcement of its student code of conduct, applicable rules and regulations of the National Collegiate Athletic Association and other policies with respect to alleged student, faculty or staff misconduct relating to Dining Services;
- 10) Cooperate with UNO's Department of Public Safety by immediately reporting to UNO Department of Public Safety all suspected security violations, including any evidence of a security breach or criminal activity in or about Dining Services;
- 11) Reporting to the Director of Auxiliary Services any accidents involving staff and customers or adverse behavioral incidents involving staff or patrons which occur in or around the premises; and,
- 12) All security systems or security equipment. UNO will provide security service to the building(s) in which Dining Services is located to the same extent and in the same manner as is provided by UNO to other similarly situated UNO buildings, provided that UNO will not provide surveillance internal to Dining Services facilities. Notwithstanding UNO's provision of security service, UNO shall not be liable for any injury, losses or damages suffered by the Contractor, its employees and agents, or property as a direct or indirect result of such UNO provided security services, unless such injury, loss or damage results from the negligence or willful misconduct of UNO or its employees.

b. Fire and Safety. An aggressive program of accident prevention and safety education shall be used by Contractor. Proper instructions on the use of equipment and food handling techniques shall be provided in the promotion of a safe and accident free environment. The following standards shall be followed:

- 1) Contractor must comply with all OSHA standards applicable to Dining Services operations at the University;
- 2) Contractor must and maintain first aid equipment and supplies in all production and service areas;

- 3) With respect to facilities that Contractor has a responsibility to maintain under this Agreement, Contractor must immediately report fires, unsafe conditions and security hazards at UNO. Contractor shall immediately fix and report any citations for unsafe conditions the Contractor is responsible to remedy hereunder to the University;
- 4) UNO shall furnish and maintain fire extinguisher equipment and supplies, and Contractor shall notify UNO immediately after every use; and,
- 5) Contractor must provide to the UNO Director of Auxiliary Services within sixty (60) days of Agreement's Effective Date an Emergency Operation Plan and Business Continuity Plan. The Emergency Operation Plan and Business Continuity Plan will be reviewed annually and updated as needed.

UNO maintains an emergency alert notification system known as UNO Alert. During an emergency situation involving the UNO campus, UNO Alert is activated (via cell phones, and email) to alert students, faculty, and staff to give instructions and to keep everyone informed about the current situation. Contractor shall at a minimum require directors, managers, and assistant managers to enroll in UNO Alert and such directors, managers, and assistant managers are responsible for providing this information to all employees as needed.

16. Data Security

- a. Protection of Confidential Data. To the extent UNO provides Contractor with student data subject to The Family Educational Rights and Privacy Act ("FERPA"), Contractor agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in FERPA and with the terms set forth below. Pursuant to 34 C.F.R. § 99.33(a)(2), the officers, employees and agents of a party that receives education record information from the University may use the information, but only for the purposes for which the disclosure of the information was made. To the extent UNO provides Contractor with information subject to the Gramm Leach Bliley Act ("GLBA"), Contractor also agrees to comply with the requirements of the GLBA dealing with the confidentiality of customer information and the Safeguards Rule, if applicable. Further, Contractor agrees to protect all University sensitive data including all personally identifiable information ("PII"), financial, corporate business intelligence or intellectual property of the University, and its faculty, staff, and employees in accordance with generally accepted Information Security standards and best practices.
- b. CDI. Covered Data and Information ("CDI") includes: paper and electronic student education record information; student financial information (defined below) required to be protected under GLBA, as well as any credit card information received in the course of business by the University, whether or not such credit card information is covered by GLBA; and data provided by University's students to the Contractor, if any. In addition, this definition of CDI also covers any and all paper and electronic PII, financial, corporate business intelligence or intellectual property of the University, and its faculty, staff, and employees. Student financial information is that information that the University has obtained from a student in the process of offering a financial product or service, or such information provided to the University by another financial institution. Offering a financial product or service includes offering student loans to students, receiving income tax information from a student's parent when offering a financial aid package, and other miscellaneous financial services as defined in 12 C.F.R. § 225.28. Examples of student financial information include addresses, phone numbers, bank and credit card account numbers, income and credit histories and Social Security numbers, in both paper and electronic format.
- c. Access to CDI. Contractor acknowledges that the Agreement allows the Contractor access to CDI.
- d. Prohibition on Unauthorized Use or Disclosure of CDI. Contractor agrees to hold CDI in strict confidence. Contractor shall not use or disclose CDI received from or on behalf of University (or its

students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by University. Contractor agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

- e. Subpoenas or Liens. If Contractor is served with a warrant, subpoena or any other order or request from a government body or any other person for any record or files of University Data, Contractor will, as soon as reasonably practical and not in violation of law, deliver to University a copy of such warrant, subpoena, order or request and will not, without University's prior written consent, comply with the same unless and until required to do so under applicable law. Contractor has no property interest in, and may assert no lien on or right to withhold from the University, any data it receives from, receives addressed too, or stores on behalf of the University.
- f. Return or Destruction of CDI. Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall return all CDI to University or, if return is not feasible, destroy any and all CDI. This provision shall also apply to all CDI that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of such information, including any compilations derived from and allowing identification of CDI. Contractor shall complete such return or destruction as promptly as possible, but not more than thirty (30) days after the effective date of the conclusion of the Agreement. Within such thirty (30) day period, Contractor shall certify in writing to the University that such return or destruction has been completed.
- g. Remedies. If University reasonably determines in good faith that Contractor has materially breached any of its obligations under the Agreement, then University, in its sole discretion, shall have the right to (1) require Contractor to submit to a plan of monitoring and reporting, (2) provide Contractor with a fifteen (15) day period to cure the breach, or (3) terminate the Agreement immediately if cure is not possible. Before exercising any of these options, University shall provide written notice to Contractor describing the violation and the action it intends to take.
- h. Maintenance of the Security of Electronic Information. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of University or its students and will protect CDI no less rigorously than Contractor protects its own confidential information. If Contractor provides any CDI which was received from, or created for, University to a subcontractor or agent, then Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this Agreement.
- i. Reporting Unauthorized Disclosures or Misuse of Covered Data and Information. Contractor shall, within one (1) day of discovery, report to University any use or disclosure of CDI not authorized by the Agreement or in writing by University. Contractor's report shall identify: (1) the nature of the unauthorized use or disclosure, (2) the CDI used or disclosed, (3) the identity of the individual or entity that received the unauthorized disclosure, (4) the action(s) that Contractor has taken or shall take to mitigate any potentially negative effects of the unauthorized use or disclosure, and (5) the corrective action(s) Contractor has taken or shall take to prevent future similar unauthorized uses or disclosures. Contractor shall provide any additional information in connection with the unauthorized disclosure reasonably requested by University.
- j. Notification. Contractor agrees to comply with all applicable laws requiring notification of individuals in the event of unauthorized access to CDI. In the event of an unauthorized disclosure or misuse of CDI that was in Contractor's possession, and as instructed by University, Contractor agrees to either perform at its sole cost and expense or pay the cost of University's performance of reasonable mitigation or remediation services which may include, without limitation, providing any notice to individuals affected by the breach as University reasonably determines to be required.

- k. Compliance with Red Flags Rule. The Federal Trade Commission has promulgated regulations collectively known as the "Red Flags Rule" with which University must comply. See 16 CFR § 681. Under the Red Flags Rule, University must ensure that Contractor either complies with University's identity theft Program or that Contractor has its own policies and procedures in place to detect and respond to identity theft Red Flags. Contractor represents and warrants that it has reasonable policies and procedures in place to detect, prevent and mitigate identity theft. Contractor shall review and comply with all relevant portions of University's identity theft policy as well as any applicable Institutional identity theft plan. Contractor shall report any Red Flags that it detects in connection with the Agreement to University.
- l. Cyber Insurance. Contractor agrees to purchase and maintain throughout the term of the Agreement a technology/professional liability insurance policy, including coverage for network security/data protection liability insurance (also called "cyber liability"), covering liabilities for financial loss resulting or arising from acts, errors, or omissions in rendering technology/professional services or in connection with the specific services described in violation or infringement of any right of privacy, including: breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended; data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information in whatever form, transmission of a computer virus or other type of malicious code, and participation in a denial of service attack on third party computer systems; loss or denial of service; no cyber terrorism exclusion, with a minimum limit of one million dollars (\$1,000,000) each and every claim and in the aggregate. Such coverage must include technology/professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services).
- Such insurance must explicitly address all of the foregoing without limitation if caused by an employee of Contractor or an independent contractor working on behalf of Contractor in performing services under the Agreement. The policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. Such insurance must include affirmative contractual liability coverage for the data breach indemnity in the Agreement for all damages, defense costs, privacy regulatory civil fines and penalties, and reasonable and necessary data breach notification, forensics, credit protection services, public relations/crisis management, and other data breach mitigation services resulting from a confidentiality or breach of security by or on behalf of Contractor.
- m. Information Security Audits. Contractor will provide PCI Level 4 attestation for any Point-of-Sale systems owned and installed by Contractor on-site at customer sites.

17. Costs, Rates and Accounting

- a. Costs of Operation. Effective only for Year 0, Contractor shall collect and deposit Gross Sales from the Dining Services. Contractor shall be responsible for and pay all Operating Expenses of the Dining Services. Any Surplus or Deficit from the Dining Services shall be for UNO's account. For the purposes of Sections 17(a) and 17(b), "Operating Expenses" shall be defined as all of Contractor's costs, Charges, and expenses incurred in connection with providing the Dining Services, including, but not limited to, the following:

- 1) The Invoiced Amounts to Contractor for goods and services, including food, beverages, merchandise, cleaning products, equipment, supplies, and other contracted services, plus a Charge for procurement services equal to six tenths percent (.6%) of such invoiced amounts;
- 2) Contractor's labor, including salaries (and bonuses, if any), wages, taxes, health benefits, relocation expenses, payroll processing, retirement plans, and the cost of administering such plans and services;
- 3) Other costs, Charges and expenses, including, but not limited to, amortization or depreciation of equipment, Charges for workers' compensation and general liability insurance based on the average manual rates for such insurance in the geographic area of the Retail Dining Locations, other insurance related to the Dining Services provided herein, cost of licenses, permits and certifications, information systems, software and software maintenance, armored car services, fees and expenses associated with accepting and processing credit and debit card sales, bank service fees (net of any interest) for depositing receipts from the Dining Services, third-party recruitment and placement fees, marketing and promotional or proprietary materials, uniforms and linen, flowers, decorations, decor, signage, overnight delivery, if necessary, Smallwares, Expendable Equipment, minor equipment, repair and maintenance of Sodexo-supplied equipment, sales, use and other taxes related to the Dining Services (other than taxes collected and remitted by Sodexo to a taxing authority), training expenses (including travel) for employees assigned to the Dining Services, criminal background investigations and drug screenings for Sodexo's employees assigned to the Dining Services at the Retail Dining Locations, fees and expenses associated with the installation, implementation and ongoing operation of Branded Concepts operated by Contractor, including royalty payments payable to franchisors and licensors, a Charge for marketing support and culinary services equal to three tenths percent (.3%) of Gross Sales, commissions paid, electronic meal program identification system supplies, and other items and contracted services purchased on behalf of the Dining Services;

- i. Definitions. For the purposes of Sections 17(a) and 17(b), the following definitions shall apply:

“Accounting Period” shall mean a period of a calendar month, twelve (12) of which shall constitute an accounting year.

