

MASTER SERVICES AGREEMENT (MSA)- GMU-JR0904-24

Note: Other documents may be incorporated into this document, either by way of attachment or by reference, but in all cases this contract document shall take precedence over all other documents and will govern the terms and conditions of the contract.

This Master Services Agreement, hereinafter referred to as “MSA,” “Agreement,” or “Contract” entered on July 1, 2025 (“Effective Date”), by Compass Group USA, Inc., by and through its Chartwells division, hereinafter called “Contractor”, with its corporate headquarters located at 2400 Yorkmont Road, Charlotte, NC 28217, and George Mason University, hereinafter called “George Mason,” “Mason,” or “University” (“Contractor and “University” can hereinafter be referred to individually as a “Party” and collectively the “Parties”).

I. WITNESSETH that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:

II. SCOPE OF CONTRACT: The Contractor shall provide Dining Services Management for George Mason University as set forth in this Agreement.

During the term of this Contract, the Parties may issue mutually agreed upon Statements of Work (“SOW”) to modify the scope of the engagement or otherwise change the work to be performed under this Contract. All SOW’s must be on a form approved by Mason prior to the start of this Contract. Any SOW that does not conform to the pre-approved SOW form shall be void even if approved by Mason. Additionally, the SOW shall be limited to modifications to the scope of the engagement or other changes to the work to be performed under this Contract; any other terms contained in a SOW shall be void and have no effect even if approved by Mason. Other than changes to the scope of the engagement or the work to be performed under this Contract, Contractor may not change, modify, add, supersede, or remove any term from this Contract through a SOW.

III. TERM OF CONTRACT: The term of this Agreement will begin on July 1, 2025, and will end on June 30, 2035 (“Term”).

IV. CONTRACT ADMINISTRATION: Mason shall identify one of its representatives as a Contract Administrator for this Contract who will use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

V. METHOD OF PAYMENT: Contractor shall submit all catering invoices and the monthly dining services reconciliation directly to acctpay@gmu.edu and copy the Contract Administrator. The appropriate departmental approver must approve catering quotes, and invoices must list the approver, fund/org code to be charged, and follow Mason's per diem allowance. Costs associated with alcohol service, including labor, will not be billed to Mason, but will be billed to either the independent third party receiving the alcohol services. The contract administrator must approve all maintenance and repair quotes over \$ 700 in writing. Invoices will only be accepted if submitted after services are rendered or goods are received. All valid invoices will be paid thirty days after receipt of the invoice in the Accounts Payable email inbox, or will be considered past due. Invoices sent to any other location are not valid. Contractor shall enroll in Paymode-X, where all payments will be made electronically to the vendor's bank account.

VI. CONTRACT DOCUMENTS: This Master Services Agreement will include all Addendums and Attachments attached hereto, including the following:

- A. Data Security Addendum (attached);
- B. Attachment A - Program Agreement;
- C. Attachment B - Program Standards;
- D. Attachment C – Annual Operating Plan (updated by the Parties each year);
- E. Attachment D – Contractor Forecast;
- F. Attachment E – Contractor Investment and Amortization Record;
- G. Attachment F - Contractor Sanitation Responsibilities;
- H. Attachment G – Financial Responsibilities List

VII. GOVERNING RULES: This Contract is governed by the provisions of the Restructured Higher Education Financial and

Administrative Operations Act, Chapter 10 (§ 23.1-1000 et seq.) of Title 23.1 of the Code of Virginia, and the “*Governing Rules*” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.

VIII. CONTRACT PARTICIPATION: It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The University may request the Contractor provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed.

IX. STANDARD TERMS AND CONDITIONS:

A. **APPLICABLE LAW AND CHOICE OF FORUM:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.

B. **ANTI-DISCRIMINATION:** By entering into this Contract, Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §§ 9&10 of the *Governing Rules*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

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

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment. Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

This right to audit shall also apply to Subcontractors engaged by Contractor in fulfilling the Contract. Contractor shall make available to Mason or its agents all such records and documents for audit at Contractor's company premises during regular and reasonable working hours within ten (10) business days of a written request for availability and, upon Mason's written request, provide Mason with copies of such records and documents. Contractor shall cause its appropriate employees and agents to cooperate with Mason in connection with such inspections or audits.

Upon request of Mason, not more than once each contract year, and subject to the terms of this section, contractor will provide Mason with information regarding the aggregate amount of discounts, allowances and rebates ("Discounts") that Contractor received from suppliers in connection with purchases of food and supplies for its account at Mason in the preceding year.

Contractor further agrees to disclose within thirty (30) days of receipt any independent auditors' reports indicating findings that affect George Mason.

In the event Mason requests an independent audit of Contractor's books and records pursuant to this Contract, all audit expenses shall be borne by George Mason. However, should such audit reveal a deficiency in the payments paid by Contractor of greater than one percent (1%) of the payments thereof, then Contractor shall bear the cost of the audit with respect to the period in which such underpayment occurred and shall cure the deficiency by paying the deficiency and Mason's audit expenses to Mason within 15 business days.

- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf of such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in University Policy Number 2221 – Background Investigations, the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. TERMINATION OF CONTRACT: Both Parties will have the right to terminate this Contract, in part or in whole, without penalty, for any reason, upon a mutually agreed upon time frame. Absent mutual agreement, either party may terminate the contract with 150 days advance written notice to the other Party, provided that the effective date of termination will not take place until the end of the day on the June 30th following the end of the 150 days' notice period. For the avoidance of doubt, the termination notice must be provided on or before February 2nd in order for the Agreement to be terminated on the June 30th of that same Fiscal Year. Upon the effective date of termination, both Parties shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. Any contract termination notice shall not relieve the Contractor of the obligation to deliver and/or perform its services to Mason prior to the effective date of termination.
- J. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of

the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

1. The Contractor must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.
 4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules*.
- K. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- L. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- M. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the Term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- N. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- O. CONTINUITY OF SERVICES:
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon Contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall be permitted to help resolve disputes related to the transition of the Contract from the Contractor to its successor.

2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services prior to the expiration of the Term and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- P. **DEBARMENT STATUS:** As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- Q. **DEFAULT:** In the case of failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- R. **DRUG-FREE WORKPLACE:** Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- S. **ENTIRE CONTRACT:** This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- T. **EXPORT CONTROL: Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must: notify Mason (by sending an email to export@gmu.edu), and receive written authorization for shipment from Mason's Director of Export Controls.
- The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.
- Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.
- U. **FOODBORNE ILLNESS:** In the event of a foodborne illness outbreak on a George Mason campus, the Parties will investigate the cause of such outbreak. If an independent third party, hired at contractor's expense, or local health department determines that the foodborne illness outbreak was a result of Contractor's negligence or fault, Contractor will assume all liability for any actual damages incurred by Mason.
- V. **HEALTH DEPARTMENT SHUTDOWN:** In the event of a health department shutdown that has been caused by Contractor's failure to fulfill its obligations under this Contract, including, but not limited Contractor's negligence or fault causing a foodborne illness on a George Mason campus, then in addition to its other obligations under this Contract, Contractor shall develop a response plan within 12 hours in consultation with George Mason and any other appropriate health experts and governmental authorities, which will include Contractor's engagement of its Quality Assurance Team and a third-party public relations firm at Contractor's cost.
- W. **FORCE MAJEURE:** Both Parties are excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of the Party, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident,

any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. The parties agree that, to the extent practicable, they shall work to mitigate any such event to provide uninterrupted service.

- X. FUTURE GOODS AND SERVICES: Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the Term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- Y. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract, Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Z. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature furnished by the Contractor, except to the extent such claims, damages, or actions are attributable to the sole negligence of Mason. Contractor understands and acknowledges that Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor.
- AA. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other employment related taxes or amounts of any kind relating to the Contractor's employees. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- BB. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information, please visit <http://ati.gmu.edu>, under Policies and Procedures.

- CC. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire Term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
 - 1. Commercial General Liability Insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
 - 2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
 - 3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than one million dollars (\$1,000,000) per occurrence; and

4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance;
5. Liquor Liability: Contractor will be required to provide Liquor Liability Insurance coverage in an amount equivalent to two million dollars (\$2,000,000) each common cause and six million dollars (\$6,000,000) aggregate.

DD. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

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

Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created by Mason in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

EE. LABOR RELATIONS: Contractor agrees to take immediate and reasonable steps to maintain its provision of service under this Contract, without additional cost to Mason, in the event of any labor action involving its employees and/or subcontractor employees.

FF. MATERIAL CHANGES TO CONTRACT:

1. The Parties agree that the following circumstances constitute a Material Change to the Contract ("Material Change Event"):
 - a. A negative variance of more than 10% in Contractor's Net Financial Return in comparison to Contractor's original Forecast (as reflected in Attachment D).
 - b. In the event of a Mason Initiated Material Change that results in a positive variance in Contractor's Net Financial Return of greater than 10% in comparison to Contractor's Forecast, Mason reserves the right to renegotiate the financial terms of this Agreement so that each Parties' financial return remains fair and equitable.
2. A Material Change Event shall trigger the following process.
 - a. A Party may give notice to the other Party of a Material Change Event. The Parties will meet to identify mutually agreeable operational or service modifications to the Dining Services program to mitigate the adverse financial impact ("Remediation") within 10 days of receipt of notice of Material Change.
 - b. If the Parties do not agree on Remediation, Contractor may request a renegotiation of the financial terms of the Program Agreement ("Financial Renegotiation").
 - c. If the Parties do not agree on Financial Renegotiation within 20 days of notice of Material Change, either party may terminate the Contract in its entirety upon not less than one hundred and fifty (150) days written notice, and Contractor further agrees that its termination date under this provision shall be limited to the close of business on the last service day of an academic term, except as otherwise mutually agreed by the Parties.

GG. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification), marital status or disability.

HH. NON-EXCLUSIVITY: During the Term of this Contract, Mason shall not hire any other day-to-day food service provider to operate Mason's dining service program. For the sake of clarity, this limitation does not apply to retail leases with contractors that provide food service, food trucks, pop-up vendors, student sponsored events or catering.

- II. NON-CONTRACTOR PERSONNEL: Contractor agrees that its employees and subcontractors (if approved in writing) shall not bring guests, friends, relatives or children to any Mason building during working hours. This restriction is in place to ensure safety, security, and efficiency at the job site. Contractor shall be responsible for ensuring that its employees and subcontractors are aware of and comply with this requirement.
- JJ. LIENS: Contractor shall at all times keep the property of Mason free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, or labor performed, or materials or equipment furnished) to Contractor pursuant to the terms of this Contract. If any such lien shall at any time be filed against any such property, and Contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) days after being notified of the filing of such lien, Mason may, but shall not be obligated to, discharge the same and all costs and expenses (including attorney's fees) incurred by Mason in discharging the lien shall be paid by Contractor directly to Mason within thirty (30) days.
- KK. PAYMENT TO SUBCONTRACTORS: Contractor shall take the following actions upon receiving payment from George Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from George Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify George Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for non-payment. The Contractor shall collect the appropriate Tax Identification Number (Either SSN# or EIN#) based on the entity type of the subcontractor. The Contractor shall pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from George Mason for work performed by the subcontractor under that contract, except for amounts withheld as allowed by prior notification. Unless otherwise provided under the terms of this Contract, interest shall accrue to subcontractors at the rate of one percent per month. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of George Mason. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
- LL. PARKING: The Contractor and its employees shall adhere to the regulations of the university's Parking Services Office. Valid Contractor permits must be displayed by all Contractor owned and/or employee-owned vehicles while parking on campus. Purchase of parking permits, payment of parking fines or towing fees are the responsibility of the Contractor/vehicle owner. Contact Parking Services at 703-993-2710 for permit information.
- MM. PAYROLL RECORDS: Contractor agrees to maintain electronic payroll records for all personnel, including subcontractors, performing work under this Contract.
- NN. PERSONNEL: All personnel performing work under this Contract, shall be an employee of the Contractor or Subcontractor. "1099 employees" or independent contractors shall not be used. The minimum wage paid to any personnel performing work under this Contract shall be, at least, the greater of \$15.25 per hour or the amount required under Virginia or Federal law. Contractors shall provide all equipment and supplies to their employees that are required for them to perform their duties at no additional expense to the employee.
- OO. PERMITS AND LICENSES: Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this Contract, and shall post or display in a prominent place such permits and/or notices as are required by law.
- PP. PRESENCE ON GEORGE MASON CAMPUS: Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon the premises shall obey the rules and regulations that are established by Mason and shall comply with the reasonable directions of the institution's officers.

Contractor shall be responsible for the acts of its employees and agents acting within the scope of their employment while on the Premises. Accordingly, Contractor agrees to take necessary measures to prevent injury and loss to persons or property located on the Premises. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of its agents or employees. Contractor shall promptly repair, to its pre-existing condition (or otherwise, to the satisfaction of Mason), any damage that it, or its employees or agents, may cause to the Premises or equipment; on Contractor's failure to do so, Mason may repair such damage and have the option to deduct the cost thereof from amounts otherwise payable to Contractor, or Contractor shall reimburse Mason within ten (10) days of request by Mason for the cost of repair.

Contractor shall perform the Services without unreasonably interfering in any way with the activities of Mason faculty, students, staff, or visitors.

- QQ. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.
- RR. TERMINATION FOR BREACH OF CONTRACT: If either Party breaches a material term of this Contract, in addition to any other rights or remedies, the non-breaching Party may terminate this Contract after providing the breaching Party thirty days to cure the breach to the non-breaching Party's satisfaction. If the breach is cured, the termination notice will be null and void. If the breach is not cured within the 30-day period, the non-breaching Party may terminate the Contract immediately thereafter. Notwithstanding the foregoing, if the breaching Party (i) fails to cure the breach within the thirty (30) day period, or (ii) commits the same or a similar material breach two (2) times within any rolling twelve (12)-month period, the non-breaching Party may terminate this Contract immediately upon written notice, without further opportunity to cure. In the event of termination due to breach, the parties agree to cooperate in good faith to affect an orderly wind-down and transition of dining service operations.
- SS. [RESERVED]
- TT. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.
- UU. RENOVATION AND CONSTRUCTION: Contractor agrees to abide by Mason's guidelines for renovation, construction and equipment installation, as may be modified, amended or replaced by Mason from time to time, prior to the start of any Contractor renovation, construction or equipment installation, the Parties shall meet to review and ensure compliance with Mason's most current guidelines. No renovation or construction shall commence without explicit written approval of Mason.
- VV. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.
- If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond and will cooperate with Mason's reasonable requests in connection with its response.
- WW. RESPONSIBILITY FOR PROPERTY AND ASSETS: Mason shall bear no responsibility for the loss, theft, mysterious disappearance of, or damage to, regardless of the cause, merchandise, equipment, inventory, tools, materials, supplies, and all other personal property of Contractor or its employees, subcontractors, or materialmen. Contractor shall take reasonable precautions to protect its property and assets left on the Premises.
- XX. SECURITY: No security staff may be employed by Contractor without the prior written consent of Mason.
- YY. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- ZZ. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- AAA. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process

University Data.

The following additional requirements shall pertain to all Contractor's Subcontractor contracts: Subcontractor(s) must have proper license(s) and registrations as necessary to perform this Contract in the Commonwealth of Virginia. Contractor is required to assume full responsibility and liability for all project work and services performed by its Subcontractor(s).

Subcontractor insurance requirements must comply with this Contract except as otherwise agreed by Mason in writing.

In all other respects, all contracts between Contractor and its Subcontractors must comply with this Contract. No conflicting terms and/or conditions will be allowed. Contractor is required to ensure that Subcontractor(s) adhere(s) to all provisions and conditions of the Contract.

Contractor will review with Mason any business plans for subcontracting prior to finalization of any Subcontractor contract or conducting of business. Mason reserves the right to approve any Subcontractor business plan. Mason will not be a party to the terms of any contract between Contractor and any Subcontractor but is an intended third-party beneficiary to the contract between Contractor and any Subcontractor.

In no case shall a Contractor subcontract survive the termination of this Contract. Contractor shall furnish Mason with copies of all executed subcontracts.