“Deficit shall mean the excess of the total of Operating Expenses over Gross Sales.

“Expendable Equipment” shall mean any expendable item used in the preparation and service of meals such as pots, pans, and cooking and serving utensils used in the Dining Services.

“Gross Sales” shall mean all sales of food, beverages, goods, merchandise and services in the Dining Services, including sales taxes.

“Net Sales” shall mean Gross Sales excluding sales and other applicable taxes.

“Smallwares” shall mean dishware, glassware, flatware, utensils and similar items used in the Dining Services.

“Surplus” shall mean the excess of Gross Sales over the total of Operating Expenses.

- ii. Billing. No later than fifteen (15) days after the end of each Accounting Period, Contractor shall submit to UNO an invoice for Operating Expenses in excess of Net Sales retained by Contractor for the applicable period. Payment, if any, shall be due within fifteen (15) days after date of invoice. No later than fifteen (15) days after the end of each Accounting Period, Contractor shall pay to UNO UNO's share of Surplus, if any.

All invoices provided by Contractor shall be itemized, or accompanied by an itemized report showing dates of service, quantities of meals or services billed, cost per each line item, and total cost billed. A monthly itemized statement shall be provided by Contractor to University at the sole discretion of University.

Each party shall pay interest on any unpaid amount not paid when due at the lesser of one and one-half percent (1.5%) per month or the highest interest rate allowed by applicable state law. Upon termination of this Agreement, all outstanding amounts, including all accrued and unpaid interest, shall become immediately due and payable.

- iii. Statements and Records. Contractor shall submit operating statements to UNO for each Accounting Period and shall maintain books and records in accordance with generally accepted accounting principles. UNO, at UNO's expense, shall have the right to audit all operating statements.

- b. Profit and Loss. Commencing Year 1 and each Year thereafter as defined under Section 1, Contractor shall retain all cash receipts realized from the Retail Dining Locations and shall pay all operating expenses associated with the Retail Dining Locations. Any profit or loss shall be for Contractor's account. Except as otherwise specifically provided in this Agreement, Contractor shall be responsible for all costs of operation of the Dining Services and shall pay all costs and expenses connected with Contractor's and UNO's use of the Retail Dining Locations and Office Space, including but not limited to the following:

- 1) Invoiced Amounts of raw food and food products;
- 2) Labor, benefits, compensation and insurance;
- 3) Invoiced Amounts for janitorial cleaning and sanitizing supplies and agents;
- 4) Invoiced amounts for plastic, paper and foam products including but not limited to needs for catering and temporary equipment shutdowns as stated below;
- 5) Office equipment beyond what is provided by University;
- 6) Any needs and services for required safes;
- 7) Monthly billings and charges associated with the use of telephones, cash registers, postage, internet, printing and photocopying;
- 8) Employee uniforms, aprons, standard table linens and all associated laundry and dry cleaning;
- 9) Internal surveillance and security needs within Dining Services Facilities;
- 10) All vehicles used for the conduct of Dining Services business;
- 11) Maintenance of UNO's inventory of flatware, glassware and china, and any replacement costs if due to negligence of Contractor, its employees, agents, or subcontractors;
- 12) Equipment repair and replacement if due to negligence of Contractor, its employees, agents or subcontractors;
- 13) Outside grease receptacles and all associated costs for pickup and removal from site;
- 14) All franchise fees, license fees, and signage associated with branded concepts; and,
- 15) Marketing, including research, signage, brochures, menu boards, advertisement, and promotions.

- c. Rates and Prices.

i. *Retail*

Contractor shall provide complete menu/convenience price lists prior to the Effective Date and receive written approval from University. Contractor's retail prices will be competitive with comparable menu/convenience items served by local commercial food operators and by higher education institutions similar to UNO in terms of faculty and student populations, setting and educational mission. Throughout the term of this Agreement, UNO may request a market comparison of convenience/menu prices to determine if prices remain competitive. If it is deemed that prices are not competitive, UNO can require that item prices be reduced to a competitive rate. Contractor will offer a multitude of offerings and service styles in the retail operations. With UNO approval, pricing with national brands will be equal to or less than prices available locally outside UNO's campus and price adjustments to such items will be permitted during the academic year. Contractor and University shall mutually agree upon the price at which retail items, excluding Branded Concepts, shall be sold.

ii. *UNO Early Childhood Education Center*

All meals provided for UNO ECEC will comply with Federal and State guidelines. These menus and all of their ingredients will be made available for Center staff and parents electronically and physically, as requested. UNO ECEC will provide anticipated meal counts to Dining Services each morning for all applicable meal periods and will be charged in accordance with this reported number. These meals will be delivered to UNO ECEC in a timely manner to ensure the Center staff is able to meet meal schedules. These meal schedules will be communicated to Dining Services by Center staff. These rates for the Effective Date – August 20, 2023 will be:

Meal	Price
Breakfast	\$ 1.45
Morning Snack	0.72
Lunch	1.92
Afternoon Snack	0.72
Daily Rate	4.81

d. Rate and Price Adjustments.

- i. Branded Concepts, Retail and Catering Services. The Branded Concept prices shall be controlled by Contractor as defined under Section 4.b. The retail prices shall be established by Contractor and the Catering Services prices shall be established by mutual agreement of the parties.
- ii. Meal Plan Prices. If UNO implements meal plans as referenced in Section 6 above, prices for products and services provided under this Agreement will increase in each subsequent year by an amount to be negotiated, taking into account population, hours of operation, other conditions, labor costs (including but not limited to benefits and insurance costs), product costs, fuel costs, federal, state and local tax structures, and change in federal, state or local laws, regulations and taxes, and other relevant factors, including significant changes at UNO from the business and other operating conditions that existed as of the date of the RFP including without limitation student population, maintenance expenses and utility costs. Price adjustments for the ensuing academic year(s) will be submitted to UNO no later than August 1 for all operations with an agreed upon increase by October 1. UNO and Contractor will review and approve all proposed price increases related to meal plans and other meal rate(s). Contractor will conduct an annual price comparison with the market of Omaha, Nebraska, of all items and services to ensure Contractor is meeting or exceeding pricings for comparable items and services. If Contractor is not meeting or exceeding these prices, Contractor will adjust their associated prices accordingly.

If rates are not agreed upon by October 1, they will be increased by the percentage increase in the Consumer Price Index- Food Away From Home, averaged for the prior twelve (12) month period.

Requests for meal plan price increases by Contractor during the annual adjustment process must be accompanied by as many of the factors listed below as are applicable:

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

e. Contractor Commitments

i. *Investment*

On or about July 1, 2023, Contractor shall provide an amount not to exceed two million four hundred fifty thousand dollars (\$2,450,000) (“Investment”) to purchase equipment and for renovations to the Dining Services operation. Such amount shall include a Charge for the services of Contractor's Design and Development Department and Contractor's Furniture, Fixtures and Equipment department not to exceed ten percent (10%) of the Investment. The estimated allocation of the Investment shall be as follows:

- **\$200,000** – MBSC Food Court re-imagining, including the addition of Tres Habaneros, Erbert and Gerbert’s, Slices, Farmer’s Field and Mein Bowl and kiosk ordering implementation
- **\$125,000** – Health and Kinesiology Building renovation to implement Shake Smart
- **\$75,000** – Smallware equipment for production kitchen
- **\$100,000** – Catering equipment updates
- **\$100,000** – Food court platform equipment
- **\$750,000** – Library Café converted to fully licensed Starbucks
- **\$150,000** – Maverick Den remodel to support Apex Locker implementation
- **\$150,000** – The addition of a Qdoba to the MBSC Food Court
- **\$650,000** – The addition of a Chick-fil-A to the MBSC Food Court
- **\$150,000** – Transformation of the Maverick Den C-Store into a Grid Market

Contractor shall amortize the Investment on a straight-line basis over nine (9) years commencing with the date the Investment is placed in service. Investment will be reimbursed to Contractor by UNO in nine (9) equal payments not to exceed two hundred seventy-two thousand two hundred twenty-two dollars (\$272,222), which will be due and payable to Contractor on June 1 of each year beginning June 1, 2024, and continuing throughout the Term. Such amortization shall not be charged as an operating expense of the food service. UNO shall own the Investment, excluding proprietary equipment and signage utilized in the Branded

Concepts.

If prior to the complete amortization of the Investment any of the following events occur:

- (i) this Agreement expires or is terminated in whole or in part by University or by Sodexo for Cause;
- (ii) this Agreement is amended and such modification has a material adverse economic impact on Contractor; or
- (iii) Contractor's procurement programs are no longer utilized for the purchase of goods in connection with the Services provided under this Agreement;

then UNO shall reimburse Contractor, on the expiration date, or within five (5) days after receipt by either Party of any notice of termination under this Agreement or within ten (10) days after the occurrence of (ii) or (iii) above, any and all payments remaining on Investment. UNO agrees to de-identify and, if applicable, remove any proprietary elements of the Investment as directed by Contractor.

ii. Additional Payments

Contractor shall pay to UNO an annual payment based on the percentage of total Gross Sales as set forth in the table below (the "Commission Payment"). For purposes of this Section, "Gross Sales" shall mean all moneys received for sales or services rendered at or from Dining Services Facilities and Catering Services, excluding discounts or returns and taxes collected by Contractor as required by governmental authorities. The Commission Payment shall be due on or before July 15th of each year beginning on July 15, 2024, and continuing throughout the term. The Commission Payment will be based on the percentage of total Gross Sales for the previous fiscal year (July 1 – June 30), as set forth in the table below, and shall not be less than the Commission Payment for any prior fiscal year. Notwithstanding the foregoing, the Commission Payment for Year 1 shall not be less than \$266,891.

Total Gross Sales	Percentage
\$0–\$2,500,000	0.0%
\$2,500,001–\$4,500,000	8.5%
\$4,500,001–\$6,500,000	14.5%
\$6,500,001–\$8,500,000	20.5%
\$8,500,001 and above	26.5%

- f. Tax Exemption. Purchases made by the University of Nebraska and UNO are normally exempt from the payment of State Sales and Use Taxes and Federal Excise Taxes. Certification of these exemptions will be provided to the Contractor upon request. Prices for goods or services to be purchased by UNO, if any, will only include billed sales taxes if applicable.
- g. Accounting and Records. Contractor shall keep full and accurate records in connection with Dining Services operations at UNO. All such records shall be retained by the Contractor for a period of five (5) years. Contractor shall, upon reasonable requests during regular business hours, provide and allow UNO representatives access to such financial records as UNO deems relevant in order to measure and confirm Contractor's performance of this Agreement. Proprietary or confidential information, other than the financial information referenced in this paragraph, may be redacted from records provided to UNO's representatives.

Contractor will provide UNO the following information:

- 1) "Weekly Sales Report" itemizing all sales for that week. The Gross Sales, as defined under Section 17.e.ii above, will be broken down to reflect the sales from individual retail dining facilities and catering;
- 2) Annual statistical data listing individually the labor, food, and overhead costs for individual retail dining facilities and catering;
- 3) Participation percentage by meal and location at the conclusion of each month;
- 4) Annual statement of sales from individual retail dining facilities and catering; and,
- 5) Year-end "profit and loss" statement for all the individual retail dining facilities and catering and cumulatively for the entire Dining Services program.

For MavCARD payment, UNO will provide Contractor with monthly reports of Contractor's sales purchased with a MavCARD. UNO will calculate and subtract and retain UNO's administrative fee for MavCARD payment, based on the total monthly Gross Sales and pay Contractor the balance of the total monthly Gross Sales. All reports provided to Contractor will include Contractor's MavCARD, usage fee paid to UNO, and payment made to Contractor. A single monthly check will be issued by UNO to Contractor that reflects the amount owed to Contractor for MavCARD sales. The report provided to Contractor will be for the reporting period beginning on the 16th of the month through the 15th of the next month. Such reconciliation and report shall be provided to Contractor within thirty (30) days of the end of the monthly reporting period.

h. Change in Conditions and/or Service Requirements.

- (1) Conditions. The financial terms set forth in this Agreement and other obligations assumed by Contractor hereunder are based on conditions in existence on the date Contractor commences operations, including by way of example, UNO's student population; applicable taxes; applicable laws; University's policies and practices. In addition, Contractor has relied on representations regarding existing conditions made by University in connection with the negotiation of this Agreement. In the event of (i) an increase or decrease in UNO's student population of more than ten percent (10%) over the previous year, (ii) a material, adverse, and unforeseen change in applicable taxes, laws, or University policies/practices, or (iii) a material and adverse inaccuracy of any representation made by University in the RFP, the financial terms and other obligations assumed by Contractor hereunder shall be renegotiated on a mutually agreeable basis to reflect such change or inaccuracy.
- (2) Service Requirements. If University, (i) requires expansion of or reduction in the scope of services, (ii) University mandated changes in the use of Contractor's procurement programs (not due to failure of the procurement program to meet the standards and requirements of this Agreement) and/or (iii) requests (a) any change in the use of disposables (i.e., from non-biodegradable products to biodegradable products); (b) use of specialty products (e.g., use of locally produced products or supplies, organic products, etc.); or (c) additional management/resource personnel to conduct a specific function unrelated to the services, and such change or request results in an increase or decrease in costs, charges or expenses to Contractor, Contractor's compensation shall be adjusted by an amount equal to the projected change in costs, charges or expenses.

18. Additional UNO Programs

Contractor shall have the exclusive rights to provide Dining Operations and Catering Services on the UNO campus, except as otherwise set forth herein, and specifically excluding the following UNO locations:

- a. Scott Conference Center
- b. Scott Residence Hall
- c. Scott Village
- d. Scott Court
- e. Scott Crossing
- f. Scott Café Express
- g. Maverick Landing
- h. Baxter Arena
- i. Maverick Park
- j. Thompson Alumni Center
- k. Al F. Caniglia Field
- l. Stedman's Café
- m. Maverick Food Pantry

19. Pre-Existing Agreements-Exclusive Rights

UNO has entered into other exclusive arrangements which support UNO programs. Contractor will not sell any product which is in direct conflict or violation of these pre-existing agreements between these contractors and UNO or successor agreements providing similar exclusive rights as listed on Exhibit "E" attached hereto and incorporated herein by reference.

Contractor acknowledges that University has entered into a sponsorship agreement with Pepsi-Cola and shall comply with such agreement conditioned upon Contractor purchasing any required Pepsi-Cola products through Contractor's approved vendors at Contractor's pricing. University shall provide Contractor a copy of any such sponsorship agreement, so that Contractor can comply.

20. Insurance

Contractor shall procure and maintain, at Contractor's expense, the following insurance coverage for the period of the license agreement, it being understood that minimum policy limits may be provided through a combination of primary and excess insurance. Certificates evidencing the effective dates and amounts of such insurance must be provided to the University with **"The Board of Regents of the University of Nebraska" as the additional insured** at the commencement of operations and on Contractor's annual policy date. Contractor's policy(ies) shall be primary.

Contractor shall carry insurance on property owned by the Contractor. Should any of the policies described in this Section be cancelled before the end of the Term, the insured shall, as soon as is possible, notify the other Party to this Agreement. UNO is covered by the University of Nebraska Self-Insured Trust program, which is available for Contractor's review upon reasonable request during regular business hours.

Contractor shall provide the following coverage during the Term:

- 1) Worker's Compensation Coverage with the following limits of liability:
 - a. Bodily injury by accident \$1,000,000/each accident
 - b. Bodily injury by disease \$1,000,000/coverage limit
 - c. Bodily injury by disease \$1,000,000/each employee
- 2) Comprehensive General Liability, including Products Liability, with no less than \$1,000,000 each occurrence for bodily injury, products liability, contractual liability, and property damage liability
- 3) Comprehensive Automobile Liability with \$1,000,000 bodily injury and property damage each occurrence

- 4) Property Insurance on property owned by Contractor. Policy should provide "all risk" coverage in the amount of Contractor's property, including inventory located on the University's premises
- 5) Business Interruption Insurance in the amount of \$2,000,000 each occurrence
- 6) Fire and Lightning, extended coverage, including vandalism, and sprinkler leakage in the amount of Contractor's property, such as inventory, as shall be located in the premises.

Contractor will be required to furnish a certificate of insurance with coverages to bodily injury/personal injury/liability coverage, property damage liability coverage, and workman's compensation coverage. This certificate must be on file with Auxiliary Services prior to any commencement of work. It is absolutely necessary that **"The Board of Regents of the University of Nebraska" as an additional insured** be added to the face of the certificate for all coverage except worker's compensation. Contractor's Certificate of Insurance, shall be executed by the Contractor and its insurer within (15) days upon receipt of a fully executed Agreement.

21. Contractor Trade Secrets and Proprietary Information.

- a. During the term of this Agreement, Contractor may grant to UNO a nonexclusive right to access certain proprietary materials of Contractor, including menus, signage, services survey forms, software (both owned by and licensed to Contractor), and similar items regularly used in Contractor's business operations ("Proprietary Materials"). In addition, UNO may have access to certain non-public information of 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 ("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 UNO), or (ii) any information which was available to UNO on a non-confidential basis from a source other than Contractor, provided that such source was not bound by an agreement prohibiting the transmission of such information, or (iii) any information independently developed or previously known without reference to any information provided by Contractor.
- b. Unless required by law, UNO shall not disseminate any Proprietary Materials or disclose any of Contractor's Trade Secrets, directly or indirectly, during or after the term of this Agreement. Unless required by law, UNO shall not photocopy or otherwise duplicate any such material without the prior written consent of Contractor. All Trade Secrets and Proprietary Materials, including signage, service marks and trademarks, shall remain the exclusive property of Contractor and shall be returned to Contractor immediately upon termination or expiration of this Agreement.
- c. Under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records regarding, related to, or part of this Agreement will be open to public inspection and copying unless exempted from disclosure under applicable law as determined in accordance with the University's interpretation and application of applicable law. It shall be the sole responsibility of Contractor to notify University of requested redactions to any information or records regarding, related to, or part of this Agreement that may otherwise be required to be open to public inspection and copying and to indicate the basis for such requested redactions under Neb. Rev. Stat. §§ 84-712 to 84-712.09. In addition, Contractor agrees to defend any challenge to such requested redactions at its own expense. The University, to the extent allowed by law, shall (i) notify Contractor in writing (a) before disseminating or duplicating any Proprietary Materials or disclosing any of Contractor's Trade Secrets and (b) within four (4) business days of receiving any request for public records that would require the University to disclose Proprietary Materials or Contractor's Trade Secrets, and (ii) after each such notification the University shall cooperate with Contractor to prevent (whether by redaction or other legal solution proposed by Contractor) disclosure of sensitive portions of Proprietary Materials or Trade Secrets that the University proposes to disclose.

- d. Without limiting the foregoing, UNO specifically agrees that, except as otherwise provided in this Agreement, all software associated with the operation of the services, including without limitation, menu systems, food production systems, accounting systems, and other software is owned by or licensed to Contractor and not UNO. Furthermore, UNO's access or use of such software shall not create any right, title, interest, or copyright in such software, and UNO shall not retain such software beyond the termination of this Agreement. Data processed by the software shall remain the property of Contractor; however, at UNO's request, upon termination or expiration of this Agreement Contractor shall provide UNO with a copy of the data processed by such software in a format to be mutually agreed upon by the Parties.
- e. The provisions set forth in this Section shall survive termination or expiration of this Agreement. In the event of any breach of the provisions set forth herein, Contractor shall be entitled to seek equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available.

22. Equal Opportunity

Contractor shall comply with 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a), which are incorporated by reference with the following statement: "This Contractor and subcontractor 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, national origin or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status."

23. Nondiscrimination

Contractor agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act (Neb. Rev. Stat. §§ 48-1122).

24. Force Majeure

Neither Party to the Agreement shall be liable to the other for damages for any delay in performance arising out of causes beyond its reasonable control and without its fault or negligence, including without limitation: (1) fire, flood or water damage, elements of nature or other acts of God, including any of the foregoing that are harmful to electronic circuitry; (2) outbreak or escalation of hostilities, war, riots, or civil disorders in any country; (3) act or omission of the other party or any governmental authority, (4) labor disputes (whether or not the employees' demands are reasonable or within the party's power to satisfy), (5) non-performance by a third party (including any voice or data telecommunications common carrier), (6) failures or fluctuations in telephone, computer or other telecommunications equipment or lines or other equipment, (7) the real, potential, or credible threat of terrorist activity, or (8) a health emergency (e.g. serious outbreak of contagious disease such as an epidemic or influenza pandemic) which in the judgment of UNO poses a serious threat to the public health. In the case of any such excusable delay, the non-performing party will be excused from performance of any affected obligation only for so long as the cause of the excusable delay prevails and such party continues to use commercially reasonable efforts to re-commence performance of its obligations as soon as possible; provided however, that the parties may mutually agree that such excusable delay is cause to cancel the Agreement in its

entirety, in which case neither party shall be liable to the other for any further performance in relation obligations arising after cancellation.

25. Compliance with Laws and Regulations and University of Nebraska Policies

Contractor must comply with all applicable federal, state and local laws, specifically including all laws and regulations related to the protection and security of any personal information gathered by the Contractor, and all other policies of the University of Nebraska. Contractor agrees to indemnify UNO against any loss, cost, liability, or damage by reason of Contractor's violation of any applicable law or regulation. The Contractor must be qualified to conduct the business necessary to the performance of the Agreement in the State of Nebraska throughout the duration of the Term or any renewal thereof. The Contractor shall obtain, at its own cost and expense, all necessary licenses, professional certifications and permits and shall assume the responsibility for and pay all applicable fees and all other taxes, which are now or may be imposed in the future by any governmental authority arising out of the conduct of Contractor's business.

26. Use of University Marks

Contractor shall not use or display any University campus name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by University as a source identifier, unless expressly authorized in writing by University. Any unauthorized use of University Marks is expressly prohibited. Contractor agrees it will not use University's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation, or other communication, especially as it relates to Contractor's business. Notwithstanding the foregoing, such restrictions shall not prohibit Contractor from disclosing the existence of the relationship, term of this Agreement or the projected sales volume related to the terms of this Agreement.