- BBB. SURRENDER OF PREMISES AND EQUIPMENT: Upon termination or expiration of this Contract, Contractor shall vacate all parts of the Mason Premises it occupies, remove its owned furniture, fixtures, equipment and supplies, and restore the building to a clean and well-repaired state, reasonable wear and tear excepted. Failure to do so may result in the condition being remedied by Mason at Contractor's expense.
- CCC. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- DDD. TAXES: Each Party shall collect and remit sales taxes, if applicable, on all meals and services for which each respectively collects revenue from customers. The Parties understand and agree that, to the extent such sales are exempt from sales tax under applicable law, the intent is there will be no sales or use tax charged on food and beverage sales to students. However, there may be sales and/or use tax charged on food and beverage sales to non-students. In the case of meal plan sales to non-students, Contractor shall gross up and include the amount of sales and use tax in the price for such plans and shall be responsible for the remittance of any such sales and use taxes.

Any change in sales tax rate is the responsibility of the Party collecting taxable revenue.

Contractor shall pay when due all applicable taxes or assessments, comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority, and be responsible for all city, state or federal income or other applicable taxes including any tax burdens or benefits arising from its operations hereunder. This provision shall survive termination of this Contract.

Mason assumes no responsibility of interpretation or application of various tax laws such as, but not limited to, the collection of retail sales tax.

Bond Compliance and Good Faith Restructuring

The Parties acknowledge and agree that this Agreement is being entered into with the understanding that it is intended to comply with all applicable federal tax law requirements, including but not limited to the Internal Revenue Service Management Contract Guidelines as set forth in Revenue Procedure 2017-13 (as modified and supplemented from time to time). The Parties further acknowledge that final determination of such compliance may not be available at the time of execution. This Agreement shall be modified by the parties if (i) nationally recognized bond counsel determines that such modification is necessary to avoid jeopardizing the tax-exempt status of any State or local government debt obligations benefitting Mason (any such debt constituting "Tax-Exempt Debt", or (ii) such modification is necessary in connection with the execution and delivery of any agreement between the governmental issuer of Tax-Exempt Debt (or Mason) and the Internal Revenue Services, which agreement is being entered into to preserve the tax-exempt status of said governmental debt. Any modifications shall be limited to those necessary to preserve bond compliance, and both Parties shall cooperate to ensure continuity of services and avoid disruption to the operations contemplated herein. Such modifications shall not be used by either Party as an opportunity to renegotiate or alter other terms or conditions of the Agreement.

- EEE. UNIFORMS: Company uniforms, or smocks, must be worn at all times by all employees while on Mason property that will identify the Contractor's employee by name or the employee must have a company ID, preferably on a nametag, that indicates their name and company name. The uniformed employees must present a neat appearance. Uniform shall bear the Mason Dining logo. If required by Mason, each Contractor's employee shall have picture identification on their person while performing services.
- FFF. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:
1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
 2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
 3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
 4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
 5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
 6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing

regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.

G.G.G. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum, attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this Contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.
3. Mason reserves the right in its sole discretion to perform audits of Contractor, at Mason's expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

H.H.H. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

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

I.I.I. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason's review and approval.

J.J.J. USE OF MASON FACILITIES: Contractor and its employees or agents shall have the right to use only those Mason facilities that are necessary to perform services under this Contract and shall have no right of access to any other Mason facilities except to the extent such facilities are otherwise open to the public.

Contractor shall neither use nor allow its personnel to use any part of Mason Premises or property for any purpose other than the performance of the Services under this Contract.

Mason may make reasonable regulations for use and occupancy of the Premises and shall give Contractor written notice thereof. Mason's authorized representatives shall have access to the Premises at all times.

KKK. UTILITY SERVICES: Mason shall make electricity, HVAC, potable water, sewer drain, and natural gas available for Contractor's use in appropriate areas. Mason shall maintain utility services and make every reasonable effort to avoid their disruption. In the event any utility service must be interrupted for repair or modification, Mason shall provide Contractor as much advance notice as possible. In the event of any such interruption or any disruption of utility services, Mason shall take reasonable steps to restore them promptly but shall not be responsible for any loss or delay sustained by Contractor resulting from such interruptions regardless of the cause or time period involved, but shall remain responsible for utility disruptions resulting from the negligence of Mason.

LLL. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

**COMPASS GROUP USA, INC., BY AND THROUGH
ITS CHARTWELLS DIVISION**

GEORGE MASON UNIVERSITY

Eva Wojtalewski
Signature

Dan Stephens
Signature

Name: Eva Wojtalewski

Name: Dan Stephens

Title: Chief Executive Officer

Title: Interim Senior Vice President / CFO

Date: 6/23/2025

Date: 6/23/2025

Data Security Addendum

This Addendum supplements the above-referenced Contract between the University and Compass Group USA, Inc., by and through its Chartwells division (“Selected Firm/Vendor”) dated July 1, 2025 (the “Contract”). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under the Contract or a Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of University’s Protected Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

This Addendum sets forth the terms and conditions pursuant to which Protected Data will be safeguarded by the Selected Firm/Vendor during the Term of the Parties’ Contract and after its termination.

1. Definitions

Terms used herein shall have the same definition as stated in the Contract. Additionally, the following definitions shall apply to this Addendum.

- a. **“Personally Identifiable Information (“PII”)”** means any information that can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver’s license numbers, state or federal identification numbers, non-directory information and any other information protected by state or federal privacy laws.
- b. **“University Data”** includes all University owned Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
- c. **“Protected Data”** means data identified by University to Selected Firm/Vendor as Protected Data and may include, but is not limited to: (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University’s financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to the University; and (8) confidential student or employee information. ‘Protected Data’ includes both Highly Sensitive and Restricted categories of data as defined in the University Policy 1114 Data Stewardship.
- d. **“Securely Destroy”** means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- e. **“Security Breach”** means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- f. **“Services”** means any goods or services acquired by the University from the Selected Firm/Vendor.

2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Protected Data will be encrypted in transmission (including via web interface) and stored at AES-128 encryption or greater. Additionally, Selected Firm/Vendor warrants that all Protected Data shall be Securely Destroyed, when destruction is requested by the University.
- b. If Selected Firm/Vendor’s use of Protected Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys’ fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

- a. In addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access Protected Data: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

4. Insurance

- a. In addition to the insurance requirements outlined in the Contract, Selected Firm/Vendor agrees to maintain Cyber Liability Insurance in an amount not less than \$2,000,000 per incident, for the entire term of the Contract. The Commonwealth of Virginia and the University shall be named as an additional insured.

5. Security Breach

- a. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach of Protected Data that was caused by, related to, or resulting from the Selected Firm/Vendor's failure to comply with the terms of this Addendum, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

6. Audits

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: i) security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor's security policies, procedures and controls; ii) vulnerability scan, performed by industry-standard and up-to-date scanning technology, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract.
- b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.
- c. Selected Firm/Vendor must provide the University with its current industry standard independent third-party certification/attestation such as Service Organization Control (SOC) 2 Type II audit report, ISO27001/2 or equivalent, and provide a list of all subservice provider(s) relevant to the contract. The University shall have sole discretion to determine whether the audit report/certification/attestation provided is sufficient to satisfy the requirements of this paragraph. It is further agreed that such industry standard audit report/certificate/attestation, will be made available free of cost to the University, will be provided upon issuance by the auditor on an annual-basis. The report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for these reports, addressing issues raised in the report including if issues have been cited with the subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report. Selected Firm/Vendor agrees to be held legally accountable for the accuracy of any self-attestations provided by the Selected Firm/Vendor towards fulfilling the requirements within this addendum.

ATTACHMENT A

Program Agreement

1) OVERVIEW

The purpose of this Program Agreement is to provide descriptions of the specific services Contractor is required to provide under the Agreement along with associated financial terms. This Program Agreement is to be considered a part of the Master Services Agreement entered into by the Parties and shall be interpreted in accordance with the purposes of the said Agreement. The Program consists of operations and services in accordance with the terms of the Contract and this Program Agreement.

- a) Financial definitions:
 - i) Accounting Period: One (1) calendar month within a fiscal year.
 - ii) Buyback: George Mason reimbursement of the unamortized portion of any unrestricted funds and/or program investments made on behalf of the Program, measured at the time of termination or expiration of the Agreement.
 - iii) Client Statement: Report provided by Contractor to George Mason depicting Revenue less Allowable Operating Expenses for the Program.
 - iv) Commissions: Fixed, guaranteed or percentage amounts paid to George Mason by Contractor.
 - v) Financial Models:
 - 1) Profit and Loss (P&L): A financial arrangement whereby Contractor collects Sales, pays Allowable Operating Expenses, retains Surpluses (if any) and funds Losses (if any).
 - vi) In-Kind Contribution: A contribution of goods, services or time that is valued based on Contractor's published retail value for such goods, services or time.
 - vii) Loss: Operating Expenses that exceed Sales.
 - viii) Overhead Expenses: Unallowable costs, charges and expenses that are neither reimbursable by George Mason nor can be applied by Contractor to offset Sales for purposes of calculating Losses and Surpluses. Contractor Overhead Expenses may not be charged to the Program financial statement provided to George Mason, regardless of the Financial Model, except with George Mason's written consent.
 - ix) Override: A defined portion of each mandatory and voluntary meal plan sold that is retained by George Mason University in order to assist with administrative and operating expenses of the dining program.
 - x) Purchase Discounts: Discounts, allowances, rebates and purchase incentives that Contractor receives from its vendors in connection with purchases of food, beverages and supplies for its account at George Mason.
 - xi) Sales: Revenue collected from George Mason and customers in exchange for provision of goods and services, net of Sales Tax.
 - xii) Fiscal Year ("FY"): George Mason's fiscal year, currently July 1 – June 30.

- b) Meal Plan definitions:
 - i) Dining Dollars: Also known as declining balance, a sum of money included in a Meal Plan, or purchased independent of a meal plan, and held in an individual account for the customer's use on a per purchase basis at various Dining Services Program locations.
 - ii) Meal Plan: An unlimited access or pre-set number of meals that is purchased in advance for an academic term for use primarily in Resident Dining locations. A meal plan may also include Dining Dollars and Meal Exchange privileges.
 - iii) Meal Plans types include:
 - 1) University Mandatory Meal Plans: Meal plans sold by George Mason to residents that are required to purchase a Meal Plan.
 - 2) University Resident Assistant Meal Plans: Meals plans sold by George Mason at a discounted price to Resident Assistants.
 - 3) Voluntary Meal Plans: Meal plans sold by George Mason to residents and non-residents where purchase is not required.
 - 4) Faculty/Staff BYTE Plans: Meal plan options sold exclusively to George Mason faculty and staff members.
 - iv) Meal Swipe: The right to receive a meal in exchange for a one meal reduction of the number of available meals included in a meal plan.

- v) Meal Exchange: Use of a Meal Swipe to make a food/beverage purchase at a Retail Dining location. Typically, only certain meals at a Retail Dining location are designated as Meal Exchange eligible.
- c) Dining Services/Program: The Program consists of operations and services in accordance with the terms of the Contract and this Program Agreement
- d) Operating Plan: Included as **Attachment C - Operating Plan**, a plan documenting important information and decisions taken about management of the Program for the next fiscal year.
- e) Program Premises/Facilities: Serving, dining, kitchen, dishwashing, storage and support spaces associated with the Dining Services Program.
- f) Program Standards: Included as **Attachment B - Program Standards**, requirements and processes Contractor is required to adhere to in managing the Program.
- g) Service Lines
 - i) Alcohol Service: Provision of alcohol at Retail Dining locations and/or in conjunction with Catering Services or Concessions Services, in accordance with George Mason policies and only upon George Mason authorization.
 - ii) Catering Services: Provision of food and beverage for meetings, gatherings and social events.
 - iii) Child Development Center Meal Service: Provision of food to the Child Development Center on Fairfax campus, for Breakfast Snack, Lunch Snack and Lunch meals, Monday through Friday for all days the University is open.
 - iv) Conference Dining: Provision of food and beverage to participants in conference and camp programs hosted on campus; may occur year-round or over the summer only.
 - v) Faculty/Staff Dining: Provision of food, beverage and sometimes other hospitality services at Faculty/Staff dining rooms and/or clubs.
 - vi) Residential Dining: Services and service locations primarily for resident student use although also welcoming non-resident customers, faculty, and staff. Most often, service is “all you care to eat” and payment is by Meal Swipe, or a set cash price paid upon entry (“Door Price”).
 - vii) Retail Dining: Services and service locations that sell food and beverage on an a la carte basis. Examples include cafes, coffee shops, snack bars, quick service locations, food trucks, food carts/kiosks and convenience stores/markets.
 - viii) Vending Services: Provision of fresh and/or ready to serve pre-packed food in (automated) vending machines that does not conflict with George Mason’s snack and beverage vending contracts.
- h) Smallwares: Items used in the production and serving of food and beverages such as chinaware, glassware, flatware, service ware, pots, pans and kitchen utensils.
- i) Contractor Forecast: Included as **Attachment D - Contractor Forecast**, Contractor’s financial projections over the life of the MSA and Program Agreement term as forecasted at the time of MSA commencement.

2) OPERATING PLAN

- a) Prior to the start of each Fiscal Year, Contractor and George Mason shall work collaboratively to develop an Operating Plan in accordance with the provisions of **Attachment B - Program Standards**. The agreed Operating Plan will be documented in **Attachment C – Annual Operating Plan**.

3) ASSIGNED PREMISES AND FF&E

- a) Upon commencement of the Contract, George Mason shall assign the following for Contractor’s use in fulfilling its obligations under the Program Agreement:
 - i) George Mason owned facilities, furniture, fixtures and equipment (“FF&E”)
 - ii) George Mason owned offices and designated office furniture for use by Contractor’s staff
- b) George Mason shall retain ownership of its assigned Premises and FF&E.

4) LOCATIONS AND SERVICES

a) Contractor is granted the right to provide and manage George Mason's Dining Services Program on the George Mason campus (the "Premises") (excluding FUSE and Van Metre Hall catering pantries) and the right to sell to students, employees, guests and other persons at such George Mason Premises food and beverage products and other such articles as shall be approved by George Mason. Contractor shall provide comprehensive and high-quality programs and services for the following service lines, in accordance with **Attachment B - Program Standards**:

i) Residential Dining

- 1) Ike's Dining Hall
- 2) The Globe
- 3) The Spot
- 4) Southside Dining Hall
- 5) SMSC Dining Hall (Front Royal)

ii) Retail Dining

1) Self-Performed and Branded Retail Dining

- Blaze Pizza
- Steak 'n Shake
- Express
- FLIP Kitchen
- Starbucks at Johnson Center
- Subway
- Einstein Bros. Bagels
- Patriot Snack Stop #1 & #2
- The Eaterie
- Chick-fil-A
- Crave
- Dunkin'
- Starbucks at Northern Neck
- Mason Square Café
- One Stop
- Shake Smart
- Randall's Cafe

2) Management and operation of George Mason's Retail Dining Self-Performed Commercial Brands and management of Sub-Contractor Brands

- a) All dining self-performed commercial brands and sub-contractor brands are listed below in Table 5 (a) and 6 (a)

iii) Faculty/Staff Dining at Southside Dining Hall

iv) Specific meals provided for Child Development Center as outlined in this Agreement

v) Summer Conference Dining

vi) Catering Services

- 1) Campus-wide except as noted in c) ii)

vii) Alcohol Service, as follows:

- 1) Catering Services
- 2) Future service locations as may be mutually agreed by George Mason and Contractor

viii) Fresh Vending Services

b) Specific locations, services and service hours shall be as outlined in **Attachment C – Annual Operating Plan**, which will be updated as locations or services are added, removed or modified by George Mason in consultation with Contractor.

c) Service exclusions include:

i) Retail Dining Spaces to Include:

- 1) Manhattan Pizza
- 2) Panda Express
- 3) Panera Bread

- 4) Chipotle
- ii) Catering Services
 - 1) Contractor will be designated as a **preferred but not exclusive** caterer for all event types.
 - 2) Contractor is prohibited from using George Mason Premises to support Catering Services off any of the George Mason campuses, except as specifically authorized by the Contract Administrator, in writing.
 - 3) George Mason and/or Student Group sponsored Farmer’s Markets, bake sales and other food-related fundraising activities
- iii) Beverage and snack vending services

5) SELF-PERFORMED COMMERCIAL BRAND CONCEPTS

d) Contractor shall manage and operate the following commercially recognized Retail Dining brands (“Self-Performed Commercial Brands”). Specific locations, services and service hours shall be as outlined in **Attachment C – Annual Operating Plan**, which will be updated as locations or services are added, removed or modified by George Mason in consultation with Contractor.

a) :

Brand	Location	Planned Implementation Year
Blaze Pizza	Johnson Center	NA
The Halal Guys	Johnson Center	NA
Steak and Shake	Johnson Center	NA
Flip Kitchen	Johnson Center	NA
Starbucks	Northern Neck Johnson Center	NA
Subway	Rogers Hall	NA
Einstein Bros. Bagels	Merten Hall	NA
Dunkin’	Tidewater	NA
Shake Smart	Fenwick Library	NA
Chick-Fil-A	Student Union Building 1	NA

6) SUBCONTRACTOR/LOCALLY OPERATED COMMERCIAL BRANDS

a) Contractor shall manage the following Commercial Brands operated by Contractor’s Subcontractors (“Subcontractor Commercial Brands”). Specific locations, services and service hours shall be as outlined in **Attachment C – Annual Operating Plan**, which will be updated as locations or services are added, removed or modified by George Mason in consultation with Contractor.