27. Discrimination including Sexual Harassment

State and federal law, as well as University of Nebraska Bylaws, policies, and guidelines prohibit discrimination (as defined therein) including harassment and retaliation, against students, employees, and other members of the University community. Prohibited types of discrimination include discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment), pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, political affiliation, and any other protected status. Contractor shall exercise control over itself, its employees, agents, contractors, and affiliated parties to prohibit acts of discrimination, including sexual harassment, against University students, employees, and other members of the University community. Contractor shall cooperate with the University following any report of discrimination. In the event University or Contractor determines that Contractor or an employee, agent, contractor, or other person affiliated with Contractor has engaged in discrimination, including harassment, or other inappropriate conduct, University and Contractor will promptly discuss the matter and Contractor will take prompt and effective action, in accordance with the policies of Contractor and University to prevent recurrence of the conduct and to correct its effects, which may include removal of Contractor or the employee, agent, contractor, or other person affiliated with Contractor from providing the Deliverables. Contractor's failure to comply with this provision may be cause for immediate termination of this Agreement. Contractor acknowledges that the University may have obligations to report any allegations or incidents of discrimination, including sexual harassment. Contractor and employees, agents, contractors, and other persons affiliated with Contractor who are directly providing the Deliverables or present on University premises shall participate in any training as may be required by Contractor, or the University as noted in Section 9.d above, from time to time, including training regarding sexual harassment and diversity and inclusion.

28. Responsibilities of the Parties.

- a. Liability. To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless University, its regents, officers, employees, agents, and students for any loss, claim, damage, expense,

or liability of any kind arising out of or in connection with the performance or nonperformance by Contractor and its officers, employees, agents, and subcontractors.

University shall be responsible for its own acts and omissions and the results thereof. University agrees that it will assume all risk and liability to itself, its agents, or its employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement. This clause shall survive termination of this Agreement.

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

29. Subcontractors

The Contractor shall not subcontract all or substantially all of any facet of its performance under this Agreement without the prior written approval of UNO. The Contractor shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of this Agreement; provided however, that no contractual relationship shall exist between any subcontractor and UNO, unless it is evidenced in a separate contract independent of the Agreement with the Contractor.

30. Surrender of Premises

Upon expiration of the Term or termination of this Agreement for any reason, Contractor shall without further notice of any kind, quit and surrender possession and occupancy of the Premises in the condition in which it was received, except for UNO-approved alterations, normal wear and tear and damage or destruction by fire or other casualty not due to the negligence or fault of Contractor, its agents, employees or invitees excepted.

31. Legislative Funding Out Clause

Notwithstanding any provision in the Agreement to the contrary, if the Nebraska Legislature does not allocate sufficient funds to allow UNO to pay any periodic payment owed with respect to a future fiscal period, UNO may terminate this Agreement upon written notice to Contractor. UNO will not be obligated to pay any amount owing pursuant to this Agreement subsequent to such termination, provided that in no case shall UNO be relieved from its obligation to pay Contractor for services rendered prior to Contractor's receipt of notice of termination.

32. Debarment List

Contractor certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation 48 CFR Ch.1 Subpart 9.4. Contractor also certifies that Contractor, its partners, directors, officers, employees, licensees, subcontractors, or agents have not been excluded or debarred or otherwise become ineligible to participate in Federal health care programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification and warranty during the term of the Agreement and Contractor shall immediately notify University of any change in the status of the certification and warranty set forth in this Section. If Contractor becomes excluded from Federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by University. If any partners, directors, officers, employees, licensees, subcontractors, personnel, or agents of Contractor become excluded from Federal health care program participation, such individual shall be removed from participating in the Agreement immediately. Failure by Contractor to remove

such excluded individual immediately shall provide University the right to terminate the Agreement immediately for cause.

33. Federal Immigration Verification

Contractor and its Dining Services subcontractors shall use an electronic verification system to determine the work eligibility status of new employees physically performing services with the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114.

34. Contractor Relationship

Contractor shall have the right to operate as an independent business venture as the UNO dining services for student, faculty and the general public associated with the University. The relationship of Contractor to the University shall be that of an independent company holding a license from the University to manage and operate UNO's dining services. Contractor will not conduct or establish a food service business in Omaha, NE, which provides adverse market competition.

35. Local, State and Federal Laws

Each Party shall comply with all applicable laws, ordinances, rules and regulations relating to services sanitation, safety and health and, as applicable to a Party, obtain and maintain required licenses and permits as necessary. Each Party shall cooperate with the other to accomplish the foregoing.

Contractor shall: 1) pay when due, all taxes, assessments, license fees, permits (including parking), or other obligations, which are now or may be imposed in the future by any governmental authority arising out of the conduct of Contractor's business (including, without limitation, the ownership by Contractor and operation of the dining services equipment at all dining services locations); 2) charge, collect and pay all applicable sales, use and/or excise taxes that may be imposed upon dining equipment owned by Contractor; and 3) in Contractor's own name (as appropriate) remit to and file with the proper governmental authorities, all the foregoing taxes, assessments, fees, and necessary returns and comply with all regulations and rules promulgated by such governmental authorities. Upon UNO's reasonable request, Contractor shall deliver to UNO proof of the payment of all taxes.

Contractor assumes sole responsibility to comply with all provisions of federal state, and local laws relating to or governing the operation of dining services. Notwithstanding the provisions of this Section, UNO shall remain liable for sales tax, if any, upon its sale of meal plans, and for property tax, if any, upon its real or personal property.

36. Taxpayer Transparency Act

Pursuant to the Nebraska Taxpayer Transparency Act (Neb. Rev. Stat. §§ 84-602.01 to 84-602.04), University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at <https://statecontracts.nebraska.gov/>. It shall be the sole responsibility of Contractor to notify University of any requested redactions to the Agreement under Neb. Rev. Stat. 84-712.05(3) at the time of execution. In addition, Contractor agrees to defend any challenge to such redactions at its own expense.

37. Headings; Severability

The captions or headings in this Agreement are for reference only and do not define, describe, extend or limit the scope or intent of this Agreement. The terms of the Agreement are severable. If any term or provision is

declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

38. Time is of the Essence

Time is of the essence with respect to each and every provision of this Agreement.

39. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

40. Notice

Any notice provided for in this Agreement shall be in writing and shall be deemed to have been given, delivered, or served when delivered personally to the party who is to receive such notice or five (5) days after the date such notice is mailed by U.S. registered or certified mail, postage prepaid, to such party at the following addresses:

To University:

Jessica Mehrhoff
University of Nebraska
Office of the President
Procure-to-Pay
1700 Y Street
Lincoln, NE 68588-0645

With copy to:

Attn: Vice Chancellor of Business & Finance
University of Nebraska at Omaha
209 Eppley Administration Bldg.
6001 Dodge Street
Omaha, NE 68182

To Contractor:

Sodexo America, LLC
Attn: Jim Fjelstul
COO, Universities North America, West
706 River Down Road
Georgetown, Texas 78628

and:

Sodexo America, LLC
Attn: Law Department
9801 Washingtonian Blvd.
Gaithersburg, Maryland 20878

Each of the Parties may hereafter designate a different address for notices in a writing delivered in accordance with this Section. All notices shall be effective when received or refused except in the case of overnight

delivery by a nationally recognized delivery service in which case notice shall be effective the day after deposit with the delivery service.

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

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

41. Modification; Waiver of Rights

This Agreement may be modified, amended, or waived only by a written agreement signed by an authorized representative of Contractor and the University of Nebraska at Omaha Chancellor or his/her designee. The course of dealing between UNO and Contractor shall not modify or amend this Agreement in any respect. Any delay by UNO or Contractor in the exercise of any of their respective rights and obligations under this Agreement shall not be construed as a waiver of any such rights or obligations to be performed. A waiver of a breach of any provision of this Agreement will not; (a) operate or be construed as a waiver of any subsequent breach; (b) limit or restrict any right or remedy otherwise available to UNO or Contractor; (3) operate or be construed as a waiver of compliance by UNO or Contractor as to any other provision of this Agreement.

42. Electronic Signature.

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

43. Assignment

This Agreement will not be assigned or otherwise transferred by Contractor in whole or in part without the prior written consent of the University. Any attempted assignment without such consent shall be void and of no effect. The foregoing notwithstanding, the Contractor may assign this Agreement to an affiliated company or wholly owned subsidiary upon notification and without being released from any of its responsibilities hereunder.

44. Entire Agreement; Severability

This Agreement, including UNO's RFP, Contractor's Bid Response, collectively referred to as the "Contract Documents", shall constitute the entire Agreement between the parties with respect to all subject matter and supersedes all prior negotiations and understandings, whether verbal or written. Each provision of this Agreement is severable from all others. If any provision of this Agreement will be determined to be invalid or unenforceable by a court of competent jurisdiction, the provision shall be deemed modified only to the extent necessary to render it valid and enforceable, and all remaining provisions of this Agreement shall remain in full force and effect.

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

- A. This Agreement and its Exhibits (other than Exhibits A and B)
- B. Exhibit B - Contractor's Bid Response


45. Governing Law and Forum

This Agreement shall be controlled by the laws of the State of Nebraska without giving effect to its choice of law provisions. Any legal actions brought by either party hereunder shall be in the state or federal courts located in Lancaster County, Nebraska. It is understood and agreed that any legal action by Contractor in relation to the Agreement may only be instituted in accordance with the provisions of the Nebraska State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306).

46. Counterparts

This Agreement may be executed in counterparts, each of which shall be an original, and which together shall constitute a single document.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.
BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA,
on behalf of the University of Nebraska at Omaha

By: 
Walter E. Carter, President
University of Nebraska System

12/20/22 | 10:52 CST
Date: _____

Attest: 
Philip J. Bakken, Corporation Secretary

SODEXO AMERICA, LLC

By: 
Dannie Crozier
Senior Vice President

12/20/22 | 13:57 CST
Date: _____

RFP# 3640-22-5010

University of Nebraska at Omaha Food Service & Catering SCOPE OF WORK

1. INTRODUCTION

The University of Nebraska at Omaha (“UNO” and the “University”) is soliciting proposals from qualified contractors to establish an agreement for Dining Services, Retail Dining Operations, and Catering as outlined in this Scope of Work for the period of July 1, 2022, through June 30, 2025, with options to renew for a maximum term length of five (5) years unless terminated earlier per the terms of the services contract.

2. ABOUT THE UNIVERSITY OF NEBRASKA AT OMAHA

2.1 MISSION STATEMENT

The University of Nebraska at Omaha is one of four campuses in the University of Nebraska System and Nebraska’s metropolitan university—a student-centered university with strong academic values and significant relationships with our community that transforms and improves life.

A Metropolitan University, defined in its simplest terms, is an institution that accepts all of higher education’s traditional values in teaching, research, and service, but takes upon itself the additional responsibility of providing engaged leadership within the metropolitan region by using its human and financial resources as partners to improve the region’s quality of life. The University of Nebraska at Omaha is accredited by the Higher Learning Commission, a regional accreditation agency recognized by the U.S. Department of Education.

2.2 BACKGROUND

UNO is comprised of 6 academic colleges: Arts and Sciences, Business Administration, Communication, Fine Arts and Media Education, Information Science & Technology, and Public Affairs and Community Service. There are approximately 2,096 total faculty and staff employed by UNO.

UNO’s tuition is one of the most affordable in the region, but low tuition doesn’t equal low quality programs and facilities at UNO. We hold the prestigious classification of being a Carnegie Doctoral Research University-which means we offer specialized doctoral programs, master’s degrees, and certificates. Our facilities are some of the best in the nation.

In 2020-2021, the University had their highest enrollment since 1992 of 15,892 undergraduate and graduate students. Of those, 12,768 were undergraduate students, 2591 were graduate students, and 533 were international students.

UNO has grown to include two campuses. Students find a comprehensive array of programs and classes offered in the traditional weekday time frame, as well as in the evenings and on weekends.

UNO has six residence halls: Maverick Village (Capacity 384) and University Village (Capacity 576) on the Dodge Campus. On the Scott Campus: Scott Court (Capacity 480), Scott Village (Capacity 480), Scott Hall (Capacity 136) and Scott Crossing (Capacity 425). Off campus housing includes the Newman Center (Capacity 162).

3. EXPECTATIONS

The primary objective of this solicitation is to develop a new program of excellence for UNO's food service & catering program on the Dodge campus ("UNO Food Services & Catering"). The successful Contractor shall, in conjunction with the University, design a food service & catering program that enhances the quality of life for all students, faculty, staff and visitors and contributes significantly to the total educational experience and campus culture. It is the overall intent to provide students, faculty, staff and visitors with the highest quality products and the most courteous and efficient service possible.

In addition, it is the University's desire to provide quality food service at the most reasonable and economical prices possible to obtain the desired service. The successful Contractor will be expected to provide a full range of fresh, nutritious, affordable and tasty food and beverages through the purchase, preparation and service of food and beverage products appropriate for a wide variety of dining settings. Food options, including but not limited to, vegan, vegetarian, kosher, halal, dairy-free and gluten-free shall be offered.

The successful Contractor will provide effective management and operational control of the dining service space(s). The Contractor shall retain current UNO Food Services & Catering employees. The successful Contractor will be expected to collaborate with other University entities to produce and maintain a culture that promotes recruitment, retention and community.

Contractor shall keep current all food and beverage service licenses, food handler permits, and other applicable food service documentation in accordance with all local laws and regulations, and shall provide copies of such to the University upon request.

4. PROJECT OVERVIEW & TIMELINE

The University desires to gain an understanding of Contractor's ability to innovate, create and utilize an entrepreneurial approach for innovative on-campus dining options on the Dodge Campus. Most importantly, the University values a program that meets the needs of current and future students. UNO Food Services & Catering will provide:

- 1) Affordability for all students, including exciting and modern on-campus dining options;
- 2) Upperclassmen meal plans that promote on-campus living and assist with recruitment and retention efforts;
- 3) Attractive and innovative meal plans for all students, especially on-campus freshmen, that allow for flexibility in retail options including the convenience store;
- 4) Flexible meal plans for commuter students;
- 5) Flexible hours that meet the needs of all demographics of students; and,
- 6) On-campus dining options that encourage faculty and staff to participate in the dining program and its offerings.

Setup planning for the transition shall begin July 1st with a soft rollout two weeks before school starts, approximately August 8, 2022. UNO Food Services and Catering shall consist of a hybrid UNO-managed and Contractor-managed operation, transitioning into operations being managed by the Contractor by the start of the Spring 2023 semester January 3, 2023.

5. CURRENT DINING SERVICE FACILITIES

Milo Bail Student Center Food Court - Milo Bail Student Center, 2nd Floor, Dodge Campus

Seating capacity=approx. 590

Wide variety of freshly made options including featuring burgers, fries, pizza, Philly steak sandwiches, chicken nuggets, salads, bottled beverages, and much more. There are also many grab-and-go options.

Monday - Friday 11 A.M. - 2 P.M., Saturday & Sunday – Closed

Durango's Grill - Milo Bail Student Center, 2nd Floor, Dodge Campus

Seating capacity=approx. 86

This location is currently Closed. Former service included gourmet sandwiches, soups, and salads, all made-to-order and in-house, however, going forward this location shall include options for athlete performance nutrition and other nutritional needs. The Contractor shall work with UNO Athletics staff to provide options that meet the needs of the student athletes.

Library Café - Criss Library, Main Floor, Dodge Campus

Seating capacity=approx. 56

Monday - Friday 8 A.M. - 3 P.M., Saturday & Sunday - Closed

MavREC Café - H&K Building, 1st Floor, Dodge Campus

Seating capacity=approx. 30

Monday - Friday 11 A.M. - 3 P.M., Saturday & Sunday - Closed

6. RETAIL LOCATIONS AT MAVERICK DEN

Maverick Den - Milo Bail Student Center, 1st floor

Seating capacity=approx. 64

Maverick Den is the quick stop option for food, coffee, snacks, and more! Inside the Den students, faculty, staff, and guests can enjoy numerous options including the convenience store, Hardy's Coffee station, and the grill station.

Hardy's Coffee Co. - Milo Bail Student Center, Maverick Den, Dodge Campus

Pastries, coffee, and non-coffee drinks are powered by the local Hardy's Coffee as well as ice cream.

Monday through Friday from 7:30 A.M. - 6 P.M., Saturday & Sunday - Closed

Grill Station – Krispy Krunchy Chicken - Milo Bail Student Center, Maverick Den, Dodge Campus

Quick bites from Krispy Krunchy Chicken and other offerings including burgers, breakfast sandwiches and pre-made sandwiches and salads for every time of day.

Monday through Friday from 7:30 A.M. - 6 P.M. (Grill closes at 4 P.M.; 3 P.M. in summer), Saturday & Sunday - Closed

MBSC Convenience Store - Milo Bail Student Center, Maverick Den

A wide range of drinks and snacks including F'real and slushie machines.

Monday through Friday from 7:30 A.M. - 6 P.M., Saturday & Sunday – Closed

7. ACADEMIC CALENDAR

The UNO Academic Calendar can be found at <https://www.unomaha.edu/registrar/academic->

8. CURRENT AGREEMENTS

8.1 Current Operators

UNO Food Services are currently run in-house.

There are agreements with the following suppliers, which will remain in effect at the discretion of UNO:

1. Bottling Group, LLC dba Pepsi Beverages Company
2. Hissho Sushi
3. Krispy Krunchy Chicken
4. Company Kitchen
5. Aramark for linen service
6. Hardy's Coffee
7. Scott Properties Food Service – Self Operated
8. SMG dba SAVOR- Baxter Arena Food Service

8.2 Exclusive Rights

UNO has entered into a sponsorship agreement with Pepsi-Cola and shall comply with such agreement conditioned upon Contractor purchasing any required Pepsi-Cola products through Contractor's vendors. The Contractor shall exclusively provide Pepsi products at all locations unless approved in writing by the UNO Vice Chancellor of Business and Finance.

9. MEAL PLANS

9.1 Resident Meal Program

Students are offered meal plan options and can use their MavCARD, cash, or debit/credit card at each of the UNO campus locations.

9.2 Commuter/Faculty/Staff Meal Program

Commuter students, faculty and staff are offered meal plan options and can use their MavCARD, cash, or debit/credit card at each of the UNO campus locations.

9.3 Meal Card System

The University utilizes the CBORD identification card system. The CBORD system is an all-campus identification card, of which dining services is one of several usages. The University is responsible for the issuance of I.D. cards.

9.4 Declining Balance Meal Plan Program

UNO currently has a prepaid declining balance program, MAVMoney, that helps to provide a safer campus environment by minimizing the need for students, staff and faculty to carry and use cash for daily expenses. Cardholders can use their MavCARD for purchases where accepted at on campus and off campus locations.

If implemented, the awarded Contractor and UNO will negotiate an administrative fee payable to UNO, that is based on the gross revenues received from the use of the declining balance program. The parties will annually review the fee and consider in good faith suggested rate adjustments.

UNO will keep the Contractor fully advised of any changes in the use of the declining balance program, which may affect Contractor's performance. Should UNO alter its declining balance program in such a way as to require significant changes in the card readers, the parties shall engage in good faith discussions and negotiations with the intent to implement any upgraded declining balance program in a reasonable manner.

10. CATERING SERVICES

The Food Service Contract provides UNO Food Services & Catering with the exclusive right to provide the University with meals, including a la carte items and non-alcoholic beverages unless requested and approved by the Chancellor. UNO Food Services & Caterings provides catering services for all open events (which require food service) located on University property.

11. CHILD CARE CENTER

The University of Nebraska at Omaha Child Care Center (UNOCCC) program has a capacity of approximately 74, including staff and children under the age of six. Currently approximately 96 meals are provided each day: Breakfast(24), lunch(38), and afternoon snack(34) are served Monday through Friday,. All of these meals comply with both Federal and State guidelines. These prices should be presented as individual meal prices and an overall daily price. These meals should follow required State and Federal food program guidelines and can also be delivered to the Center in bulk and then distributed individually to the children by Center staff. The facility is located at 6001 Dodge Street in Omaha.

12. OTHER FOOD SERVICES

12.1 Supporting Functions for Chancellor Activities

Services required by the Chancellor's Office to promote UNO and its students are provided at no cost to UNO. These activities include, but are not limited to, receptions, dining activities and supplies as requested.

12.2 Service of Alcohol

The service of alcohol anywhere on the UNO campus is subject to the UNO Alcoholic Beverages Policy found at <https://www.unomaha.edu/milo-bail-student-center/food-services-and-catering/uno-food-policies.php>. Contractor shall keep current and provide a copy of their liquor license, insurance, and proof of no violations to the Vice Chancellor of Business and Finance on an annual basis. Contractor, their subcontractors, and Contractor employees shall conform to the UNO Alcoholic Beverages Policy at all times.

12.3 Student Catering Support Fund

Catering services required for student organizations will be provided at no cost to UNO. UNO will approve all requests and uses of the fund, and notify the contractor upon each approval.

12.4 Special Pre-Season Student Meals

Services required for pre-season meals are provided at no cost to Athletics and Residence Life staff. The University desires that Contractors consider providing pre-season meals to the fullest extent allowed by the NCAA for athletic teams and to Residence Life staff.

12.5 Fountain, Retail and Concessions Operations

The University has entered into other kinds of business arrangements which support University programs. Contractor will not sell any product which is in direct conflict or violation of pre-existing agreements between these contractors and the University or successor agreements providing similar exclusive rights.

12.6 Food Sales

Upon approval of UNO, recognized University organizations are permitted to sell commercially packaged food and Pepsi beverages on campus in connection with authorized University events.

The University may supplement the dining services operation with other means of dispensing food and beverage items by manual or vending food service as determined by the University.

12.7 Non-Board Rates

The University annually negotiates daily and partial day rates for Summer Conferences, Athletic Camps, University Child Care, Athletic Recruitment and Admissions visits. The University also annually negotiates discounted visitor meal tickets for Admissions, Athletics and Residence Life.

13. FINANCIAL INCENTIVES

The overall financial consideration of Contractor: UNO desires a fair and balanced compensation agreement that supports both the Contractor and the University in meeting their respective financial objectives.

14. TECHNOLOGY CONSIDERATIONS

Contractor's proposed plan and process to coordinate its systems with UNO's current technology environment, including the following functions:

- i. StarRez: <http://www.starrez.com/>
- ii. MavCARD ID Card: <https://www.unomaha.edu/milo-bail-student-center/mavcard/index.php>
- iii. CBORD CS Gold: <http://www.cbord.com/>
- iv. Website: <http://www.unomaha.edu>

15. TRANSITION PLANNING

Contractor shall provide their implementation/transition plan with key dates and milestones including the ability to begin on the July 1, 2022 start date.