Brand	Location	Planned Implementation Year
Akeno Sushi	Johnson Center	NA
NuVegan/Sweet Vegan	Johnson Center	NA
The Difference Baker	Nguyen Engineering Building	NA
Mason Mensch – Kosher	Student Union Building 1 – The Eaterie	NA

7) ALCOHOL SERVICE AND LICENSING

a) Contractor shall obtain and keep in force all licenses and permits required for provision of alcoholic beverages in the Program. George Mason agrees that Contractor will have the exclusive right to serve alcoholic beverages in locations for

which Contractor holds or manages an alcohol permit or license, unless a George Mason-approved caterer performs an event or service in which they submit and utilize their own liquor license for such event.

- b) Contractor shall be solely responsible to:
 - i) Ensure full compliance with governmental rules and regulations associated with the maintenance of alcohol permits and licenses related to George Mason Dining as defined above in 7 a).
 - ii) Train its employees in safe service of alcohol and obtaining required governmental certifications.
- c) Contractor shall provide alcohol services in strict accordance with George Mason alcohol policies and applicable state, and other laws regarding alcohol service, which may be changed or updated from time to time.

8) POURING RIGHTS AND SPONSORSHIP AGREEMENTS

- a) Contractor agrees to adhere to the provisions of George Mason’s current Pouring Rights Agreement with Coca Cola (“Coke”). Contractor may purchase products through its own pricing agreement with Coca Cola, exclusive of purchases pertaining to beverage vending, of which those purchases are made through George Mason.

9) DELIVERY SERVICE

- a) Contractor agrees to provide delivery service from certain Retail Dining locations using relationship with existing proprietary technology/app Starship.
- b) Contractor agrees to provide meals available for delivery (in form of a ‘buddy system’) to resident meal plan holders who are ill for the cost of a Meal Swipe.

10) MEAL PLANS

- a) Contractor shall be responsible for marketing of all George Mason Meal Plans, Voluntary Meal Plans, and Faculty/Staff BYTE Plan to resident students and the George Mason community.
- b) George Mason shall take payment for and administer all George Mason Meal Plans, Voluntary Meal Plans, and Faculty/Staff BYTE Plans to include dispensing and management of cards and mobile credentials and collection of funds including if financial aid is used.
- c) George Mason retains the right to develop Voluntary Meal Plan and Faculty/Staff BYTE Plans options and set pricing.

11) TECHNOLOGY

- a) Responsibilities for provision of technology shall be as follows:

Technology Type	Provider
Back of house management information systems	Contractor
Digital menu screens	Mason
Digital menu software	Contractor
Meal plan management system	Mason
Informational apps	Mason
Point of sale hardware & software	Mason
Security systems	Mason
Self-order/pay hardware & software	Mason
Streaming services	Contractor
Contractor office computers, software and equipment	Contractor
Credit Card Terminals	Contractor
Starship Robot Delivery and Starship Order Kiosks	Contractor

12) STEWARDSHIP RESPONSIBILITIES

- a) Smallwares
 - i) George Mason will make available all existing smallwares equipment for Contractor's use in operating the Program. Smallwares equipment consists of dishware, glassware, cutlery, utensils, pots, pans, display equipment, and other similar loose items necessary for normal operations.
 - ii) Upon execution of at the Agreement, Contractor will contribute any additional smallwares equipment necessary for the proper operation of the Program ("Contractor's Contributed Smallwares"). Contractor's capital cost for Contractor's Contributed Smallwares will be reimbursed by George Mason only as specifically agreed in the Program Agreement. Any purchase of Contractor's Contributed Smallwares needs to be approved by George Mason in advance.
 - iii) Ownership of all smallwares equipment, including Contractor's Contributed Smallwares, will reside with George Mason.
 - iv) Upon execution of the applicable Program Agreement, Contractor will assist the Contract Administrator in documenting an inventory of George Mason's existing smallwares. The inventory will be updated to include Contractor's Contributed Smallwares, which together with George Mason's existing smallwares will comprise the smallwares inventory par stock ("Smallwares Par Stock"). Thereafter, Contractor will provide ongoing replacement of the Smallwares Par Stock with identical items except where otherwise specifically authorized by the Contract Administrator ("Smallwares Replacement"). Contractor's Smallwares Replacement will be fully expensed as a cost of operations in the year of purchase, with annual replacement cost to be covered by the Smallwares Replacement Fund. At termination or expiration of the Contract, Contractor will return the Smallwares Par Stock to George Mason plus all additional smallwares items then associated with the operation of the Program.
- b) Sanitation
 - i) Contractor shall maintain Dining Services Program facilities and equipment in excellent and sanitary condition always, in accordance with the division of responsibilities and requirements documented in **Attachment F – Contractor Sanitation Responsibilities**. George Mason reserves the right to modify sanitation responsibilities from time to time as needs evolve and will work collaboratively with Contractor to align requested changes with Contractor's operating budget.
- c) Equipment Repair and Replacement
 - i) Contractor shall maintain all equipment associated with the Dining Services Program in full working order.
 - ii) As part of its Transition Services, Contractor will develop and implement a food service equipment preventive maintenance plan, including budget, subject to the Contract Administrator's approval ("Preventive Maintenance Plan"). For subsequent years of the applicable Program Agreement term, the Preventive Maintenance Plan will be updated annually and become part of the Annual Operating Plan. Contractor will ensure full execution of the Preventive Maintenance Plan. The costs of the Preventative Maintenance Plan will be paid for utilizing the FULSE Fund Contributions. For preventive maintenance services that Contractor's employees are not qualified to provide, Contractor will contract with a third-party equipment maintenance company approved by the Contract Administrator.
 - iii) Contractor will manage repairs to George Mason-owned Food Service Equipment and Existing and future owned Program Equipment. Repairs will be made in accordance with the following procedure:
 - 1) Once Contractor determines that a repair is required, Contractor will purchase the necessary parts to make the repair.
 - 2) A repair cost in excess of \$700 will require advance approval by the Contract Administrator.
 - 3) Contractor will use **their own qualified maintenance** and repair personnel for all maintenance of and repairs to George Mason-owned equipment. The repair and maintenance supervisory personnel are employees of the Contractor. Contractor will contract with certified external repair and maintenance companies, if a repair cannot be performed by Contractor personnel.
 - 4) In all cases, Contractor will ensure that repairs are completed satisfactorily.
 - 5) All equipment repairs performed on George Mason-owned equipment will be at the cost of George Mason (it being understood that George Mason may use the Fulse Fund Contributions from Contractor)
 - iv) Contractor will participate with the Contract Administrator in joint physical inventories of George Mason-owned FF&E associated with the Program to maintain a record of the equipment in use and identify equipment that is

nearing the end of useful life. An initial inventory will be taken as part of Contractor's Transition Services, and thereafter, inventories will be taken from time-to-time during the Agreement term, including one at termination of the Agreement. Upon termination or expiration of the Agreement, Contractor will leave all George Mason-owned equipment associated with the Program in the same condition it was received, subject to reasonable wear and tear and loss or destruction due to fire or other casualty. If Contractor cannot produce a piece of equipment that is documented in George Mason's equipment inventory, Contractor will replace such equipment with equipment of equal specification at Contractor's cost with no reimbursement.

- v) Contractor will recommend additions to or replacement of George Mason-owned Food Service Equipment on an as needed basis. Such requests will be subject to George Mason approval. As requested, Contractor will assist George Mason in the selection and procurement of approved equipment purchases
- vi) George Mason reserves the right to modify equipment maintenance responsibilities from time to time as needs evolve and will work collaboratively with Contractor to align requested changes with Contractor's operating budget.
- vii) Contractor may not remove any University owned or George Mason-owned property from the Premises without prior written permission from the Contract Administrator.

d) **Building Maintenance and Repair**

George Mason will be responsible for and manage repair and maintenance of Program Premises and infrastructure (plumbing, electrical, HVAC, lighting, finishes, vents to outside, gas line etc.).

13) **KPI's and PERFORMANCE MANAGEMENT**

- a) Contractor's Performance shall be monitored and measured through key performance indicators (KPI) scorecards documented each year in the **Attachment C – Annual Operating Plan**.
- b) The rhythm of business for performance management shall be as follows:
 - i) The Contract Administrator will measure Contractor performance on a semester basis (the "Performance Period") through use of a performance scorecard that utilizes key performance indicator ("KPI") metrics and benchmark measurements. The KPIs shall be the basis from which Contractor's risk payments will be calculated. The KPIs will be based on SMART Goals with weighted scoring based on objective categories. George Mason may add to or modify KPIs, benchmark measurements and weightings on a semester basis as mutually agreed.
 - ii) Should a KPI score fall below the agreed minimum threshold, Contractor shall make a risk payment to George Mason. Agreed risk payments are documented in the Financial Terms section below.

14) **FINANCIAL TERMS**

- a) **Financial Model**
 - i) The Financial Model for each Service Line shall be Profit and Loss.
 - ii) Financial Models may be modified by mutual agreement of the Parties in writing.
- b) **Start-up Costs**
 - i) Contractor shall fund \$1,500,000 of pre-opening expenses on behalf of the Program ("Start-up Costs"). Start-up Costs include, but are not limited to travel, meals, lodging, opening promotions and advertising, accounting, operating manuals and systems, hiring, relocation, salaries and fringe benefits, crew training, and other expenses related to preparing for and commencing services. The Start-up Cost budget is outlined below.

Operational Start Up & Transition Cost		
Description	\$ Amount	Tangible Y/N
Hourly Labor including T&B	\$185,000	N
Salary Labor including T&B	\$347,000	N
Airfare, Hotels, Meals, Rentals, Mileage, etc.	\$206,000	N
Training / ServSafe	\$43,000	Y
CaterTrax Setup	\$10,500	Y
POS Setup Costs - Travel, Software	\$40,000	Y
HR Charges /Orientation/ Transitional	\$10,500	N
Equipment cleaning	\$30,000	Y
Recruitment Costs	\$57,500	N
Permits -local Health Dept	\$20,000	Y
Uniforms - Residential /Brand /name badges	\$52,000	Y
Uniforms - Catering	\$13,500	Y
Office Equipment -Safes ,printers ,copiers	\$75,000	Y
Loan of Box trucks-Rentals	\$10,000	N
Technology	\$50,000	Y
Computers /Laptop/ mobiles	\$45,000	N
Orientation	\$25,000	N
Chemicals/dishwashers set up	\$25,000	Y
Initial Marketing /signage	\$25,000	Y
Smallwares	\$150,000	Y
My Opportunity/Background Checks	\$25,000	N
Office Equipment	\$10,000	Y
Communication	\$5,000	N
Uniforms	\$20,000	Y
Linen	\$20,000	Y
Total:	\$1,500,000	

- ii) Start-up Costs will be an Allowable Operating Expense.
 - iii) Contractor will amortize the Start-Up Costs on a straight-line depreciation basis, on its own books, as set forth in **Attachment E - Contractor Investment and Amortization Record**. Mason will hold title to all tangible items purchased with the Start-Up Costs. If this Agreement is terminated without cause by Mason or by Contractor for breach of contract, prior to the full amortization of the Start-Up Costs, Mason is liable for and promises to pay to Contractor the unamortized portion of the Start-Up Costs, measured as of the date of termination or expiration, immediately upon expiration or termination of the Agreement. For the avoidance of doubt, if the Agreement is terminated for any other reason, then Mason will not owe any portion of the Start-Up Costs to Contractor.
- c) Unrestricted Funds - Sign-on Bonus/Grant
- i) Contractor shall pay George Mason a Sign-on Bonus/Grant of \$1,000,000 no later than 30 days after execution of this Agreement (the "Sign-on Bonus/Grant"). The Sign-on Bonus/Grant will be one lump sum payment to George Mason.
 - ii) The Sign-On Bonus/Grant will be an Allowable Operating Expense.
 - iii) Contractor will amortize the Sign-on Bonus/Grant on a straight-line basis at zero percent (0%) interest as set forth in Attachment E – Contractor Investment and Amortization Record. Contractor and George Mason agree that at the conclusion of the initial ten-year Contract term, the unamortized value of the Sign-on Bonus/Grant shall be zero except as otherwise authorized by George Mason in writing.
 - iv) If this Agreement expires or is terminated for any reason prior to the full amortization of the Sign-on Bonus/Grant, Mason is liable for and promises to pay to Contractor the unamortized portion of the Sign-on Bonus/Grant, measured as of the date of termination or expiration, immediately upon expiration or termination of the Agreement.

d) Capitalized Investments

Program Investment

Over the term of the Program Agreement, Contractor shall provide \$19,065,167 for Dining Services Program facilities development, refresh, smallwares, and new technology (“Program Investment”). The anticipated schedule for Program Investment is set forth in **Attachment E - Contractor Investment and Amortization Record**, it being understood that the nature, timing and value of the individual Investments may be modified by mutual agreement of Contractor and George Mason. Program Investment will be an Allowable Operating Expense. Contractor will amortize Program Investments on a straight-line basis at zero percent (0%) interest from according to the **Attachment E – Contractor Investment and Amortization Record**. Contractor and George Mason agree that at the conclusion of the initial Program Agreement ten-year term, the unamortized value of the Program Investments shall be zero except as otherwise authorized by George Mason in writing. George Mason shall hold title to all items purchased with the Program Investment beginning at the time of Investment expenditure. If the Agreement expires or is terminated for any reason prior to the full amortization of the Program Investment, George Mason is liable for and agrees to pay Contractor the unamortized portion, at zero percent (0%) interest, no later than 30 days after expiration or termination of the Agreement.

Technology Investment

Contractor will provide an additional capital investment to Mason to be utilized specifically to purchase and use new technology for Mason’s dining service program in an amount not to exceed \$797,685 (the “Technology Investment”). Contractor will amortize the Technology Investment on a straight-line depreciation basis according to the **Attachment E – Contractor Investment and Amortization Record**. Mason will retain title to all items purchased with the Technology Investment. If this Agreement expires or is terminated for any reason prior to the full amortization of the Technology Investment, Mason is liable for and promises to pay to Contractor the unamortized portion of the Technology Investment, measured as of the date of termination or expiration, no later than 30 days after expiration or termination of the Agreement.

Buyout Investment

Contractor will provide an additional capital investment to Mason to be utilized specifically for Mason to pay the outgoing foodservice provider the buyout of their previously amortized capital, in an amount not to exceed \$810,000 (the “Buyout Investment”). Contractor will amortize the Buyout Investment on a straight-line depreciation basis according to the **Attachment E – Contractor Investment and Amortization Record**. Mason will retain title to all items purchased with the Buyout Investment. If this Agreement expires or is terminated for any reason prior to the full amortization of the Buyout Investment, Mason is liable for and promises to pay to Contractor the unamortized portion of the Buyout Investment, measured as of the date of termination or expiration, no later than 30 days after expiration or termination of the Agreement.

e) Amortization Record

- i) An amortization record of Contractor’s Start-up Costs, the Sign-on/Grant Bonus and Program Investments shall be maintained in **Attachment E – Contractor Investment and Amortization Record**, which is to be updated as expenditures are made and/or amortization terms are modified and must include:
 - 1) Expenditure type and purpose
 - 2) Expenditure date
 - 3) Amortization schedule

f) Contractor-owned Assets

- i) The following assets will be procured at Contractor sole expense, with ownership to be retained by the Contractor and not subject to George Mason buyback.
 - 1) Vehicles (owned or capitalized lease)

- 2) Capitalized franchise and/or license acquisition costs for Contractor’s corporate, regional, and/or national branded concepts.
 - 3) Office furniture, equipment, computers and software required for Contractor’s internal administrative and business operations where not otherwise provided by George Mason for Contractor use.
- ii) A list of Contractor-owned Assets shall be maintained in **Attachment E - Contractor Investment and Amortization Record**. The Contractor-owned Asset list shall always be kept current.

g) In-Kind Contributions and Donations

- i) Contractor agrees to make In-kind Contributions and/or donations on an annual basis and throughout the term of the Program Agreement as identified below. In-kind Contributions will cease upon either Parties’ notice of termination of the Agreement.

Description	Fiscal Year	Month of Payment	Value
Cash Donation Towards Annual Golf Outing	Every Year	May	\$4,000/ year
Cash Donation Towards Food Costs	Every Year	October	\$300,000/year
Cash Donation to Sustainability Efforts	Every Year	October	\$15,000/year
Cash Donation Towards Mason Greenhouse	Every Year	October	\$4,000/ year
Cash Donation Towards Food Insecurity on Campus	Every Year	October	\$10,000/ year
Contribution to Mason of Percentage of True Burger Sales	Every Year	Monthly	2.0% of Net Sales from retail sales at True Burger
Free Catering Services (any unused amounts do not roll over from year to year), for Mason to utilize at its discretion.	Every Year	N/A	\$25,000 / year (retail value)
Contribution from Thompson Hospitality Restaurants	Every Year	TBD	\$100,000 in retail value (specific form of contribution to be mutually agreed upon by the Parties)
3,000 Free Meal Swipes to be used at any Dining Hall, distributed by Mason at its discretion	Every Year	Meal Swipes available by August 1st	3,000 meal swipes/ year. Each meal swipe value will be valued at the then current food cost per meal rate (as determined by the Annual Operating Plan)

- ii) In-kind Contributions will be an Allowable Operating Expense.
- iii) In-kind Contributions will be expensed in the Fiscal Year they are funded.
- iv) In-kind Contributions will cease upon either Parties’ notice of termination of the Agreement.

h) Student Internships

Contractor agrees to provide Student Internships on an annual basis and throughout the term of the Agreement as identified below.

Description	Fiscal Year	Value
Six Paid Internships at the discretion of Contractor	Every Year	Varies

Five Paid Internships to be provided by Contractor's partner, Thompson Hospitality	Every Year	Varies
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- i) The above Internships may be modified by mutual agreement of the Parties.
- ii) Student Internships will be an Allowable Operating Expense
- iii) Student Internships will be expensed in the Fiscal Year they are funded.
- iv) Funding of new Student Internships will cease upon either Parties' notice of termination of the Program Agreement.

i) Innovation Fund

- i) Commencing Fiscal Year 2026-2027, and continuing thereafter each Fiscal Year, Contractor shall contribute a monthly amount to an Innovation Fund for ongoing innovation within the Dining Services Program (the "Innovation Fund"). Innovation Fund contributions shall be in the amount of \$250,000 annually, with the Innovation Fund balance to be held by Contractor. All expenditures from the Innovation Fund shall be mutually agreed on by the Parties.
- ii) The unused Innovation Fund balance will roll over from month to month. Contractor will perform an annual reconciliation of the Innovation Fund balance within thirty (30) days of the end of each Fiscal Year and any accrued and unused Innovation Fund balances shall be carried forward to be used in any subsequent year during the Agreement term.
- iii) The Parties agree that there will be annual check points throughout the Agreement during the annual meeting to develop the Annual Operating Plan to ensure the Innovation Fund is being utilized and spent on Dining Services Program innovation. Upon mutual agreement of the Parties, unused Innovation Fund balances and contributions may be reallocated to other Dining Services Program needs.
- iv) George Mason shall hold title to Innovation Fund-purchased improvements. In the event of expiration or termination of the Agreement, within thirty (30) days of said expiration or termination, Contractor shall pay George Mason the accrued and unspent Innovation Fund balance, if any.

j) Purchase Discounts

- i) Contractor acknowledges that it negotiates and receives certain discounts, allowances, bonuses and rebates ("Purchase Discounts") for items purchased on behalf of George Mason's Program, through negotiated purchasing agreements with group purchasing organizations which may or may not be an affiliated company under common ownership with Contractor ("Affiliate Company"), as well as a large number of national and regional vendors. Whenever Contractor purchases from or through an Affiliate Company, the cost will, on average, be comparable to pricing that can be obtained in the 3rd party marketplace for comparable products. Contractor shall provide high level of transparency of all Purchase Discounts to George Mason.

k) Meal Plans

- i) Meal plan types, pricing and associated Dining Dollars, and/or Meal Exchange allowances shall be as documented in **Attachment C – Annual Operating Plan**.
- ii) Resident Dining Board Days shall be as outlined in **Attachment C – Annual Operating Plan**.
- iii) For the 2025-2026 Fiscal Year, Mason will pay to Contractor the following rates for the following Meal Plans ("Meal Plan Rates"):

Meal Plans and Rates for 2025-2026 Academic Year							
Meal Plan	Annual Price		Semester Base	Dining Dollar (Minimum)	Override	Minimum Semester Purchase	Contractor Semester Transfer
Independence Dining Plan (Include Minimum \$100 Dining Dollars/Semester)							
Independence	\$ 6,050		\$ 2,800	\$ 100	\$ 125	\$ 3,025	\$ 2,800
Independence - Extended	\$ 6,330		\$ 2,940	\$ 100	\$ 125	\$ 3,165	\$ 2,940
Independence - Ultimate	\$ 7,280		\$ 3,415	\$ 100	\$ 125	\$ 3,640	\$ 3,415
Liberty Dining Plan (Include Dining Dollars)							
Liberty Weekly 9	\$ 6,050		\$ 1,515	\$ 1,385	\$ 125	\$ 3,025	\$ 1,515
Liberty Weekly 14	\$ 6,050		\$ 2,290	\$ 610	\$ 125	\$ 3,025	\$ 2,290
Patriot Meal Plans (Include Minimum \$100 Dining Dollars/Semester)							
Patriot Meals 25	\$ 790		\$ 295	\$ 100		\$ 395	
Patriot Meals 55	\$ 1,310		\$ 555	\$ 100		\$ 655	
Patriot Meals 85	\$ 1,820		\$ 810	\$ 100		\$ 910	
Dining Dollar Declining Balance Plans							
Dining Dollars 350	\$ 700					\$ 350	
Dining Dollars 500	\$ 1,000					\$ 500	
Dining Dollars 750	\$ 1,500					\$ 750	
Dining Dollars 1000	\$ 2,000					\$ 1,000	
Dining Dollars 1500	\$ 3,000					\$ 1,500	
Dining Dollars 2000	\$ 4,000					\$ 2,000	
Smithsonian Mason School of Conservation Plan (No Dining Dollars)							
SMSC	\$ 6,230		\$ 2,990		\$ 125	\$ 3,115	\$ 2,990

Meal Plan Rates for future Fiscal Years will be memorialized each year in the Annual Operating Plan.

- iv) Timing of Payment of Meal Plan Sales to Contractor. George Mason will pay 60% of the anticipated Meal Plan Sales (less the Dining Dollars portion) for each Semester to Contractor by the first date of classes for each semester, and the remaining 40% within eight weeks of the start of classes for each semester.
- v) Contractor shall pay George Mason a **commission** for all Mandatory, Voluntary, and Faculty/Staff BYTE Meal Plans, and Dining Dollars plans to be used in conjunction with Resident Dining and Retail Exchange meal service according to the commission structure established below. The charge shall be calculated based on the total meal plan revenue during an Accounting Period, as provided by George Mason. The Meal Plan commission structure for FY 25-26 shall be as follows. Meal Plan commission structure for subsequent years shall be as documented in **Attachment C –Annual Operating Plan**.

Source of Net Sales	Percentage Paid to Mason as Commissions
Meal Plans (excluding declining balance dollars and any amounts retained by Mason)	14%

- vi) Contractor will invoice George Mason for reimbursement of Dining Dollars on a weekly basis based on redemption, and Contractor will pay the commission on the Dining Dollars back to Mason a monthly basis.
- vii) George Mason shall retain all unused Dining Dollars from University Mandatory, Voluntary and Resident Assistant Meal Plans.
- l) Tender Acceptance
 - i) Contractor shall accept the following forms of payment tender in operating the Program:
 - 1) Cash
 - 2) Credit Card
 - 3) Debit Card
 - 4) Dining Dollars associated with all University Meal Plans and Voluntary Meal Plans
 - 5) Mason Money
 - 6) George Mason PCard

- 7) George Mason purchase order (for catering only)
- 8) Others where mutually agreed in writing by George Mason and Contractor.

ii) Contractor shall honor all terms of use, including purchase discounts, if any.

m) Commissions

i) Contractor shall pay George Mason annual Sales Commission payments as follows, based on incremental Net Sales, in which increased commission rates apply to incremental Net Sales in excess of the thresholds reflected in the table below:

Source of Net Sales	Percentage Paid to Mason as Commissions
Self-Performed Retail Dining	<u>Tiered</u> <ul style="list-style-type: none"> • 18% on Net Sales from \$0 to \$12,000,000 • 20% on Net Sales from \$12,000,001 to \$14,000,000 • 22% on Net Sales over \$14,000,000
Subcontracted Retail Dining (only the portion of sales retained by Contractor)	
Faculty/Staff Dining	
Summer Conference and Camp Dining	
Campus-wide Catering Services	
Starship Delivery Transactions	
Fresh Vending Services	
Alcohol Service	

- ii) “Net Sales” shall mean all payments and forms of tender received for sales or services rendered at or from the Program and Premises, excluding: (1) receipts from sales of meals to employees of Contractor; (2) any gratuities and/or service charges made, collected and turned over to employees; (3) the proceeds of the sale of any fixtures or equipment; (4) proceeds from the sale or liquidation of any inventory which is not sold at retail; and (5) sales, gross receipts and other taxes collected by Contractor or any other vendor as required by governmental authorities. Net Sales of Subcontractors include only the portion of subcontracted Net Sales retained by Contractor and shall not include the portion of subcontracted Net Sales paid to or retained by the Subcontractor.
- iii) Contractor guarantees the following annual minimum commission payments to George Mason (“Guaranteed Minimum Commission”).

Fiscal Year	Guaranteed Minimum Commission
2025-2026	\$4,407,886
2026-2027	\$4,694,096
2027-2028	\$4,929,454
2028-2029	\$5,126,992
2029-2030	\$5,347,081
2030-2031	\$5,563,776
2031-2032	\$5,793,891
2032-2033	\$6,033,718
2033-2034	\$6,283,743
2034-2035	\$6,544,478

Total	\$54,725,114
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- iv) Guaranteed Minimum Commission is based on all of the commission types received by George Mason, including commissions on meal plan sales.
- v) Monthly Commission payments to George Mason shall be due within 15 business days of the close of each Accounting Period, based on total monthly Net Sales. Contractor will provide a reconciliation of commissions within forty-five (45) days of the end of the Fiscal Year and if the paid total commission is less than the Guaranteed Minimum Commission with respect to the Fiscal Year, Contractor will remit the difference between the Guaranteed Minimum Commission and the Paid Actual commissions.
- vi) If this Agreement expires or terminates at any time other than at the end of a Fiscal Year, then the Minimum Guarantee Commissions owed to Mason for that year will be prorated based on the monthly allocation schedule below. Upon termination or expiration, if the amount of actual commissions received by Mason up to that point is less than what would be due under the prorated Minimum Guarantee Commissions amount per the table below, then Contractor will pay to Mason the difference. Conversely, if the actual commissions received by Mason up to that point is more than what would be due under the prorated Minimum Guarantee Commissions amount per the table below, then Mason will pay to Contractor the difference.

Month of Termination	Percentage Allocation by month of the Minimum Commissions Guarantee	Prorated Percentage of Minimum Commissions Guarantee for that Academic Year
July	2%	2%
August	8%	10%
September	12%	22%
October	12%	34%
November	9%	43%
December	8%	51%
January	7%	58%
February	10%	68%
March	9%	77%
April	11%	88%
May	9%	97%
June	3%	100%

- n) Facilities Related Costs
 - i) For all dining Program Premises, George Mason shall pay all utilities costs.
 - ii) Contractor is expected to maintain a clear and comprehensive protocol for managing its energy use.
- o) Waste Removal Services
 - i) For Program Premises that are not directly invoiced, George Mason will pay for trash/recycling pick-up from loading docks. Contractor is responsible for all costs associated with the compost program.
- p) Building and Infrastructure Maintenance and Repair
 - i) George Mason will pay the cost of maintenance and repair of Program Premises and infrastructure (plumbing, electrical, HVAC, lighting, finishes, vents to outside, gas line etc.) except where repair is required resulting from acts, omissions or negligence of Contractor or its employees, in which case Contractor shall pay the repair cost.
- q) Annual Facility, Utility, Large and Small Equipment Fund
 - i) Contractor agrees to pay the following annual contributions to Mason’s Facility, Utility, Large and Small Equipment fund for Mason owned Program equipment (“FULSE Fund Contributions”). Disbursement of Contributions will be

the responsibility of Mason except where such repair or replacement is required resulting from acts, omissions or negligence of Contractor or its employees, in which case Contractor shall pay the repair or replacement cost in addition to its FULSE Fund Contributions.

FY25-26	\$1,000,000
FY26-27	\$1,035,000
FY27-28	\$1,071,225
FY28-29	\$1,108,718
FY29-30	\$1,147,523
FY30-31	\$1,187,686
FY31-32	\$1,229,255
FY32-33	\$1,272,279
FY33-34	\$1,316,809
FY34-35	\$1,362,897
Total	\$11,731,393

- ii) Payment shall be made monthly in installments of 1/12th of the annualized amount, payable on the 20th day of each month.
- iii) Unused funds will roll over from year to year. Upon Agreement expiration or termination, unused funds will be retained by George Mason.
- iv) Equipment repair and maintenance invoices submitted by Contractor to George Mason for reimbursement from the Facility, Utility, Large and Small Equipment Fund shall be at invoice cost without markup and upon presentation of the original invoice.

r) Annual Smallwares Fund

- i) Contractor agrees to pay the following annual contributions to George Mason’s Smallwares Fund for George Mason to fund smallwares replacement and new purchases. Disbursement of Contributions will be the responsibility of George Mason.

FY25-26	\$250,000
FY26-27	\$258,750
FY27-28	\$267,806
FY28-29	\$277,179
FY29-30	\$286,881
FY30-31	\$296,922
FY31-32	\$307,314
FY32-33	\$318,070
FY33-34	\$329,202
FY34-35	\$340,724
Total	\$2,932,848

- ii) Payment shall be made monthly in installments of 1/12th of the annualized amount, payable on the 20th day of each month.
- iii) Unused funds will roll over from year to year. Upon Agreement expiration or termination, unused funds will be retained by George Mason.

s) Working Capital

- i) Contractor shall provide the necessary working capital for the successful operation of the Program Agreement except as otherwise noted in this section.

- t) Risk Payments
 - i) Pursuant to the Performance Management provisions in this **Program Agreement**, Contractor and George Mason shall establish Key Performance Indicators (KPI) expectations and measurements to be documented in a performance scorecard and included in **Attachment C – Annual Operating Plan**. The Year 1 KPIs and scorecard shall be established within sixty (60) days of commencement of the Agreement.
 - ii) Contractor may be required to pay George Mason a risk payment based on the outcomes of performance scorecards up to 1.0% of Net Sales each Fiscal Year.
 - iii) Risk payments shall be paid or applied as a credit to Contractor's invoice in the month following receipt of the final scorecard.