Specify implementation tasks for the Contractor and UNO; include a timeline for task completion and final implementation of UNO Food Services & Caterings operations and services.

Description of timing and anticipated interaction with current UNO Food Services & Catering management to coordinate transition, if applicable.

Discuss Contractor's willingness to purchase existing inventories of food and associated supplies from the University.

16. DINING SERVICES OFFERED

UNO desires a conceptual plan for service in Milo Bail Student Center Food Court, Maverick Den-grill station, coffee shop & convenience store, Durango's Grill, Library Café, and MavREC Café.

Contractor will provide sample menu information based on the conceptual plan for service in each location. Provide sample menus with cash-pay prices for two (2) weeks of regular meals at each proposed venue, plus at least two (2) seasonal menus for each venue.

Contractor will provide suggestions for franchisees that would serve the needs of UNO and increase foot traffic in each location.

Contractor will describe any types of accommodations or special venues that would cater to the needs of persons with chronic dietary issues (diabetes, low cholesterol and low sodium needs, etc.) and various degrees of vegetarian/vegan diets, as well as the tastes of international populations. Consideration should be given to ways to provide meals meeting dietary restrictions in a setting that maximizes inclusiveness as well as matching the quality of regular offerings.

Contractor will describe any proposed special programs, such as holiday-themed parties, premium nights, and exam week late-night snacks.

Contractor will submit price lists for representative items to be sold in the retail venues in Maverick Den. The University expects retail prices to be competitive with comparable menu items served by local commercial food operators and by higher education institutions similar to UNO in terms of faculty and student populations, setting and educational mission.

Contractor will submit a listing of the proposed hours of operation for each retail/dining operation. The University is interested in providing improved service to its commuter, working, and residential students and other schedules that accomplish this goal.

17. CONTRACT BOARD AND GENERAL DINING OFFERINGS

Contractor will propose meal plans meeting the dining needs of the residential and commuter student population. At least three full meals covering the traditional breakfast, lunch and dinner meal periods must be specified (two meals per day on weekends is acceptable). Hot food and fresh preparation options are required at all mealtimes. Grab-and-go options or boxed meal options are expected.

Contractor will detail the fixed daily rate per person for each meal plan proposed. If applicable, the fixed daily rate per person shall be accompanied by board contract expectations. Board contract expectations may be presented as a standalone matrix which would affect pricing for all meal plans proposed. Adjustments to rates based on this matrix will be considered once per year, on or before October 31st prior to the next academic year, when stated rates would be implemented. Rate adjustments will not be considered without documentation which effectively demonstrates steps Contractor has taken to assist the University in attracting and retaining board participants.

Contractors will also describe and project prices for any other optional non-contract meal plans that the Contractor thinks would fit UNO. These might include flex meal plans, declining balance options, meal equivalencies or other plans.

18. FOOD COURT, RETAIL, AND OTHER GENERAL OPERATIONS

18.1 BRANDED CONCEPTS

Operations should provide for “fast food”, short order grill, healthy, snack or light meal options throughout the day. The University anticipates offering popular venues in the “shells” of the Food Court (examples for consideration may be a chicken concept, a salad concept, a Mexican food concept, a pizza concept, and a sandwich concept). A Starbucks, Scooters, or similar coffee concept is highly desired. Such concepts shall be approved by UNO prior to operation.

Detail Contractor’s brand portfolio and Contractor’s ability to acquire local franchises in the future which may be requested by students.

18.2 FOOD INSECURITY SUPPORT

UNO desires to address food insecurity in the UNO and Omaha communities. Contractor will provide donations to on campus food pantries, student organizations to fight hunger, and other community organizations at no cost to UNO.

19. CATERING AND BANQUET OPERATION

Contractor will provide a catering plan for functions, including but not limited to, meetings, conferences, club events, receptions, banquets, and parties. The catering program should reflect the diverse needs of the University’s students, faculty, and staff in its service menu. UNO desires a three-tiered catering program, with pricing and service levels appropriate for Value-Student Organization Service, Standard Service, and Premium Service. Contractors are encouraged to be creative in demonstrating an ability to meet the diverse needs of a campus community.

Contractor will detail the process used to receive, affirm and confirm catering orders. Written quotations and, where available, access to an online ordering system to facilitate process understanding is encouraged. This process should identify a measurable way to affirm customer satisfaction.

Contractor will be responsible for billing and collection for all catering services provided, including to University organizations.

Catered functions (Standard and Premium Service levels) should be of the highest professional standards, featuring quality service and appropriate ambiance. Indicate systems that assure that events receive quality food, and optimum service in a timely manner.

Provide sample menus with pricing for:

- Light lunches and/or refreshments, delivered to conference rooms throughout the University campus.
- Faculty and distinguished guest luncheon for 60: provide detail for both a buffet and a served luncheon.
- Cocktail party for 300: provide detail for a buffet, hors d’ oeuvres, and passed hors d’oeuvres.
- Breakfast in the Chancellor’s dining room for 10.
- Informal student/faculty mixer for 200.
- Large scale, university fundraiser dinner for 500

Contractor will detail typical staffing levels per customer for seated service lunch and dinner functions, receptions and buffet service.

Contractor shall provide a sample catering menu with associated prices.

Contractor shall have the exclusive right and obligation during the contract term to provide catering services within the Milo Bail Student Center. Contractor shall make a proposal regarding exclusivity for the rest of campus. UNO may require that catering services be provided at a variety of locations on campus.

20. MARKETING SERVICES OFFERED

Discuss with specificity Contractor's plan for marketing the various venues and meal plans of Dining Services Operations, including catering. Detail any plans to assist in the recruitment and retention of board plan participants.

21. NUTRITIONAL AWARENESS AND SUPPORT

UNO encourages students to commit to lifelong maintenance of good health through good eating habits and physical activity. Propose support and awareness programs for nutritional and dietary planning. Such a program should be multi-faceted providing for direct assistance, printed materials, web-based materials and self-educational tools.

Detail where nutritional information will be posted in a designated location (i.e. serving area).

Recipe files shall be available for customer review of nutrition information.

Contractor should provide the services of a credentialed Nutritionist and explain how they will be implemented into the campus program.

22. COMPENSATION

Contractor shall provide a commission based on a percentage of total Gross Sales that would be paid to the University for revenue for all non-contract sales (sales to persons not on a meal plan). These commissions shall be proposed separately for each venue depending on where the products and services are provided.

Contractor shall provide a commission that would be paid to the University for revenue derived from catering operations.

In order to assist in offsetting the cost of the I.D. card system, its technology requirements and any other necessary updates, the Contractor agrees to pay the University ten (10) dollars per Contract Student per semester. The Census Date shall be used to determine the number of Contract Students. Payment to the University shall be made on or before the tenth (10) day of the month following the Census Date.

Contractor agrees to pay the University a 2.5 percent administrative fee on the gross revenues received from the use of Maverick Dollars, provided that the parties annually review the fee and consider in good faith suggested rate adjustments.

Describe any additional up-front offerings and continuing financial support to the University

and its associated costs to the meal program price. These will be in exchange for the right to be the exclusive dining, retail and possible catering provider on campus. Academic, marketing, development and product information must be stated in annualized real dollars.

22.1 Previous and Future Capital Improvements

Contractors shall provide options for financial support to UNO for previous and future capital improvement investments benefitting UNO Food Services & Catering.

23. FINANCIALS

Contractor shall submit an estimated pro forma statement for the fiscal year beginning July 1, 2022, through June 30, 2023, indicating the following sales and costs:

- Cash Sales
- Contract Sales
- Summer Camps & Conferences
- Catering
- Total Sales
- Total Food Cost
- Salaries and Wages and Other Payroll Costs
- Total Labor Costs
- Commissions
- Franchise Fees (if applicable)
- Cafeteria Supplies
- General Insurance
- Vehicle Costs
- Office Supplies
- Uniform and Laundry
- Bank Charges
- Administrative Expenses (with detail)
- Other Operating Costs (specify major items)
- Total Direct Expenses
- Total Cost and Expense Operating Profit

While capital investments are important to any dining program, in recent years UNO has managed many projects to renovate and improve campus facilities for dining services. With this, the Contractor should keep the financial impacts due to capital investments to a minimum. Describe any proposed capital investments to successfully transition for the spring 2023 semester. The plan must include a detailed description of the work, the dollar amount of the proposed investment (including a detailed budget) and the basis for the cost estimates. Expected funding sources should be indicated for all work.

UNO is exempt from the payment of any federal, state and local sales and use taxes. Proposal prices for goods or services to be purchased by University, if any, must not include the amount of any such tax.

In addition to the required financial reports to UNO, Contractor shall, upon reasonable requests during regular business hours, provide and allow UNO representatives access to such financial records as UNO deems relevant in order to measure and confirm Contractor's

performance of the contract awarded.

Credit, cash, refunds or billing adjustments to the University for missed meals will not be required of the Contractor for those persons regularly participating in a contract board program.

The University will adjust the contract payment due to the Contractor due to any refunds to those persons who begin participating in the program and subsequently cancel the program or withdraw from the University during the contract period so long as that withdrawal meets the University's withdrawal procedures. The University Finance Office will notify the Contractor of any such cases and resulting adjustments along with a new master list.

24. REPORTING

Contractor shall keep full and accurate records in connection with the dining services operations at the University. All such records shall be retained by the Contractor for a period of seven (7) years plus the current and may be audited by the University at any time during regular working hours.

25. PRICING AND PRICE ADJUSTMENTS

Prices submitted in the proposal document shall be the prices put into effect from July 1, 2022, through June 30, 2023.

After June 30, 2023, a request for price adjustments for the ensuing year(s) will be submitted to the University for consideration no later than May 1, 2023, for the contract board program, retail, catering operations, camps/conferences and possible Child Care operations. The University reserves the right to review and approve all proposed price increases related to UNO Food Services & Catering.

Mid-year price changes for contract board services will not be considered.

Requests for price increases by the Contractor during the annual adjustment process must be accompanied by as many of the factors listed below as are applicable:

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

25.1 Acceptable Barometer Price Index Bases

Request for increases in the per meal rates and flex meal exchange rates (if applicable) for the board plan meals will be based upon the following local, state and national barometers: the Consumer Price Index for "All Food" categories and the U.S. Department of Labor Regional Statistics. The University will also consider increases in tax rates which affect labor costs.

26. QUALITY ASSURANCE PLAN

Currently, the UNO dining program uses various methods and metrics to assess success and continuous improvement. Please describe your continuous improvement plan which would include benchmarking, assessment and collaborative work with the UNO.

Contractor shall submit a listing of the desired and expected participation/attendance percentages for each board plan offering. Measures to assure mutual accountability towards the realization of these participation/attendance percentages are encouraged. The University has a strong desire to ensure that students maximize the use of the offered meal program.