- u) Rate Adjustments
 - i) All rates charged to Mason by Contractor shall be established and documented annually for the coming Fiscal Year, in **Attachment C – Annual Operating Plan**. Contractor's requests for rate increases must be predicated on increases to the cost of doing business and shall require substantiation in the form of labor projections, wage levels and other labor costs including but not limited to benefits and insurance costs, food costs based on Contractor's on-invoice price, related operating costs and changing program needs. Acceptance of rate increases shall be at the sole option of George Mason (as approved by Mason's Board of Visitors). Contractor shall not alter rates once approved by George Mason without obtaining further written approval from George Mason and must be able to justify that proposed rate increases are the result of legitimately escalating costs of doing business.
 - ii) In no case shall Contractor apply for a year over year percentage rate increase that exceeds the increase in the U.S. Bureau of Labor Statistics Consumer Price Index ("CPI") Food Away from Home- Mid-Atlantic Region, Unadjusted, for the 12-month period ending in December of each academic year. Increase cannot be more than the 12-month average percentage.
 - iii) Contractor shall provide requested board rate increase percentage by January 15th each year for the following Fiscal Year. Contractor shall provide its annual rate increase requests by May 31st for catering and retail venues for approval by George Mason for the following Fiscal Year. Rate increases will go into effect July 1st for meal plan rates, and August 1st for catering rates.
 - iv) Notwithstanding the provisions of paragraph (i) of this section, in the event George Mason does not approve Contractor's requested rate increase, George Mason and Contractor will work together to identify and quantify operational changes to offset the differential; for example, changes to service hours, modifications to service offerings or consolidation of service locations. If such operational changes are not agreed to or are inadequate to offset the differential, George Mason and Contractor will agree on financial changes to offset any remaining difference.
 - v) Notwithstanding anything to the contrary, the Parties acknowledge and agree that in the event pricing for national brands increases, George Mason will approve a price increase in accordance with the national brands price increase schedule, it being understood that such price adjustment may occur during the academic year. Price increases are to be requested in advance and in writing by the Contractor.

- v) Reporting
 - i) Contractor shall provide George Mason with monthly and year-to-date profit and loss statements and operating statistics by service location and in aggregate. Monthly reports shall be submitted no later than the 15th business day following the close of each month. The format for sales and expense reporting on profit and loss statements will be mutually agreed and as required by George Mason.

- w) Invoicing
 - i) No later than fifteen (15) calendar days after the end of each Accounting Period, Contractor shall submit to George Mason an invoice for amounts due or owed for the previous Accounting Period. Payment will be due within thirty (30) days of receipt of an accurate invoice.
 - ii) Contractor payment of George Mason invoices shall be due within thirty (30) days of receipt of an accurate invoice.

- x) Banking and Tax Remittance
 - i) Contractor shall operate on its own credit, deposit all cash and cash equivalent receipts in its own bank account, and collect and remit all sales taxes to governmental authorities.

ii) For clarity:

- 1) S = Contractor Paid: The Contractor is responsible for purchase and payment of vendor invoices.
- 2) U = George Mason Paid: George Mason is responsible for purchase and payment of vendor invoices.
- 3) UP-SR = University Purchased/Contractor Reimbursed: Contractor will reimburse George Mason for the purchase according to the agreed to financial terms and upon receipt of an accurate invoice.
- 4) SP-UR = Contractor Purchased/University Reimbursed: George Mason will reimburse Contractor for the purchase according to the agreed to financial terms and upon receipt of an accurate invoice.

y) Expense Obligations of both Parties are memorialized in Attachment G, attached hereto.

z) Contractor Expenses

- i) Unless outlined herein, or otherwise specifically authorized by George Mason in writing, Contractor shall incur all expenses in providing the services to Mason, under this Agreement, including all overhead related expenses, without reimbursement from Mason.

ATTACHMENT B

Program Standards

Contractor has entered into a Contract with George Mason University (“University”) to provide a Food Service Program (“Program”) as documented by Contractor’s Program Agreement for Provision of George Mason University Dining Services, This Attachment to the MSA supplements the terms and conditions in the Master Service Agreement and Program Agreement and defines the standards Contractor must adhere to in providing the Program.

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1. Operational Excellence

In operating the Program, Contractor will be vigilant in leveraging emerging culinary and service trends, technology and equipment innovation, and ongoing sustainability and DEI initiatives, along with health and wellness research related to the food service industry. As a result, and with input from George Mason University, Contractor will continually initiate innovative ideas for evolution and improvement of the Program to maximize customer engagement and satisfaction, participation rates, and revenue

Contractor will deliver standards of operation, management, quality, and support services commensurate with food service industry best practices and as agreed to with George Mason University, including the following:

- (a) Contractor will provide maximum satisfaction to George Mason University students, employees and guests through quality performance, efficient and effective operations, wholesome and appetizing foods and beverages, and attractive presentation and merchandising.
- (b) Contractor will ensure that all food served is free of trans fats and will demonstrate year-over-year continuous improvement toward elimination of antibiotics and growth additives in foods served.
- (c) Contractor will develop and maintain a highly qualified, superior management team to fulfill the obligations of excellent and nutritious food service operations for the site.
- (d) Contractor will ensure safe handling and preparation of all food and beverage products through the implementation of Safe Food Handling training for employees and comprehensive, HACCP-based, food safety programs.
- (e) Contractor will actively market the Program to George Mason University and the surrounding community.
- (f) Contractor will provide ongoing quality corporate programs such as employee training, energy conservation, diversity awareness, and specialized consulting such as specialty cuisines and special diet menus.
- (g) Contractor will provide a high level of technical and service training to employees and enforce with its employees all George Mason University policies related to personal conduct to the extent that such policies do not conflict with Contractor’s own policies.
- (h) Contractor and George Mason University together will establish and maintain a proactive plan that aligns with George Mason University’s sustainability goals and objectives.
- (i) Contractor will maintain a financially responsible and fiscally sound Program with excellent accountability and financial reporting.
- (j) Contractor will comply with and adhere to all George Mason University’s Safety and Environmental policies, including Contractor’s plans related to Injury and Illness Prevention.
- (k) Contractor will maintain excellent and proactive communication with the Contract Administrator.
- (l) Contractor will provide all services and functions necessary for the successful operation of the Program that are not specifically retained by George Mason University as outlined in the Program Agreement and herein.

CUSTOMER EXPERIENCE

Contractor is expected to take a thoughtful and comprehensive approach to creating and maintaining an excellent customer experience that:

- Demonstrates care for, and appreciation of, customers;
- Engages in ways that are consistent with customer preferences;
- Builds relationships through human interaction;
- Rewards customer loyalty;
- Offers a warm welcome and a smile always;
- Empowers employees to address requests and concerns, as well as make customers happy without having to call a manager;
- Trains and encourages employees to take ownership of providing excellence across the entire experience by exceeding customer expectations for service, food presentation, food quality, and sanitation.

Contractor shall provide readily accessible customer feedback mechanisms and tools. Contractor shall respond to comments and/or complaints within 24 hours in a positive, courteous and concerned manner and shall take action to ensure that causes of legitimate complaints are corrected. Upon request, the Contract Administrator shall receive copies of all complaints along with Contractor's resolution and related email correspondence.

2. Contractor Operational Responsibilities

TRANSITION PLANNING

Contractor will be required to develop and implement a detailed, proactive transition plan ("Incoming Transition Plan") in the event of transition associated with a new or modified Program Agreement. The Incoming Transition Plan must be provided to George Mason University immediately upon execution of an applicable Program Agreement.

- (m) Upon notice of Program Agreement termination, Contractor will partner with George Mason University to develop an exit plan ("Outgoing Transition Plan"), to include the following:
 - Roles and responsibilities during wind-down;
 - Relevant documentation and training assistance to facilitate knowledge transfer to the successor Contractor;
 - Plan to migrate all non-confidential, non-proprietary data stored on Contractor's IT infrastructure (if any) to the new infrastructure;
 - Cross-training for a reasonable time period to enable the successor to take on the services; and
 - Assistance to George Mason University with ongoing support for any third-party tools used by Contractor in its performance of the Program.
- (n) All Transition Plans will be subject to initial and ongoing review and approval by the Contract Administrator who will retain the authority to make alterations to the plan.
- (o) Incoming and Outgoing Transition Plans must include the following:
 - Detailed task list;
 - Critical path schedule, timeline and milestone dates;
 - Communication plan for the development and distribution of appropriate internal and external transition communications.
- (p) Contractor will provide all necessary professional coordination services for implementation of all Transition Plans at its own cost.
- (q) For all incoming and outgoing transitions, Contractor will appoint a qualified and experienced transition manager ("Contractor Transition Manager") to execute the agreed Transition Plan.
- (r) Contractor will execute Transition Plans without material disruption to George Mason University's business. The Contractor Transition Manager will review the status of Transition Plans with the Contract Administrator as often as may be reasonably requested to ensure a smooth transition.
- (s) In case of repeated breaches or neglect of duties or repeated and unreasonable unavailability of a Contractor Transition Manager, the Contract Administrator may request Contractor to provide a replacement. Otherwise, Contractor will seek to maintain personnel continuity.

ANNUAL OPERATING PLAN

For each year of the Program Agreement term, Contractor will develop and implement an annual operating plan ("Operating Plan") for the successful operation of the Program, subject to review and approval by the Contract Administrator and documented in Attachment C - Operating Plan. For the first year of the Program Agreement term, the Operating Plan will be developed as part of final negotiations.

- (t) For subsequent years of the Program Agreement term, the annual Operating Plan will be developed on a timeline as mutually agreed by Contractor and the Contract Administrator. In preparation for its development, Contractor will provide a Program Assessment that, at a minimum, incorporates the following:
- SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats) of the current Program with focus on the following:
 - Customer satisfaction outcomes, challenges and opportunities
 - George Mason University partnership outcomes, challenges and opportunities
 - Marketing outcomes, challenges and opportunities
 - Innovation outcomes, challenges and opportunities
 - Diversity, Equity, and Inclusion outcomes, challenges, and opportunities
 - Sustainability outcomes, challenges and opportunities
 - Health & Wellness outcomes, challenges and opportunities
 - Equipment maintenance issues and equipment replacement needs
 - Opportunities for Program improvements
 - Evaluation of the Program against industry best practices
 - Summary of Program financial results
 - Market basket pricing survey comparing on-campus Retail Dining and Catering pricing with local area, off-site competitors offering a similar range of products and product quality
- (u) Based on the above, Contractor will make initial recommendations for service, program, policy and physical plant/equipment modifications for the upcoming year. The Contract Administrator will provide feedback on Contractor's initial recommendations within thirty (30) days of receipt. Based on this, Contractor will prepare an Operations Plan for the management of the Program for the following George Mason University fiscal year, July 1 through June 30, with the plan to be completed on a mutually agreed upon date prior to the start of the academic year. The Operations Plan will be based on identified goals and objectives as established and determined by George Mason University, and at a minimum, will include the following:
- Proposed service hours;
 - Proposed menus and pricing:
 - Residential Dining
 - Retail Dining Pricing
 - Catering and Conference Services
 - Summer Conferences
 - Child Development Center
 - Proposed Program innovation/new initiatives;
 - Proposed capital improvement and/or smallwares investments;
 - Marketing initiatives;
 - Employee engagement initiatives (training, recruitment and retention, student hiring/development objectives);
 - Sustainability initiatives;
 - Health & wellness initiatives;
 - Innovation initiatives
 - Proposed changes to KPIs and/or the Performance Scorecard;
 - Pro forma financial projections of revenue and expenses by location, and by month and year, rolling up into a total projection for the full Program.
 - Updated food service equipment, smallwares and technology inventories
- (v) The Operating Plan will be subject to final review and approval by the Contract Administrator. The Contract Administrator may change or decline to expend any George Mason University money suggested by the Plan. Once the Operating Plan has been approved, Contractor will be responsible to comply with the Plan and will not substantially deviate without the express written consent of the Contract Administrator.

PERSONNEL

Contractor will be fully responsible to recruit, hire, employ, train, supervise, direct, discipline, and, if necessary, discharge personnel working in the Program.

- (w) Onsite Management Team- At Mason's sole discretion, Mason may allow different levels of experience or qualifications Contractor will provide professional and qualified managers to support the Program ("Onsite Management Team"). These individuals' sole responsibilities will be George Mason University's Program, and they will have no other management or supervisory responsibility for other Contractor operations or businesses unless otherwise agreed to in writing by the Contract Administrator.

The Resident District Manager/VPO and General Manager both must have a minimum of three years consecutive employment in similar operations with comparable responsibilities in Higher Education environments unless otherwise agreed to by the

Contract Administrator. The Resident District Manager/VPO and General Manager must have education and/or experience in food service with emphasis upon hospitality, quality standards, food safety standards, marketing/merchandising techniques, and effective financial controls.

The Executive Chef must have a minimum of three years of consecutive employment in similar operations with comparable responsibilities. The Executive Chef must have extensive, formal culinary training, including culinary certifications, with emphasis on recipe development, menu development, food and beverage cost control, and inventory management.

The Catering Director or Manager must have a minimum of three years of consecutive employment in similar food service operations with comparable responsibilities. These individuals must have extensive, formal training in Catering Services, with emphasis on customer service, event planning and presentation and event management.

The Sustainability Director or Manager must have a minimum of three years of consecutive employment in similar food service operations with comparable responsibilities. This individual must have extensive education in Sustainability with emphasis on environmental impact of the dining program.

The Resident District Manager/VPO, General Manager, Executive Chef and Catering and Sustainability Directors or Managers assigned to the Program will be selected by Contractor. George Mason University desires to meet prospective candidates and review their qualifications prior to their placement and no hiring decisions will be made without mutual agreement and prior written approval. George Mason will not unreasonably withhold offers. Once assigned, Contractor will not change the individuals selected for each of these positions except for the following reasons:

If required by the Contract Administrator when their performance is not acceptable to George Mason University;

If the individual resigns or is otherwise unable to perform the duties required;

If the individual is promoted, in which case Contractor will be responsible to notify the Contract Administrator at least 45 days in advance of the individual's departure and replace the individual in a manner that is satisfactory to George Mason University.

- i) Contractor will not reassign the Program Resident District Manager/VPO or General Manager more than once in a five-year period unless expressly agreed to by the Contract Administrator. The position will be filled within 90 days unless otherwise mutually agreed. In the event of the absence, for any reason, of any of the above positions for more than 30 days, their supervisor or a mutually acceptable designee will be on site during all in-service periods until the position is filled.
- (x) Contractor will maintain an adequate level of assistant managers, chefs, supervisors and employees to provide an excellent level of service within the Program, and will provide such expertise (administrative, dietetic, purchasing, human resources, etc.) as needed. In staffing its operations, Contractor will take into consideration adequate coverage for peak service times and for employees on leave. The Contract Administrator will have the right to review staffing patterns and job schedules, and request Contractor to consider modifications to ensure adequate staffing.
- (y) Contractor will ensure that a management or supervisor representative will be on site at each location during all hours the Program is in operation, including Catering Services.
- (z) Contractor will be required to develop and implement a top quality, proactive student employment plan. Hiring, development and retention objectives for each year of the Program Agreement term will be mutually agreed by Contractor and the Contract Administrator. Contractor will provide the Contract Administrator with an annual report that details the number of students employed, total student hours worked, and promotion and retention statistics. Contractor will be responsible for all student employment forms and insurance, including but not limited to, any workers' compensation or other liability claims resulting from work-related injuries to students who are employed by Contractor.
- (aa) Contractor will ensure that critical positions (those that are necessary to open and operate dining operations) will have adequate back-up employees on call to cover for absenteeism.
- (bb) Contractor will comply with all local, regional, and national governmental laws and regulations related to employment, employment practices, compensation, and benefits of personnel.
- (cc) All Contractor-employed personnel will be subject to George Mason University's policies, rules, regulations and codes of conduct while working on George Mason University's premises, provided such policies, rules, regulations and codes of conduct do not conflict with Contractor's own policies, rules, regulations, and codes of conduct.
- (dd) In the event of George Mason University's concern regarding the conduct or behavior of any employee, the Contract Administrator will inform Contractor. To the extent permissible by law, collective bargaining agreements and/or employment agreements, an offending employee of Contractor will be removed from employment in the Program immediately upon receipt of a written request from the Contract Administrator. Such written request will be initiated by the Contract Administrator after reviewing all relevant information with Contractor. Among specific causes, but not limited to these causes, are inflicting or threatening physical abuse; verbal abuse on any person; sexual harassment; damaging George Mason

University's grounds or property; disrupting patrons' enjoyment; any other conduct or action considered inimical or offensive to George Mason University. Any such removal will be made in the name of Contractor.

- (ee) Contractor will perform employment and criminal background checks on all newly hired employees, with methodology subject to George Mason University approval. If the ability to conduct criminal background checks is limited due to constraints imposed as a result of pandemics, natural disasters or other emergency conditions outside Contractor's control (e.g. courthouse closures that prevent access to criminal conviction records), upon the Contract Administrator's written approval, Contractor may permit employees to begin work conditioned upon completion of background checks, and Contractor will diligently complete background checks promptly when it becomes feasible to do so. Contractor warrants that no employee will be assigned to the Program without undergoing the agreed screening process.
- (ff) Contractor will ensure that its employees meet the appropriate health standards proscribed by applicable governmental laws and regulations.
- (gg) To the extent permitted by law and subject to Contractor's human resource policies, Contractor will ensure that an employee who reports to work ill will be sent home and not allowed to resume work until fully recovered. To the extent permitted by law, when informed that an employee may have an illness, communicable disease or other health condition that could affect the safe, sanitary or healthful operation of the Program, Contractor will ensure that the employee undergoes an examination by a licensed physician to either verify or contradict the existence of the condition. If such condition is verified, Contractor will not utilize the services of the employee in the Program until the employee returns to a healthful status as evidenced by a signed physician's statement.
- (hh) Contractor employees will be appropriately uniformed when performing their work assignments including proper, slip resistant footwear in good condition. The term "appropriate uniform" includes designated shirt and pants, name badge, hats/visor, hair/beard nets, etc. and may include face masks where advisable in response to communicable illness outbreaks. Contractor must submit samples of employee uniforms and other apparel for approval by the Contract Administrator.
- (ii) Contractor will require all employees to utilize authorized and designated entrances and exits during working hours and train employees in George Mason University's building access policies and security regulations.
- (jj) Contractor will restrict employees to their assigned work areas during working hours and require them, when not working, to vacate the Program Premises.
- (kk) To the extent permitted by law, Contractor will continue to provide services under an applicable Program Agreement in the event of strikes and other labor disturbances.
- (ll) Contractor will be responsible for and ensure that all employees who work at George Mason University sites are legally authorized to work in the United States. This policy applies to all employees, whether they are full-time, part-time, temporary, or sub-contracted from another company or division. When a temporary employment service or subcontractor is used to provide services on behalf of the Program, Contractor will be responsible for obtaining a statement from each company, on the company's letterhead, indicating their compliance with this stipulation.
- (mm) Contractor will ensure that employees working in customer-facing job positions are able to communicate effectively with customers.
- (nn) Contractor's employees will always be polite and diplomatic in enforcing Contractor and George Mason University regulations.
- (oo) Except as otherwise agreed by the Contract Administrator, Contractor will prohibit its employees from removing food or beverages from the Program Premises, except in the case of an employee who has paid for the product as a regular customer, or in the event of an authorized off-premise Catering event which is affiliated with George Mason
- (pp) Contractor will notify the Contract Administrator in writing of impending labor, employee and vendor problems or any other circumstances that could adversely affect the operation of the Program.

TRAINING

Contractor will ensure its employees are fully trained in the performance of their duties. Training for Contractor's employees is to be performed either before the employee begins work at George Mason University's site, or if trained onsite, with full supervision so that employees are fully trained in the performance of their duties before they are assigned to work independently.

- (qq) Training must be given in the proper performance of all tasks to be performed, and will include but not be limited to instruction in the following, as applicable to the employee's job position:
- George Mason University's security and safety standards and procedures;
 - Customer service standards;
 - Diversity and multicultural awareness;
 - Food preparation methods;
 - Safe food handling and HACCP standards and procedures;
 - Cleaning and sanitation standards and procedures;
 - Dress (uniform) and identification standards;
 - Personal grooming and hygiene standards;
 - Job-related life safety standards and procedures (for example, knife handling skills and proper use of food service equipment);
 - Emergency preparedness.
- (rr) For employees whose work duties include alcohol service, Contractor will provide training in the safe service of alcohol and ensure its employees have all applicable government required licenses and certifications. Upon the Contract Administrator's request, Contractor will provide proof of relevant employees' training and/or certification.

PROCUREMENT AND COST CONTROL

Contractor will procure all food, beverages and supplies for the Program.

- (ss) From time to time, the Contract Administrator may request vendors be considered for use by Contractor. Contractor will make a good faith effort to honor the request, assuming the vendor meets Contractor's quality assurance standards.
- (tt) Contractor will make every effort to aggressively manage the cost of food and beverages, including:
- securing inventory against pilferage;
 - use of inventory control software that tracks and reconciles theoretical inventory to actual;
 - a robust strategy for measuring and reducing food waste, including provision of regular reporting to the Contract Administrator.

FOOD SAFETY AND QUALITY CONTROL

Contractor will follow stringent food safety standards, including the deployment of a food safety program and process that incorporates HACCP (Hazard Analysis, Critical Control Point) monitoring, testing and recording of storage, production and serving temperatures. The HACCP plan is subject to review and approval by the Contract Administrator.

- (uu) All foods must be stored, prepared and served at industry standard, government regulation temperatures for safe food handling.
- (vv) Stored food products, including leftovers, must be properly wrapped, clearly labeled and dated.
- (ww) In the event of an outbreak of food borne illness and/or foreign objects found in food, Contractor will immediately notify the Contract Administrator and apply all its corporate and onsite resources to immediate identification and remediation of the cause of the event.

MARKETING

Contractor will be responsible for developing and implementing a proactive Marketing/Communications Plan to promote the Program to the University and local community. For key target markets, the Plan should incorporate:

- Specific strategies to build revenue, improve student experiences and engagement, enhance satisfaction and generate goodwill;
- Tactics for effective promotion and communication to the George Mason University community;
- Implementation plan and calendar;
- Budget;
- Success measures.

The Marketing/Communications Plan will be developed collaboratively with, and subject to the approval of, the Contract Administrator.

(xx) Specific Marketing activities will include, but not be limited to the following:

- Mandatory and voluntary meal plan marketing and communications;
- Retail Dining advertising, promotions and limited time offers;
- Annual Catering showcase for key event arrangers;
- Monthly Residential Dining theme meals and events.

(yy) Contractor will develop and produce all collateral promotional materials for the Program. Collateral promotional material and digital signage will be professionally designed and subject to the Contract Administrator's approval.

(zz) For the initial year of the term, the Marketing/Communications Plan will be developed as part of Contractor's Pre-Opening Services, with implementation to begin immediately upon commencement of service. Thereafter, the Marketing/Communications Plan will be updated on an annual basis, or more frequently at the request of the Contract Administrator and become part of the Annual Operating Plan.

SUSTAINABILITY PLAN

Contractor will establish and maintain a comprehensive and proactive Sustainability Plan for the Program that supports George Mason University's sustainability objectives. The Sustainability Plan will be developed collaboratively with, and subject to the approval of the Contract Administrator.

(aaa) The Sustainability Plan should consider:

- Achieve Green Restaurant Certification for all dining halls on George Mason Campuses.
- Track and report metrics for AASHE STARS
- Utilize reusable food containers on all George Mason Campuses.
- Utilize George Mason University's President Park Greenhouse as a source of produce.
- Continue and grow Food Recovery Network through all dining locations. Contractor will provide supplies, training, and supervision for program.
- Minimization of environmental impact through the effective use of ecologically sustainable growing techniques, integration of seasonally available local foods, and energy efficient transportation from farm to table. Contractor and the Contract Administrator will agree to annual target objectives for the following, with year over year improvement expected:
 - Use of locally grown foods (grown within 250 miles of the Site);
 - Use of organic foods when reasonably and economically available.
 - Initiatives to ensure that management, kitchen and serving operations use resources efficiently through the effective deployment of resource-saving practices and staff training to understand energy efficiency tactics and other sustainable preparation objectives.
 - Minimization of waste and mechanisms for reducing the impact of food waste, to include but not be limited to:
 - Weighing of pre-consumer and post-consumer waste and implementation of reduction strategies, including the use of LeanPath's online food waste tracking system.
 - Use of BPI and CMA certified compostable packaging in all retail locations, including all national franchise locations
 - Recycling, composting and other efficient waste disposal mechanisms.
 - Continuous improvement and innovation in sustainability practices and provision of education to both customers and Contractor's employees about innovations and reasons for operational decisions in food service.
- Incorporation of sustainable design principles in construction projects undertaken on behalf of George Mason University.

(bbb) The standard for all disposable service ware will be BPI and CMA certified compostable or recyclable and is subject to the requirements and approval of the Contract Administrator. Styrofoam and other non-recyclable containers, plastic straws or plastic bags are not permitted except with the Contract Administrator's prior approval.

(ccc) Contractor will follow minimum governmental standards regarding recycling and will participate in George Mason University's recycling program.

(ddd) George Mason University will require Contractor to implement a food composting program with compostable materials handling facilities/operations present in the local area.

(eee) Contractor will comply with all George Mason University waste handling and disposal requirements related to the Program.

(fff) For the initial year of the Program Agreement term, the Sustainability Plan will be developed as part of Contractor's Pre-Opening Services, with implementation to begin immediately upon commencement of service. Thereafter, the Sustainability Plan will be updated on an annual basis, or more frequently at the request of the Contract Administrator and become part of the Annual Operating Plan

HEALTH & WELLNESS PLAN

- Contractor will undertake Health & Wellness initiatives to support customer nutritional needs and a commitment to the lifelong maintenance of good health. Contractor's Health & Wellness initiatives will include, but not be limited to the following:
- Nutritional information for all Program menus with the level of information provided to be as mutually agreed by Contractor and the Contract Administrator;
 - Allergen information for all Program menus, based on an allergen list to be as mutually agreed by Contractor and the Contract Administrator;
 - Nutritional and allergen information shall be provided on:
 - Menus, at the point of service;
 - Product packaging (for pre-packaged foods);
 - Contractor's information website for the Program;
 - Contractor's customer-facing app used in the Program.
 - Provision of Health & Wellness educational materials and information at service locations and on Contractor's website for the Program;
 - In-person or virtual resident student nutritional counseling from a qualified dietitian.
 - Continuous improvement in the reduction and elimination of antibiotics and growth hormones in foods served within the Program, with target objectives documented as part of the Operations Plan.

(ggg) For the initial year of the Program Agreement term, the Health & Wellness Plan will be developed as part of Contractor's Pre-Opening Services, with implementation to begin immediately upon commencement of service. Thereafter, the Health & Wellness Plan will be updated on an annual basis, or more frequently at the request of the Contract Administrator and become part of the Annual Operating Plan.

USE OF GEORGE MASON UNIVERSITY FACILITIES

- Contractor is prohibited from using the Program Premises in the production or execution of non-George Mason University related business, except as specifically authorized in the Program Agreement or otherwise authorized by George Mason University in writing.

ADMINISTRATIVE RESPONSIBILITIES

Results of any inspection or audit performed by any governmental authority will be immediately provided to the Contract Administrator.

(hhh) Contractor will comply with George Mason University's requirements regarding delivery times, access and security restrictions/requirements, safety standards, and site speed limits.

(iii) Contractor will notify the Contract Administrator immediately of any unsafe or unhealthy conditions and take immediate appropriate action to remedy the condition(s), where said remedy is within Contractor's responsibility.

(jjj) Contractor will inform the Contract Administrator and Security immediately of any personal injuries and accidents that require medical treatment.

(kkk) Contractor will collect and remit all taxes associated with its Program services to the appropriate taxing authorities.

(lll) Contractor will review its cash collection procedures with the Contract Administrator upon request.

(mmm) At the end of each monthly accounting period, Contractor will conduct a physical inventory of all food and beverage on hand, including cost, for use in developing monthly financial statements and accounting reports.

(nnn) Contractor will provide the Contract Administrator with monthly financial reports, as follows:

Financial statements for the Program (provided electronically, but also in print upon request), including individual profit and loss statements for each service location and an aggregated statement for the Program. Profit and loss statements will show budgeted and actual sales by detailed sales category, budgeted and actual expenses by detailed expense category and net profit/loss. Such sales, expenses and profit/loss will be reported for the current period and year-to-date. Causes and appropriate documentation of abnormal revenue and expense deviations will be noted by Contractor as part of these statements. Statement adjustments resulting from review and/or audit will be identified and reflected in the next period

statement.

Operating statistics, including but not necessarily limited to the following:

- Food cost per meal served;
 - Meals per labor hour;
 - Transaction counts by meal period;
 - Sales mix report (sales breakdown by type of item sold); and
 - Recap of number/type of Catering events and estimated number of attendees.
- Special reports and analysis as may be requested by the Contract Administrator.

- (ooo) Contractor's Onsite Management Team will meet with the Contract Administrator monthly to review operational and financial performance, discuss areas of concern and agree on courses of action for ongoing improvement.

EMERGENCY SERVICES

Contractor will be required to provide food service under emergency and/or unpredictable circumstances such as breakdown of equipment, fire, rain and/or snowstorm, power failure, etc. Service provided under emergency conditions may be limited in nature. Within 30 days of execution of the applicable contract, Contractor will provide George Mason University a documented Business Continuity Plan/Disaster Recovery Plan ("BCP/DRP") that, at a minimum, includes:

- A description of the scenarios the BCP/DRP can support (e.g. loss of facilities, key people, pandemic, systems, vital records, internal / external dependencies);
- A description of the BCP/DRP test plan, the frequency of exercises and the procedures to enable George Mason University to review results of the exercises; and
- A description of the process to restore operations at the original site to resume full-service capabilities.

3. Service Delivery Standards SERVICE STANDARDS

Contractor will offer a broad selection of culturally diverse concepts and product offerings taking into consideration the evolving ethnic, racial and international demographics of the community. The concept mix and product offerings will be mutually agreed by George Mason University and Contractor.

- (ppp) Contractor will cook "to order" wherever feasible. Otherwise, progressive, "just in time", small batch cooking will be the production method utilized, staggering the preparation of food whenever possible so that nutritional value, temperature, and overall quality can be maintained during serving hours.
- (qqq) Baked goods will be produced onsite where feasible with existing facilities and equipment. Pre-prepared mixes and doughs are permissible, but every attempt will 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.
- (rrr) Re-use of leftover foods will be kept to a minimum and used promptly. Under no circumstances will leftovers be used to replace any approved menu selection.
- (sss) Contractor will use merchandising, labeling and food presentation techniques that showcase the products offered and have strong eye appeal.
- (ttt) Any food appearing discolored, unappealing, or not in a proper state of freshness will not be served. Contractor will adhere to the general food service industry guide: if you are not willing to purchase or consume the product yourself, it should not be displayed.
- (uuu) All walk-up serving and condiment counters are to be well stocked throughout the entire posted serving times until 15 minutes after closing. The last customer is to be offered the same range of choice as the first.
- (vvv) Display and serving areas will be clean, sanitary, orderly and attractive at all times.
- (www) Any spillage or soiled spots will be removed promptly from counters, serving ware, general serving and dining areas and floors. Broken items will be promptly removed from the area.
- (xxx) Service problems shall be anticipated and resolved immediately. Contractor's management staff shall review problems on a daily basis and discuss and implement solutions to prevent recurrence and enable supervisory staff to react immediately. Several examples of problem indicators are excessively long lines for sustained periods of time; bottlenecks causing gaps in lines; delays in production; products which are difficult to serve; running out of beverages or condiments; shortages of service ware, trays, napkins, silverware, etc.

ADDITIONAL REQUIREMENTS FOR RESIDENTIAL DINING

Menu

To the extent Contractor uses a menu cycle, the minimum cycle will be four weeks.

Entrees will not be duplicated between lunch and dinner on the same day or from day to day.

Whole meat, vegetarian, and vegan proteins and "center of the plate" entrée choices will be provided at every meal, including late-night dining, without over-reliance on processed foods, frozen foods, or carbohydrate-based entrees. Each meal including late-night dining, must include a sufficient number and variety of vegetarian and vegan foods so that an individual can easily maintain a vegetarian or vegan diet. Minimum variety standards for each meal will be mutually agreed

to by Contractor and the Contract Administrator.

Each meal, including late-night dining, must include a sufficient number and variety of low calorie, low fat, and low cholesterol foods so that an individual can easily maintain a low fat/low cholesterol diet without requesting special foods or preparation.

- (yyy) Throughout all mealtimes, including late-night dining, Contractor will provide an allergen free production and service platform that, at a minimum, avoids gluten, eggs, tree nuts, soybeans, dairy, peanuts, wheat, sesame, fish, and shellfish and sesame.
- (zzz) Contractor will provide a robust schedule of premium theme meals to include appropriate dining room and service area decorations, and provision of entertainment, all to be approved by the University. The schedule will be mutually agreed to by Contractor and the Contract Administrator as part of the annual Operating Plan.
- (aaaa) Contractor will provide a number of educational programs and events annually, including partner programming with University departments and academic units, to educate and influence student behavior in the areas of health & wellness and sustainability. The schedule will be mutually agreed to by Contractor and the Contract Administrator as part of the annual Operating Plan.

Contractor will provide exam treats at residential dining locations at no additional charge to meal plan holders for a minimum of one week per semester in conjunction with final exams. Locations and menu items for the foregoing will be mutually agreed upon between George Mason University and Contractor.