27. FOOD PROCUREMENT STANDARDS

Food purchased by the Contractor for use at the University shall meet or exceed the purchasing specifications for each item listed below. Minimum food specifications are as follows:

- Beef and Veal – USDA Choice, except for meat used in extended dishes which may be USDA Standard;
- Pork and Lamb – USDA Grade A (#1);
- Poultry – USDA Grade A;
- Seafood – USDA Grade A;
- Eggs – USDA Grade A;
- Frozen Foods – USDA Grade A Fancy;
- Fresh Produce – USDA #1 Quality;
- Canned Foods – USDA Grade “A” Fancy, except Choice may be used for cooking purposes; fruits should be packed in light syrups;
- Cheeses such as Cheddar, Swiss and Monterey Jack shall be all natural, non- processed, when served as a prime ingredient. In addition, processed cheese may be used in some cooking or as an alternative for some non-entrée foods;
- Ground Beef – USDA Standard or better, ground beef and beef patties shall be 100% all beef and fat content shall not exceed 20%;
- Veal and Pork steaks shall be solid meat portions – un-breaded and not preformed from chopped or ground meat;
- Frankfurters/Hot Dogs – maximum 8 per pound, all beef. Turkey franks may be used as an alternate to satisfy certain health and ethnic diet requirements; and,

All meat cuts shall be in accordance with U.S.D.A. Institutional Meat Packaging specifications. The indicated grades are intended as minimum standards only, and the Contractor is encouraged to exceed these minimums wherever possible. All other food specifications not included in the above categories shall be of comparable quality.

Describe initiatives for procurement and promotions of local and state products.

28. FOOD PREPARATION STANDARDS

The general policy shall be to do on premises preparation of food items, utilizing batch cooking as close to time of service as possible. Cook-to-order or progressive cooking should be the normal method of operation; staggering the preparation of food whenever possible so that nutritional value, temperature, taste, and overall quality can be maintained during serving

hours. Minimization of pre-prepared food items is desirable.

Bakery items shall be made on premises. Pre-prepared mixes and dough are permissible, but every attempt should be made to provide products that are "homemade".

Sandwich breads, hamburger and hot dog buns, bagels, English muffins and other such items may be purchased from commercial bakeries.

Vegetable shortening rather than animal shortening must be used for food prepared on site. The Contractor is strongly encouraged to purchase food prepared with vegetable shortening and oil. If this is not possible, then it must be clearly labeled as containing animal fat when the food is served.

29. HOUSEKEEPING AND SANITATION SERVICES

The University shall be responsible for:

- Periodic stripping, sealing or waxing of floors, if any;
- Shampooing carpeted areas and furniture;
- Periodic cleaning of draperies, blinds, ceilings and outside windows, air distribution devices and light fixtures, including maintenance and replacement of light bulbs; and,
- Cleaning hood ducts, plenums and related units and fans.

Contractor shall provide daily housekeeping, cleaning, preventive maintenance and sanitation service, which includes necessary commercial equipment and supplies, for all assigned food service areas.

In addition, the Contractor will maintain the Food Court throughout the service hours to include wiping down tables, cleaning spills, emptying trash, sweeping floors, and keeping the dining facilities neat, clean, and presentable. These facilities shall include, but not be limited to, production and serving areas, dining rooms, snack bars, delis, bakeries, refrigerators, freezers, receiving and storage, trash and garbage, restrooms, offices, interior hallways, and stairs used by the Contractor.

The Contractor shall develop, implement and update cleaning and sanitation schedules for all equipment and areas as assigned. Cleaning must be sufficient to provide protective maintenance against unnecessary deterioration, and provide a clean and neat appearance. Upon review and approval by the University, schedules shall be posted and implemented within 30 days of the beginning of the contract.

The Contractor shall be responsible for: Routine daily sweeping, mopping and buffing non-carpeted floors, vacuuming and spot cleaning carpets and furniture; routine weekly cleaning of the hoods, filters and pipes leading from the area; and providing, cleaning and maintaining an adequate inventory of table linens, employee uniforms, aprons, towels and other related dining service items.

When the Dining Services areas are closed for University breaks in schedule, these areas shall be left in a clean and ready-for-inspection condition. Work schedules shall provide sufficient personnel and time for heavy duty cleaning prior to a shut-down of three (3) or more days.

30. EQUIPMENT AND MAINTENANCE

The University will make available a list of existing equipment to the successful Contractor for

use in Dining Services operations.

Provide a list, with quantity, brand and model number of all equipment and other personal property Contractor proposes to bring onto the University campus. All proposals must include complete manufacturer's description literature regarding any equipment proposed.

The Contractor shall be responsible for all costs of operation of the Dining Services, except those specifically designated to be provided by the University, and shall pay all costs and expenses connected with the Contractor's use of the Facilities, including but not limited to the following:

- Raw food and food products;
- Labor, benefits, compensation and insurance;
- Supplies: cleaning agents for dishes, flatware, pots and pans; janitorial equipment and cleaning and sanitizing agents; and office supplies;
- Office expenses, computers, cash registers, telephone, postage, printing, photocopying, etc.;
- Uniforms, laundry and dry cleaning; the Contractor will furnish appropriate uniforms for the employees and shall assume all expenses for the cleaning of uniforms, table linens, napkins, aprons, etc. used in the dining service;
- All necessary vehicles for the conduct of dining services business;
- Maintain the University's inventory of flatware, glassware and china and any replacement costs;
- All franchise fees and signage associated with branded concepts; and,
- Marketing: research, signage, brochures, menu boards, advertisement, promotions, etc.

The University shall be responsible for fixed and movable equipment purchases which represent Capital improvements.

The awarded Contractor shall be responsible for minor repairs to equipment and facilities such as sharpening food slicers, sharpening knives, changing filters, etc.

The awarded Contractor shall be responsible for proper operation and routine cleanings of all equipment and services in the existing kitchen. The awarded Contractor shall be responsible for costs of damage to other building occupants caused by improper operation or inadequate supervision, including all costs for cleanup, repair and/or replacements.

31. OTHER FACILITIES SERVICES

The University shall be responsible for providing electricity, gas, water, sewer service and heating/air conditioning, where available, for the dining service operations.

University telecommunications provides monthly rates for phone connections, voicemail and long distance charges. The Contractor agrees to such rates and to approve payment for such services. Contractor is required to utilize these services.

The University will provide for the removal of trash and garbage from the designated outdoor receptacles. The Contractor shall be responsible for transporting all waste from its assigned areas to the appropriate receptacles. The Contractor shall cooperate with the University in minimizing disposal costs. Storage of refuse and recycling should be in appropriate containers

and in unobtrusive areas of the facility, not in production or dining areas.

Contractor shall be responsible for grease removal and keeping the receptacle area clean and in a presentable manner according to University standards. Standards are set based on the expectations of UNO administration and overall appearance to all University guests and visitors.

31.1 Pest Control

The University will be responsible for all costs and maintenance of insect and pest control in assigned areas for production, service and storage. The University contracts with a third party to provide this service. Contractor shall provide access to facilities as needed for insect and pest control purposes.

31.2 Recycling and Energy Conservation

Submit a description of Contractor's sustainability program including, but not limited to:

Contractor shall make a commitment to recycling that, at a minimum, matches and evolves with the University's recycling program, and actively participate in initiatives created by the University's Sustainability Committee.

Contractor shall incorporate biodegradable and recyclable products and containers into its daily dining operation to the extent feasible.

The Contractor shall recycle food, packaging and other items to the extent that there are available markets and outlets for the items.

31.3 ITS Requirements

Communication cabling for the UNO data network must be authorized by UNO Information Technology Services and must meet current UNO data cabling standards.

Any communication cabling within UNO buildings for a private or corporate network must meet current UNO data cabling standards and must be installed by a UNO Information Technology Services approved contractor.

Contractor is responsible for support and customizations of POS devices at food service locations. UNO Information Technology Services will provide network connectivity to POS devices.

Contractor is to comply with the Payment Card Industry Data Security Standard (PCI DSS); no Primary Account Number (PAN) is stored, processed or transmitted on the UNO data network.

UNO Information Technology Services staff serves as administrators of the CBORD system in support of meal plans and SVC (points). Implementation of new or additional functionality and/or applications in support of the campus food service will be coordinated with Information Technology Services.

Planning and deployment of new software applications is dependent on the availability of UNO technical staff in Information Technology Services and the availability of a UNO Information

Technology Services approved third-party software developer to write interfaces. Any costs will be paid by the successful Contractor.

UNO Information Technology Services Helpdesk is not responsible for the support of hardware and software not owned or licensed by UNO.

Contractor's staff utilizing UNO technology resources, including the UNO network and UNO email, are required to abide by all UNO policies. These policies can be viewed at <https://www.unomaha.edu/campus-policies/index.php>.

32. IMPLEMENTATION/DELIVERY TIMELINE

The successful Contractor's operation of the UNO Dining Services will fully transition no later than January 3, 2023

Currently, UNO Food Services and Catering uses various methods and metrics to assess success and continuous improvement. Contractor shall provide reporting and a continuous improvement plan which would include benchmarking, assessment and collaborative work with UNO.

Exhibit B: Bid Response

RFP#3640-22-5010 UNO Food Service Provider

OPTION 2

SODEXO - 9 YEAR OPTION			
BRAND RECOGNITION	STARBUCKS, CHICK-FIL-A, QDOBA (& SODEXO BRANDS)		
CONTRACT TERM LENGTH	9 Year Term		
	Total Projected Revenue	Variable Commissions	UNO Return
Anticipated TOTAL Gross Sales	\$ 56,050,102.51		\$ 4,130,848.82
Projected Annual Gross Sales	Projected Revenue		UNO Return
Year One Estimate	\$5,168,214.30	\$266,891.07	\$2,516,643.85
Year Two Estimate	\$5,452,466.09	\$308,107.58	\$55,903.99
Year Three Estimate	\$5,725,089.39	\$347,637.96	\$96,435.30
Year Four Estimate	\$6,011,343.86	\$389,144.86	\$138,993.17
Year Five Estimate	\$6,251,797.61	\$424,010.65	\$174,741.79
Year Six Estimate	\$6,486,240.03	\$458,004.80	\$209,596.69
Year Seven Estimate	\$6,729,474.03	\$507,042.18	\$259,527.09
Year Eight Estimate	\$6,981,829.30	\$558,775.01	\$312,186.44
Year Nine Estimate	\$7,243,647.90	\$612,447.82	\$366,820.51
Year Ten Estimate	n/a		
Year Eleven Estimate	n/a		
Year Twelve Estimate	n/a		
Year Thirteen Estimate	n/a		
Year Fourteen Estimate	n/a		
Year Fifteen Estimate	n/a		
TOTALS		\$3,872,061.94	\$458,983.20
Capital Amortization (0% interest)		interest rate	Amortization Exp
Year One Estimate	\$2,450,000.00	0.00%	-\$272,222.22
Year Two Estimate	n/a	0.00%	-\$272,222.22
Year Three Estimate	n/a	0.00%	-\$272,222.22
Year Four Estimate	n/a	0.00%	-\$272,222.22