In the first year of the Program Agreement term, Contractor will comply with all provisions related to George Mason University Meal Plans, including but not limited to meal exchange, Dining Dollars rollover provisions, guest meals, sick meal delivery, and reusable container/cup programs. In subsequent years of the Program Agreement term, these items will be mutually agreed upon as part of the annual Operating Plan process.

ADDITIONAL REQUIREMENTS FOR RETAIL DINING

Contractor is encouraged to offer as many corporate, regional and/or national branded concepts as deemed appropriate or financially feasible by Contractor, subject to George Mason University approval.

- (bbbb) George Mason University reserves the right to request a survey at George Mason University's expense to determine the acceptability of proposed brands/concepts prior to their implementation.
- (ccc) Retail Dining menus will include limited time offers and bundled meal options (ex: entrée + side + drink) to customers.
- (dddd) Contractor shall adjust its staffing to the volume of business at different dayparts to provide fast and efficient service always.

ADDITIONAL REQUIREMENTS FOR CATERING SERVICES

Contractor's branding, menus, menu pricing and service model are subject to George Mason University approval.

- (eeee) Excluding items such as specialty baked goods and desserts and special diet requests, all foods will be prepared at George Mason University's Program Premises.
- (ffff) Contractor will develop and perform Catering Services consistent with the high-quality image that George Mason University projects to its internal and external publics. All Catering events must be conducted in a first-class, professional manner regarding creativity, presentation and quality of food and service.
- (gggg) Contractor will offer and market a wide range of event types daily and throughout the year, including coffee breaks, buffets, plated meals, and receptions for groups large and small, and service levels ranging from drop-off events to fine dining.

Contractor will provide a comprehensive Catering menu, encompassing breakfast, lunch, dinner, beverage/snack breaks and receptions, and offering a wide variety of price ranges and value

Contractor will be sensitive to the differing needs of various George Mason University constituencies and recognize that creative menus and service techniques are required to support George Mason University's reputation for excellence and innovation. Due to operating budgets, George Mason University community members are sometimes sensitive to price. The Catering program will be flexible enough to provide serving sizes and service options that will accommodate these

concerns. The Catering program must be priced competitively to the local area.
 Contractor must provide a minimum of three (3) tiers of service like those described below to maximize services to customers.
 Budget Service: Foods and beverages available for pick up with no Contractor set up or clean up.
 Value Service: Drop off buffet with set up and clean up provided, but no on-site attendant or waiter service.
 Full or Premium Service: Buffets or served meals with attendant(s) and/or waiter staff and post-event clean up.
 Contractor will develop a Catering guide specifically for Registered Student Organizations (RSO's) that provides a variety of low-cost food items, such as sandwiches, appetizers, pizza, salads etc.
 Contractor will develop a Catering program specifically for Eagle Bank Arena (EBA) that celebrates Mason Athletics, the university, and offers both high quality and value to VIP guests, donors, season ticket holders, and community members.
 Contractor will develop Catering policies such as delivery charges and guest guarantees. The Contract Administrator retains the right to review and approve all Catering menus, pricing and policies prior to implementation.
 Contractor will ensure that its Catering menus include a wide range of cuisines, incorporating a diversity of ethnic, vegetarian and vegan selections. Contractor's menus will also accommodate special diet needs such as Kosher, Halal, Avoiding Gluten, and Dairy Free offerings.
 Contractor will update its Catering menus with seasonal offerings at least twice per year, and implement a full menu refresh at least once per 18 months.
 Contractor will provide guidance to Catering arrangers on purchase quantities and event planning, and provide custom menus as required.
 At least once annually, Contractor will host a Catering Showcase for George Mason University event arrangers to highlight new products and presentation capabilities.

(hhhh) Service ware and display ware standards for Catering events will be mutually agreed upon by Contractor and the Contract Administrator based on event types and service locations. These items will be considered part of the Program's inventory of small wares equipment, with par stock determined as per Section 4.

(iii) If a Catering event requires specialized equipment not available at the Program Premises, Contractor will supply or rent the required equipment, with the cost of said equipment applied to the cost of the Catering event for which it was obtained.

(jjjj) Contractor will train its employees in proper service techniques for Catering events before such employees are required to perform their functions.

(kkkk) Contractor will ensure that full or premium service events are adequately staffed so that customers are served promptly, efficiently and professionally always, such that results meet or exceed the level of service expected by the customer and George Mason University. The following minimum staffing guidelines will be used unless otherwise agreed with the Contract Administrator in advance of the event (or as required by the George Mason University event owner):

Buffet Lunch or Dinner	1 server per 20 guests
Served Lunch or Dinner	1 server per 12 guests
Receptions	1 server per 30 guests
Bartenders	1 server per 50 guests

(llll) Contractor will ensure that events are completely set up and ready for service at least 15 minutes prior to the scheduled event start time.

(mmmm) Catering events will occur at both the Program Premises and elsewhere on campus. Contractor's Resident District Manager and Catering Manager will be required to work closely with the Contract Administrator to provide overall guest safety and satisfaction, regardless of the event location.

(nnnn) Contractor will secure all Catering equipment and service ware promptly after the close of an event and will be responsible to leave event space in the same condition in which it was found.

ADDITIONAL REQUIREMENTS FOR SUMMER CONFERENCE/CAMP DINING SERVICES

Contractor will provide all-you-care-to-eat style meals at George Mason University's residential dining location(s) during the Summer term for conference and camp participants, students, faculty, and staff.

(oooo) Contractor may be required to provide summer conference and camp meals at other locations on campus as well.

(pppp) Summer meals will be provided with service, variety, food quality, food preparation, and food presentation at a level of quality equal to that provided during the academic year.

4. Facilities and Equipment

WEB INTERFACE

George Mason University will provide Contractor with a web link for use in providing information about the Program. The interface between George Mason University's web link and Contractor's website will be as seamless as possible and designed to allow users to access information with a minimum of clicks.

(qqqq) Contractor will conform to the following standards:

Contractor will establish and maintain a high quality, customer interactive website that is ADA compliant and conforms to George Mason University's and accessibility requirements.

Information contained on the website will include but not be limited to the following, to be kept current always:

- Program service locations (including location map) and days/hours of operation;
- Menus for each service location, including pricing and nutritional/allergen information;
- Meal plan configuration, pricing and policies;
- Catering menus, pricing and policies, and link to Contractor's catering ordering software;
- Upcoming events and promotions;
- Access to Contractor's e-marketing/e-commerce solutions, subject to George Mason University review and approval;
- Information on Contractor's on-campus sustainability initiatives as well as sustainability education information;
- Nutritional and health & wellness education information;
- Profiles and contact information of management team members.

If a mobile app is also deployed, Contractor will upload similar information to the app, to be kept current always:

George Mason University will require Contractor's informational site to be fully branded as George Mason University's Dining Program; the website will not reference Contractor's name.

All content posted on the Contractor's website must be reviewed and approved by George Mason University staff prior to posting. Additionally, all content must adhere to George Mason University brand guidelines.

Website updates shall be completed promptly. In the event of a service log backlog, Contractor must resolve it within no more than 14 calendar days. Alternatively, Contractor must provide additional access to George Mason University admin or local vendor team for immediate attention.

Contractor must provide proper access to George Mason University staff to GA4 for web traffic data analytic tracking. Web data tracking shall meet the basic requirements of George Mason University web reporting standards, with additional measures to be assessed and implemented upon request.

Contractor's website will not include any reference to third-party advertising without the prior written permission of George Mason University.

(rrrr) George Mason University has the full and exclusive right to grant or otherwise permit Contractor to access George Mason University's intranet. George Mason University will not be required to obtain any approval from Contractor regarding the creation of web links to Contractor websites other than merely notifying Contractor of the location and/or addresses of such web links. George Mason University may take such action as it deems appropriate to maintain the integrity of its intranet and accordingly, has the right to remove or temporarily restrict access to Contractor's link at any time. Contractor will use its reasonable efforts to advise George Mason University immediately of any activities which may adversely affect George Mason University's intranet.

SIGNAGE

All interior and exterior signage must be approved in advance by the Contract Administrator, prior to installation.

(ssss) Contractor will maintain all digital and/or electronic signage in good working order.

(tttt)All signage will be professional in appearance and kept current always.

ALTERATIONS TO PREMISES

Contractor will not make any alterations, additions or improvements to Program Premises without first obtaining the prior written consent of George Mason University. Prior to beginning any such George Mason University approved activities, Contractor will prepare written plans and/or drawings detailing how Contractor intends to complete the project subject to George Mason University approval. Contractor must obtain all necessary permits and, except as otherwise agreed by George Mason University, maintain the Program Premises in good order and condition while all installation, maintenance and/or removal activities are being performed.

UTILITIES

In keeping with George Mason University's sustainability objectives, Contractor will be expected to effectively manage its energy use.

(uuuu) George Mason University will promptly notify Contractor of any known interruption to utilities services that might affect the Program.

DELIVERY VEHICLES

Contractor will ensure that its employees who operate Contractor provided and/or George Mason University provided delivery vehicles undergo a driving history background check and be properly licensed to operate the vehicle.

ALTERNATE DINING LOCATIONS

Contractor, along with the Contract Administrator, will work jointly in determining the most practical and economically feasible location to provide specific components of the Program during any construction periods or unforeseen facilities disruption.

5. George Mason University Rights George Mason University Rights

George Mason University and the Contract Administrator reserve the right to monitor both the Program and Program Premises with respect to the quality and quantity of food served, the method of service, opening and closing hours, safety, sanitation, facilities and equipment maintenance, adherence to the Agreement, or for any other reason. In the case of an immediate threat to health and safety, George Mason University may immediately close dining facilities or operations to protect the health of George Mason University employees and guests.

(vvvv) At all times, George Mason University and the Contract Administrator will have access to enter and inspect all Program Premises. George Mason University will maintain a complete set of keys to the Program Premises. Contractor will provide keys to George Mason University for any Contractor-initiated key or lock changes.

(wwww) George Mason University may, without interfering with the normal operation of the Program, use the Program Premises for such purposes as may be required. In such cases, George Mason University, at its cost, will restore facilities to conditions reasonably satisfactory to Contractor before the next regularly scheduled meal service. Use of food service-related storage, production, support, service, dining, and catering facilities by third parties is prohibited.

ATTACHMENT C

Annual Operating Plan

[to be added via PDF once the Parties finalize]

Attachment D

Contractor's Original Forecast

Service (Current Name): **Total Dining Services Program**

APPENDIX 3 - FINANCIAL PROPOSAL
GEORGE MASON UNIVERSITY
PRO FORMA FINANCIAL PROJECTIONS

	FYE 2026	%	FYE 2027	%	FYE 2028	%	FYE 2029	%	FYE 2030	%
Revenue										
Retail Sales	\$8,972,098	24.2%	\$9,953,522	25.3%	\$10,469,304	25.4%	\$10,839,753	25.3%	\$11,316,897	25.4%
Residential Dining Sales	\$25,210,019	68.1%	\$26,336,131	67.0%	\$27,540,871	66.9%	\$28,661,633	67.0%	\$29,827,779	66.9%
Catering Sales	\$2,832,263	7.7%	\$3,030,521	7.7%	\$3,182,047	7.7%	\$3,293,419	7.7%	\$3,408,689	7.7%
Total Revenue:	\$37,014,380	100.0%	\$39,320,175	#####	\$41,192,222	#####	\$42,794,805	#####	\$44,553,364	#####
Cost of Goods Sold										
Food & Beverage	\$10,327,039	27.9%	\$11,234,034	28.6%	\$11,984,310	29.1%	\$12,522,862	29.3%	\$12,977,207	29.1%
Non-durable Service Ware	\$694,531	1.9%	\$743,291	1.9%	\$779,185	1.9%	\$808,805	1.9%	\$842,500	1.9%
Purchase Discount Credit	-\$1,600,691	-4.3%	-\$1,741,275	-4.4%	-\$1,857,568	-4.5%	-\$1,941,044	-4.5%	-\$2,011,467	-4.5%
Total CoGS	\$9,420,879	25.5%	\$10,236,050	26.0%	\$10,905,928	26.5%	\$11,390,624	26.6%	\$11,808,240	26.5%
Labor Cost										
Salaries & Wages	\$11,437,688	30.9%	\$11,780,819	30.0%	\$12,134,244	29.5%	\$12,498,271	29.2%	\$12,873,219	28.9%
Payroll Taxes & Benefits	\$3,900,252	10.5%	\$4,017,259	10.2%	\$4,137,777	10.0%	\$4,261,910	10.0%	\$4,389,768	9.9%
Total Labor Cost:	\$15,337,940	41.4%	\$15,798,078	40.2%	\$16,272,021	39.5%	\$16,760,181	39.2%	\$17,262,987	38.7%
Operating Expenses:	\$3,458,897	9.3%	\$3,770,851	9.6%	\$3,909,527	9.5%	\$4,030,498	9.4%	\$4,168,440	9.4%
Client Support										
Investment Amortization	\$2,060,945	5.6%	\$2,285,713	5.8%	\$2,285,713	5.5%	\$2,344,119	5.5%	\$2,344,119	5.3%
Sales Commissions / Override	\$5,509,857	14.9%	\$5,867,620	14.9%	\$6,161,817	15.0%	\$6,408,740	15.0%	\$6,683,852	15.0%
Set-aside Funds	\$631,426	1.7%	\$890,458	2.3%	\$899,792	2.2%	\$909,435	2.1%	\$919,399	2.1%
FULSE Fund	\$1,000,000	2.7%	\$1,035,000	2.6%	\$1,071,225	2.6%	\$1,108,718	2.6%	\$1,147,523	2.6%
Subtotal Client Support:	\$9,202,229	24.9%	\$10,078,791	25.6%	\$10,418,548	25.3%	\$10,771,012	25.2%	\$11,094,893	24.9%
Operating Profit/(Loss):	-\$405,565	-1.1%	-\$563,595	-1.4%	-\$313,800	-0.8%	-\$157,510	-0.4%	\$218,804	0.5%
Revenue										
Retail Sales	\$11,714,787	25.3%	\$12,130,996	25.2%	\$12,566,541	25.2%	\$13,022,506	25.1%	\$13,500,051	25.0%
Residential Dining Sales	\$31,041,440	67.1%	\$32,304,871	67.2%	\$33,620,454	67.3%	\$34,990,712	67.4%	\$36,418,318	67.5%
Catering Sales	\$3,527,993	7.6%	\$3,651,473	7.6%	\$3,779,274	7.6%	\$3,911,549	7.5%	\$4,048,453	7.5%
Total Revenue:	\$46,284,220	100.0%	\$48,087,339	#####	\$49,966,268	#####	\$51,924,767	#####	\$53,966,822	#####
Cost of Goods Sold										
Food & Beverage	\$13,408,906	29.0%	\$13,857,346	28.8%	\$14,323,309	28.7%	\$14,807,622	28.5%	\$15,311,161	28.4%
Non-durable Service Ware	\$874,579	1.9%	\$908,004	1.9%	\$942,841	1.9%	\$979,160	1.9%	\$1,017,035	1.9%
Purchase Discount Credit	-\$2,078,380	-4.5%	-\$2,147,889	-4.5%	-\$2,220,113	-4.4%	-\$2,295,181	-4.4%	-\$2,373,230	-4.4%
Total CoGS	\$12,205,105	26.4%	\$12,617,462	26.2%	\$13,046,037	26.1%	\$13,491,600	26.0%	\$13,954,966	25.9%
Labor Cost										
Salaries & Wages	\$13,259,416	28.6%	\$13,657,198	28.4%	\$14,066,914	28.2%	\$14,488,922	27.9%	\$14,923,589	27.7%
Payroll Taxes & Benefits	\$4,521,461	9.8%	\$4,657,105	9.7%	\$4,796,818	9.6%	\$4,940,722	9.5%	\$5,088,944	9.4%
Total Labor Cost:	\$17,780,876	38.4%	\$18,314,303	38.1%	\$18,863,732	37.8%	\$19,429,644	37.4%	\$20,012,533	37.1%
Operating Expenses:	\$4,298,353	9.3%	\$4,433,315	9.2%	\$4,573,566	9.2%	\$4,719,334	9.1%	\$4,872,425	9.0%
Client Support										
Investment Amortization	\$2,449,463	5.3%	\$2,441,229	5.1%	\$2,441,229	4.9%	\$2,425,284	4.7%	\$2,425,284	4.5%
Sales Commissions / Override	\$6,954,720	15.0%	\$7,242,363	15.1%	\$7,542,148	15.1%	\$7,854,678	15.1%	\$8,180,597	15.2%
Set-aside Funds	\$929,713	2.0%	\$940,387	2.0%	\$951,435	1.9%	\$962,869	1.9%	\$974,704	1.8%
FULSE Fund	\$1,187,686	2.6%	\$1,229,255	2.6%	\$1,272,279	2.5%	\$1,316,809	2.5%	\$1,362,897	2.5%
Subtotal Client Support:	\$11,521,583	24.9%	\$11,853,235	24.6%	\$12,207,091	24.4%	\$12,559,640	24.2%	\$12,943,482	24.0%
Operating Profit/(Loss):	\$478,303	1.0%	\$869,024	1.8%	\$1,275,843	2.6%	\$1,724,549	3.3%	\$2,183,415	4.0%

ATTACHMENT E

Contractor Investment and Amortization Record

Description of Commitment	Amount	Projected Disbursement Fiscal Year	Amortization Start Date	Amortization End Date	Annual Amortization										Total	
					2026	2027	2028	2029	2030	2031	2032	2033	2034	2035		
Start-Up Costs	\$1,500,000	25-26	7/1/2025	6/30/35	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$1,500,000
Sign-on Bonus/Grant	\$1,000,000	25-26	7/1/2025	6/30/35	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$1,000,000
Buyout Investment	\$810,000	25-26	7/1/2025	6/30/35	\$81,000	\$81,000	\$81,000	\$81,000	\$81,000	\$81,000	\$81,000	\$81,000	\$81,000	\$81,000	\$81,000	\$810,000
Technology Investment	\$797,685	25-26	7/1/2025*	6/30/35	\$79,769	\$79,769	\$79,769	\$79,769	\$79,769	\$79,769	\$79,769	\$79,769	\$79,769	\$79,769	\$79,769	\$797,685
PROGRAM INVESTMENT																
Additional Program Capital	\$2,000,000	25-26	7/1/2025 *	6/30/35	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$2,000,000
Southside Dining Hall	\$6,370,800	25-26	7/1/2025*	6/30/35	\$637,080	\$637,080	\$637,080	\$637,080	\$637,080	\$637,080	\$637,080	\$637,080	\$637,080	\$637,080	\$637,080	\$6,370,800
Globe Dining Hall	\$3,573,048	27-28	7/1/2025*	6/30/35	\$357,305	\$357,305	\$357,305	\$357,305	\$357,305	\$357,305	\$357,305	\$357,305	\$357,305	\$357,305	\$357,305	\$3,573,048
Starbucks JC	\$1,123,600	26-27	7/1/2026*	6/30/35	\$0	\$124,844	\$124,844	\$124,844	\$124,844	\$124,844	\$124,844	\$124,844	\$124,844	\$124,844	\$124,844	\$1,123,600
Chick-fil-A	\$842,700	26-27	7/1/2026*	6/30/35	\$0	\$93,633	\$93,633	\$93,633	\$93,633	\$93,633	\$93,633	\$93,633	\$93,633	\$93,633	\$93,633	\$842,700
Ike Dining Hall	\$700,000	25-26	7/1/2025*	6/30/35	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$700,000
Starbucks NN	\$600,000	29-30	7/1/2030*	6/30/35	\$0	\$0	\$0	\$0	\$0	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$600,000	
Dunkin'	\$595,508	27-28	7/1/2028*	6/30/35	\$0	\$0	\$0	\$85,073	\$85,073	\$85,073	\$85,073	\$85,073	\$85,073	\$85,073	\$85,073	\$595,508
Spot Dining Hall	\$583,000	25-26	7/1/2025*	6/30/35	\$58,300	\$58,300	\$58,300	\$58,300	\$58,300	\$58,300	\$58,300	\$58,300	\$58,300	\$58,300	\$58,300	\$583,000
Globe Dining Hall	\$530,000	25-26	7/1/2025*	6/30/35	\$53,000	\$53,000	\$53,000	\$53,000	\$53,000	\$53,000	\$53,000	\$53,000	\$53,000	\$53,000	\$53,000	\$530,000
One Stop	\$530,000	25-26	7/1/2025*	6/30/35	\$53,000	\$53,000	\$53,000	\$53,000	\$53,000	\$53,000	\$53,000	\$53,000	\$53,000	\$53,000	\$53,000	\$530,000
Subway - (Day Break)	\$371,000	25-26	7/1/2025*	6/30/35	\$37,100	\$37,100	\$37,100	\$37,100	\$37,100	\$37,100	\$37,100	\$37,100	\$37,100	\$37,100	\$37,100	\$371,000
NuVegan - (Digital Food Hall)	\$318,000	25-26	7/1/2025*	6/30/35	\$31,800	\$31,800	\$31,800	\$31,800	\$31,800	\$31,800	\$31,800	\$31,800	\$31,800	\$31,800	\$31,800	\$318,000
Difference Baker	\$265,000	25-26	7/1/2025*	6/30/35	\$26,500	\$26,500	\$26,500	\$26,500	\$26,500	\$26,500	\$26,500	\$26,500	\$26,500	\$26,500	\$26,500	\$265,000
Crave - (Thompson Hospitality)	\$159,000	25-26	7/1/2025*	6/30/35	\$15,900	\$15,900	\$15,900	\$15,900	\$15,900	\$15,900	\$15,900	\$15,900	\$15,900	\$15,900	\$15,900	\$159,000
Simple Zone	\$121,900	25-26	7/1/2025*	6/30/35	\$12,190	\$12,190	\$12,190	\$12,190	\$12,190	\$12,190	\$12,190	\$12,190	\$12,190	\$12,190	\$12,190	\$121,900
SMSC Dining Hall	\$120,000	25-26	7/1/2025*	6/30/35	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$120,000
Express Market	\$75,000	25-26	7/1/2025*	6/30/35	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$75,000
Einstein Bros. Bagels	\$56,611	26-27	7/1/2026*	6/30/35	\$0	\$6,290	\$6,290	\$6,290	\$6,290	\$6,290	\$6,290	\$6,290	\$6,290	\$6,290	\$6,290	\$56,611
Steak 'n Shake - (True Burger)	\$30,000	25-26	7/1/2025*	6/30/35	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$30,000
Akenu Sushi - (Modern Market)	\$25,000	25-26	7/1/2025*	6/30/35	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$25,000
Flip Kitchen Tradedress	\$25,000	25-26	7/1/2025*	6/30/35	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$25,000
Mason Square Cafe	\$25,000	25-26	7/1/2025*	6/30/35	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$25,000
Randall's Cafe	\$25,000	25-26	7/1/2025*	6/30/35	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$25,000
															\$0	
															\$0	
Total:	\$23,172,852				\$1,995,443	\$2,220,211	\$2,220,211	\$2,305,284	\$2,305,284	\$2,425,284	\$2,425,284	\$2,425,284	\$2,425,284	\$2,425,284	\$2,425,284	\$23,172,852

*or the date that the project begins generating new revenue, whichever is later

Contractor Owned Assets

One Delivery Van
Two Box Trucks
Three Golf Carts

ATTACHMENT F

Contractor Sanitation Responsibilities

1) Contractor shall work collaboratively with George Mason’s Contract Administrator in performing its sanitation activities outlined in the table below.

Area	Task	Responsibility		Exceptions
		Back of House	Serving & Dining Areas	
Dining Area Tables & Chairs	Straighten as needed throughout service periods	Contractor	Contractor	
	Spot clean as needed to keep clean from spills, grease, debris and miscellaneous waste	Contractor	Contractor	
	Clean and sanitize at the end of the service day	Contractor	Contractor	
	Periodic deep clean upholstery	Mason	Mason	only once a semester
Work Tables, Serving Counters & Fixtures	Keep clean from spills, grease, debris and miscellaneous waste	Contractor	Contractor	
	Clean & sanitize daily	Contractor	Contractor	
Fixed and Mobile Food Service, Storage & Sanitation Equipment	Keep clean from spills, grease, debris and miscellaneous waste	Contractor	Contractor	
	Clean & sanitize daily	Contractor	Contractor	
Exhaust Hood Canopies & Filters	Clean & sanitize DAILY as proscribed by manufacturer and/or local fire authority	Contractor	Contractor	
Exhaust Hood Ducts, CANOPIES & FILTERS	Clean bi-monthly or more frequently if required by local fire authority or to ensure fire safety	Mason	Mason	Currently contracted by Mason, paid for by Repair & Maintenance Accrual Fund held by Contractor
Grease Traps and Grease Removal	Keep grease traps clean and surrounding floors free of grease	Mason	Mason	Currently contracted by Mason, paid for by Repair & Maintenance Accrual Fund held by Contractor
	Arrange for regular grease removal from interceptors	Mason	Mason	
Floors	Keep clean from spills, grease, debris and miscellaneous waste	Contractor	Contractor	
	Clean & sanitize hard surface floors daily	Contractor	Contractor	
	Vacuum carpeted areas daily	Contractor	Contractor	
	Periodic deep clean hard surface floors	Mason	Mason	only once a semester
	Periodic deep clean carpets	Mason	Mason	only once a semester
Interior Walls	Clean and sanitize daily to ceiling height	Contractor	Contractor	
	Deep clean bi-monthly to ceiling height	Contractor	Contractor	
Windows and Glass Doors	DAILY Clean as required to remove smudges, streaking and grime	Contractor	Contractor	

	PERIODIC DEEP CLEANING as required to remove smudges, streaking and grime (INCLUDING EXTERIOR WINDOWS)	Mason	Mason	
Ceilings, Light Fixtures, & Fan Blades	PERIODIC DEEP CLEANING from spills, grease, debris and miscellaneous waste	Mason	Mason	
Employee Restrooms & Changing Facilities	Clean, sanitize and restock daily	Contractor	Contractor	
Janitor's Closet & Equipment	Clean and sanitize daily	Contractor	Contractor	
Gathering & Containerizing of Waste - Garbage, & Recyclables	Transport containerized waste from receptacles to designated dock area containers	Contractor	Contractor	
	Clean receptacles as needed to keep them sanitary and free from debris	Contractor	Contractor	
	Arrange for garbage and recycling pick up from loading docks	Mason	Mason	
Compost	Transport containerized compost from receptacles to designated dock area containers	Contractor	Contractor	
	Clean receptacles as needed to keep them sanitary and free from debris	Contractor	Contractor	
	Arrange for compost pick up from loading docks	Contractor	Contractor	
Insect and Pest Control	Interior Premises: Perform periodic control measures, as required	Contractor	Contractor	
	Exterior Premises: Perform periodic control measures, as required	Mason	Mason	
Loading Dock, Receiving & Exterior Trash Areas	Keep clean from spills, grease, debris and miscellaneous waste arising from Contractor's operations	Contractor	Contractor	
	Clean and sanitize daily	Contractor	Contractor	
Building Exterior	Maintain building envelope in good repair	Mason	Mason	
	Maintain exterior lighting in good repair and working order	Mason	Mason	
	Maintain exterior signage in good repair and working order	Mason	Mason	
	Maintain landscaping in good condition	Mason	Mason	

- 2) Contractor will develop and implement cleaning and sanitation schedules for its assigned responsibilities. Cleaning must be sufficient to provide routine protective maintenance against unnecessary deterioration, and/or pest infestation, as well as provide a clean, neat and sanitary appearance. Schedules will be posted and implemented within 10 days of commencement of service.
- 3) Contractor will maintain all facilities and equipment associated with the Program to the levels necessary to successfully pass all governmental health and safety evaluations with a minimum score equal to an "A" or at or above the 90th percentile of the highest possible numeric score if such scoring system is applicable. It is understood that Contractor will not be held accountable for scoring reductions resulting from George Mason's failure to perform its responsibilities. A copy of the inspection report will be forwarded to the Contract Administrator within two business days following the inspection. If there are noted deficiencies within Contractor's control, Contractor will include a written report that stipulates how the deficiencies will be corrected. All critical violations will be immediately reported to the Contract Administrator and corrected immediately by the responsible party.
- 4) Contractor will engage a professional health and safety auditor to conduct an annual 3rd Party health and safety audit of all facilities and equipment associated with the provision of the Program. Contractor will self-perform a Contractor Food Safety Audit in the quarters not covered by the 3rd Party audit. All health and safety audits will be conducted with no advance

notice to the Onsite Management Team. A copy of all inspection reports will be forwarded to the Contract Administrator within two (2) business days of receipt. Contractor will take immediate action to correct all deficiencies noted in the report.

- 5) Contractor will be fully responsible for occupational health and safety measures necessary for Program Premises to comply with laws, ordinances and regulations pertaining thereto, which may be amended from time to time.

ATTACHMENT G

Financial Responsibilities List

Expense Category	Purchase & Payment Responsibility				Exceptions
	Contractor	Mason	Contractor Purchased, Mason reimburses	Mason Purchased, Contractor Reimburses	
Food and Beverage Products					
Food and non-alcoholic beverages					
Alcohol					
Labor					
Employee salaries & wages (Onsite employees)					
Employee benefits					
Employer taxes					
Temporary agency labor					
Operating Expenses					
Banking fees (to include credit card fees)					
Cleaning supplies					
Common area maintenance					
Courier and armored car service					
Décor					Décor for events paid for by Contractor - Décor paid for by University as part of capital renovations
Equipment rental and/or lease					
Employee meals (Contractor employees)					
First aid equipment and supplies					
Hiring costs and background checks					
Inspection fees required by law or GMU					
Landscaping and groundskeeping					
Laundry					
Linens					
Marketing & promotions					
Merchant fees					
Non-durable service ware					Note: All to-go containers, straws, lids, cups etc. to be BPI/CMA compostable certified.
Office supplies					
Parking permits					
Security services					
Smallwares replacement					
Subcontracted services					
Training					
Uniforms (including replacement)					
Vehicle operating costs - Onsite delivery vehicles					
Maintenance, Repair and Replacement					
Equipment maintenance, repair and replacement fund contributions					Equipment repair and maintenance paid for by the FULSE contributions.
Exhaust hood fire suppression system inspections					
Preventive maintenance – GMU owned Food Service Program equipment					
Preventive maintenance – GMU owned Food Service Program technology					
Preventive maintenance & repair – Contractor owned equipment & technology					

GMU owned Food Service Program equipment repair			i		Except as a result of acts, omissions or negligence of Contractor or its employees
GMU owned Food Service Program technology repair					
GMU owned equipment replacement					
GMU owned building & infrastructure maintenance and repair					
Expense Category	Payment Responsibility				Exceptions
	Contractor	Mason	Contractor Purchased, Mason reimburses	Mason Purchased, Contractor Reimburses	
Technology leases, licenses and fees					
Back of house management information systems					
Digital menu screens					
Digital menu software					
Meal plan management system					
Order/payment/informational apps					Infor "Order Now" is Mason. Grubhub and Starship is a contract via Contractor
Point of sale hardware & software					Contractor will be responsible for purchasing the credit card readers
Security systems					
Self-order/pay hardware & software					
Streaming services					Currently Sirius XM.
Contractor office computers, software and equipment					
Sanitation					
Cleaning supplies					
Exhaust hood ductwork cleaning					Daily cleaning of canopy and filters by Contractor
Grease trap maintenance & grease removal service					
Janitorial services					Employee bathrooms/locker rooms
Pest control (Exterior)					
Pest control (Interior)					
Waste + Recycling removal services (from the building)					
Waste + Recycling removal services (to the loading dock)					
Window and door glass cleaning (exterior)					
Window door glass cleaning (interior)					
Utilities					
Cellular telephone service/phones for onsite employees					
Data line installation					
Electricity					
Internet service					
Landline telephone installation					
Landline telephone service/handsets					
Natural gas					
Steam					
Water					
Operating Permits and Licenses					
Alcohol permits					
Brand franchise, license and royalty fees					

Business operations licenses					
Health Department permits					
Taxes and Insurance					
MSA required Contractor Insurance					
Property Insurance - GMU owned property					
Property Tax - Contractor owned property					
Property Tax - GMU owned property					
Start Up, Fees & Investment					
Operational Start Up costs					
Contractor capital investment amortization where authorized in the SOW					
Other (list)					
Compost removal services (from the building)					Contractor will be responsible for lifecycle of composting
Compost removal services (to the loading dock)					Contractor will be responsible for lifecycle of composting
Yelp Reservation System					