Year Five Estimate	n/a	0.00%	-\$272,222.22
Year Six Estimate	n/a	0.00%	-\$272,222.22
Year Seven Estimate	n/a	0.00%	-\$272,222.22
Year Eight Estimate	n/a	0.00%	-\$272,222.22
Year Nine Estimate	n/a	0.00%	-\$272,222.22
Year Ten Estimate	n/a	0.00%	n/a
Year Eleven Estimate	n/a	0.00%	n/a
Year Twelve Estimate	n/a	0.00%	n/a
Year Thirteen Estimate	n/a	0.00%	n/a
Year Fourteen Estimate	n/a	0.00%	n/a
Year Fifteen Estimate	n/a	0.00%	n/a
Capital Investment	\$2,450,000.00	0%	(\$2,450,000.00)
Fixed Assets Investment	\$13,000.00		
Opening Costs	\$40,000.00		
Annual In-Kind Contributions	Annual Contribution	# of years	Total Contribution
Chancellor Catering Fund		9.00	\$0.00
Student Support Catering Fund		9.00	\$0.00
Pre-Season Student Meals		9.00	\$0.00
Food Insecurity Support		9.00	\$0.00
Sustainability Fund		9.00	\$0.00
Total In-Kind Contributions			\$ -
Annual Commission Rate Based on Total Gross Sales - All Non-contract Sales	% Per Incremental Revenue		
TIER 1	\$0-2,500,000		0.00%
TIER 2	\$2,500,001-\$4,500,000		8.50%
TIER 3	\$4,500,001-\$6,500,000		14.50%
TIER 4	\$6,500,001-\$8,500,000		20.50%
TIER 5	\$8,500,001 and higher		26.50%
TIER 6	n/a		n/a
MavCard Commission Rate	2.50%		
Year One Estimate	\$18,975.00		
Year Two Estimate	\$20,018.63		
Year Three Estimate	\$21,019.56		
Year Four Estimate	\$22,070.53		

Year Five Estimate	\$22,953.36		
Year Six Estimate	\$23,814.11		
Year Seven Estimate	\$24,707.14		
Year Eight Estimate	\$25,633.65		
Year Nine Estimate	\$26,594.91		
Year Ten Estimate	n/a		
Year Eleven Estimate	n/a		
Year Twelve Estimate	n/a		
Year Thirteen Estimate	n/a		
Year Fourteen Estimate	n/a		
Year Fifteen Estimate	n/a		
MavCard Commission Total	\$205,786.88		

Exhibit C: Transition Meeting and Expectations Sessions

Transition Meetings

Transition meetings shall be held prior to opening a new account or starting a new service on an existing account.

Objectives:

1. Convert individual University expectations into one set of prioritized institutional expectations.
2. Implement the new service in accordance with University's expectations.
3. Create a solid foundation upon which to build long lasting and mutually beneficial relationships.
4. Articulate and gain consensus of Contractor's objectives and expectations from the business relationship.

Participants:

University: University liaison(s) and at least one of the following executives: Director of Auxiliary Services, Assistant Vice Chancellor for Business and Finance

Contractor: Sales Director, District Manager responsible for the contract and (if identified) the [General Manager] ultimately responsible for Contractor's performance. Vice Presidents and other company executives should attend as determined by the Parties.

Expectations Sessions

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

Objectives:

1. Share satisfaction results, financial performance, successes and challenges from the previous year.
2. Review expectations from the previous year and establish expectations for the next year.
3. Develop a proposed plan of initiatives, strategies and innovations to ensure Contractor is aligning its service delivery with the expectations of University for the next year.

Participants:

The Parties shall mutually agree upon the participants for each expectations session.

Exhibit D: MavCARD Services Cardholder Agreement

Definitions

The terms “you” and “your” in this agreement refer to the person whose name and image appear on the University of Nebraska at Omaha MavCARD. The terms “we” and “University” refer to the University of Nebraska at Omaha. The term “card” refers to the MavCARD.

The card is designed to be a permanent identification card for students and/or faculty and staff. It is valid as long as the cardholder is registered and/or employed at the University of Nebraska at Omaha. The card is issued to faculty, staff, and students of the University of Nebraska at Omaha, under the following terms and conditions as these constitute obligations between you and the University of Nebraska at Omaha.

Use and Ownership of the Photo ID card

You are the only person authorized to use your card. The card is non-transferable and is the property of the University. It is the cardholder’s responsibility to protect and maintain the condition of his/her card. This card is for the purpose of identification and transaction of the University of Nebraska at Omaha’s business. It should be carried when on University property and presented upon request. Your card may be cancelled or revoked by the University at any time and must be returned to MavCARD Services upon request. The card must be treated with care. You may not attach items (i.e. stickers, etc.) or punch holes in the card. The replacement fee for a damaged card is \$15.00. (Effective July 1, 2018)

Privacy Statement

Personal information collected for the card, including your image, will only be used for University purposes and within established guidelines. Please also view our Photo Release Policy. Data collected on the use of the University facilities and services by an individual cardholder will be treated in the same manner. Information regarding the cardholder will not be provided to third parties unless required by law or with the written permission of the cardholder.

Lost or Stolen Cards

The cardholder is responsible for immediately reporting a lost or stolen card. Reports must be made either in person or by phone by calling 402.554.2220. The University is not responsible for the use of a lost or stolen card. Once the card is reported lost or stolen, we will deactivate your card on campus. Once a card has been replaced due to loss or theft, it cannot be reactivated should it be found at a later date. The replacement fee for lost or stolen cards is \$15.00. (Effective July 1, 2018)

Declining Balance

Money placed in your account with MavCARD Services creates a prepaid services declining balance account (called MavMONEY). You may use your card as a declining balance card where accepted on & off campus, provided funds are available in your account. Funds deposited in your account are non-transferable. Funds can be added to your account in person at MavCARD Services during regular business hours (Monday – Friday 8 A.M.to 5 P.M., except holidays; business hours are subject to change without notice).

Accepted forms of payment are cash, check, Master Card, Visa, Discover, and American Express. Funds can be added to your account at a MavMONEY Cash to Card machine on campus. If you attempt to use

your card when there are insufficient funds available, the transaction will be denied. Deposits will be posted to the cardholder's account for immediate use. There is no earned interest associated with your account. The cardholder is responsible for deposits made by credit card or check that does not clear as well as purchases made against the deposit.

Returned checks and rejected charge card transactions will be immediately removed from your account. The cardholder will be charged a \$30 fee for each returned check, which may be assessed directly against your declining balance account. The University reserves the right to place accounts on hold in the event a deposit is returned or rejected.

You are responsible for use of the card in accordance with instructions at each location where the MavCARD is accepted. Debits resulting from your failure to properly utilize the card are your responsibility as the cardholder.

Debiting your Account, Refunds, and Deactivation

The University will not debit your account other than in accordance with transactions authorized through the use of your card or as permitted under the terms of this agreement. MavCARD Services will provide account history only when requested in person by the cardholder. No periodic printed statements are issued for the account. The cardholder must report any suspected account errors within 30 days of the transaction date in question.

If your declining balance account has no activity for a period of two (2) years, you agree that the amount in the declining balance account will be forfeited to the University and shall become the property of the University.

No cash withdrawals from the card account are permitted. A cardholder who wishes to deactivate his or her account or is no longer a student or employee of the University for any reason, including withdrawal from the University, graduation, or termination of employment, may request a refund of his/her account balance, subject to an administrative fee of \$10.00. No refunds will be issued if the balance is less than \$15.00. The refunds will be processed and mailed within two weeks to your permanent address as it appears in the University's records. No refunds, other than those described in this paragraph, will be issued to cardholders.

MavCARD Services is located in the Milo Bail Student Center, 2nd Floor. The card office phone number is 402.554.2220.

Change to the Terms

The University reserves the right to amend the terms of the MavCARD and declining account balance account program by posting or displaying such amendments in MavCARD Services, on the MavCARD Services website, or by other reasonable means of notice, and you shall be bound by such amendments from the date they become effective.

Cardholder's Consent

By adding money to your account, the cardholder agrees to the terms and conditions of this Cardholder's Agreement.

Cessation of the MavCARD or Declining Balance Account Program

The University may, for any reason, decide to discontinue the MavCARD and/or the declining balance account program or transfer its administration to an entity the University deems qualified to manage the program. In such an instance, you will be given a refund of any account balance remaining on the date of discontinuation or be permitted to transfer your balance to the new administrator, if any. Any funds not claimed or transferred within two years of the cessation of the declining balance account program described in this agreement shall be forfeited to the University and shall become the property of the University.

Governing Law

This agreement shall be governed in accordance with the laws of the State of Nebraska.

Exhibit E: Exclusive Rights Agreements

Beverages Rights Licensing Agreement: Pepsi Beverages Company

Food and Snack Vending Service Agreement: Treat America Food Services

Catering Agreement: Affairs Remembered Inc. d/b/a Catering Creations (only applies to Thompson Alumni Center)


Certificate Of Completion

Envelope Id: 23893BEDC1BB42A6BBC2DD3BC48AB88A	Status: Completed
Subject: Complete with DocuSign: CONTRACT Sodexo America, LLC and UNO License to Manage and Operate Univ...	
Source Envelope:	
Document Pages: 61	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Disabled	Philip Bakken
Time Zone: (UTC-06:00) Central Time (US & Canada)	1400 R St.
	Lincoln, NE 68588
	PBAKKEN@NEBRASKA.EDU
	IP Address: 129.93.161.223


Record Tracking

Status: Original	Holder: Philip Bakken	Location: DocuSign
12/20/2022 10:21:59 AM	PBAKKEN@NEBRASKA.EDU	

Signer Events

Signer Events	Signature	Timestamp
Ted Carter tcarter@nebraska.edu President Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Drawn on Device Using IP Address: 174.198.64.3 Signed using mobile	Sent: 12/20/2022 10:25:29 AM Viewed: 12/20/2022 10:52:08 AM Signed: 12/20/2022 10:52:48 AM

Electronic Record and Signature Disclosure:
Accepted: 12/20/2022 10:52:08 AM
ID: c127ce2b-c410-4673-9b1e-bb98b76767fc

Philip Bakken pbakken@nebraska.edu Corporation Secretary University of Nebraska Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Uploaded Signature Image Using IP Address: 129.93.161.223	Sent: 12/20/2022 10:52:54 AM Viewed: 12/20/2022 11:38:10 AM Signed: 12/20/2022 11:38:30 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dannie Crozier Dannie.Crozier@sodexo.com Senior Vice President Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Pre-selected Style Using IP Address: 173.29.246.65	Sent: 12/20/2022 11:38:35 AM Viewed: 12/20/2022 12:46:08 PM Signed: 12/20/2022 1:57:34 PM
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Electronic Record and Signature Disclosure:
Accepted: 12/20/2022 12:46:08 PM
ID: b743bcd9-3652-4718-b636-cd58a4e70868

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<p>Carol Kirchner ckirchner@unomaha.edu Vice Chancellor for Business & Finance University of Nebraska at Omaha Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 12/20/2022 1:57:38 PM
<p>Doug Carlson dougcarlson@nebraska.edu AVP & Chief Procurement Officer University of Nebraska Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 12/20/2022 1:57:38 PM
<p>Karen Watterson kwatterson@unomaha.edu Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 12/20/2022 1:57:38 PM Viewed: 12/20/2022 1:58:15 PM
<p>Megan Haberman MHABERMAN@NEBRASKA.EDU University of Nebraska Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 12/20/2022 1:57:38 PM
<p>Michael Fleming michael.fleming@sodexo.com District Manager Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 12/20/2022 1:57:38 PM Viewed: 12/20/2022 1:58:27 PM
<p>Spencer Holm spencerholm@nebraska.edu Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 12/20/2022 1:57:38 PM Viewed: 1/9/2023 9:46:32 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/20/2022 10:25:29 AM
Certified Delivered	Security Checked	12/20/2022 12:46:08 PM
Signing Complete	Security Checked	12/20/2022 1:57:34 PM
Completed	Security Checked	12/20/2022 1:57:38 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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