

FIU

WORLDS AHEAD IN HIGHER EDUCATION AND BEYOND

BEST AND FINAL OFFER

ITN78-001

JUNE 20, 2018

Best and Final Offer to Florida International University

ITN78-001, Dining Services Program

June 20, 2018



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I confirm the following Best and Final Offer to Florida International University's ITN78-001 comes with full financial approval from Aramark Educational Services, LLC.

A handwritten signature in blue ink, appearing to read "Christian Dirx", is written over a solid black horizontal line.

Christian Dirx, Vice President

Aramark Educational Services, LLC

June 20, 2018



Ms. Aime Martinez
Associate Vice President, Business and Finance
Florida International University
Miami, Florida 33119
Subject: ITN78-001, Dining Services Program; Best and Final Offer

Dear Ms. Martinez and the FIU Evaluation Committee:

In response to your request for a Best and Final Offer for ITN78-001, Dining Services Program, I am pleased to submit the enclosed response for your consideration.

Over the past two and a half months, we have had several productive in-person presentations and negotiation sessions, and over that time we gained a tremendous amount of constructive feedback regarding our dining vision and financial proposals. Within the enclosed revised financial and programmatic offer, you will find several actionable items such as:

- Building upon our preeminence and first-to-market theme by proposing the first Chipotle to a college campus in the region
- Increasing our commitment to student engagement through: enhancing meal plans to increase value, better enabling technology with e-commerce portals and social media engagement, and dedicating a resource to student meal plan sales and marketing
- Making FIU a focus recruiting school for our A2L program with a guaranteed increase in our annual employment offers
- Further developing our concessions proposal to include our operational details and menu pricing
- Improving our financial offer to increase overall return to FIU, increase and reallocate investment, and present a financial offer for campus exclusivity

While the above highlights changes we have made to our original proposal, one thing has not changed—Aramark's strong commitment and dedication to FIU. For the last couple of decades, FIU has served as a flagship account for Aramark and we have been proud to serve the campus community. We firmly believe the vision we have outlined in our proposal and this Best and Final Offer aligns closely with the University's mission and will continue to push FIU worlds ahead.

Thank you for allowing Aramark to share our dining vision with you. We look forward to continuing our partnership through a transformed, innovative dining program that rivals all others not only in the region, but across the country.

Very truly yours,

A handwritten signature in black ink, appearing to read "David Vandenberg", written in a cursive style.

David Vandenberg
Vice President

TABLE OF CONTENTS

1. Vision and Transformation.....	9
2. Marketing and Student Services Enhancements.....	29
3. Staffing and Career Opportunities.....	43
4. Concessions	49
5. Revised Financial Offering	54
6. Updated SOW and Attachments.....	84



VISION AND TRANSFORMATION

Florida International University (FIU) has a unique and evolving identity as a leader in education and innovation. As a strong supporter of the local community and with a commitment to being the best, FIU produces the next generation of responsible leaders—individuals who will continue to innovate, positively shape, and influence our world. Aramark embraces this pursuit with passion. We have proposed an innovative expansion of our program to align with the academic, innovation, and diversity initiatives of the University.

WHY ARAMARK?

Our Market Share and Resources Lead the Industry

Aramark's innovation begins with our best-in-class professionals delivering insight, market leading resolutions, problem-solving know-how, and scalable solutions. This translates into a meaningful and measurable impact on the experiences, environments, and outcomes Aramark creates for the communities we serve. Our team possesses a wide range of specialized expertise. Their proficiency includes: strategic development, corporate citizenship, consumer marketing and insights, culinary development, retail brand development, capital projects and procurement, and technical services (many of which can be located within the state of Florida). Aramark has an extremely strong presence in Florida. We contribute to Florida's economy by employing more than 8,500 Floridians and paying more than \$129,000,000 in salaries and wages.

Culinary Innovation and Creativity Come First

At our heart is a passion for exceptional menus and innovative flavors inspired by cultures from around the world. The ever-changing culinary cravings of today's students are met with a creative approach that encourages daily menu variety with the option for complete customization. The menus are carefully planned to emphasize creative presentation and approaches that encourages healthy lifestyles. We have challenged our culinary experts to respond to the unique demographic and adventurous palates at FIU and are introducing new proprietary brands to include Caribe Local, Zest Local, and Asado Grille. All are rotating restaurants that can be interchangeable as demands change. Our residential Fresh Food Co. has taken the same approach with a newly enhanced cycle menu and food offerings.

Our Proven Track Record in Delivering on Partnership and Revenue Growth

We have an established partnership of success and growth. We are the experts at leading change to provide world-class experiences. We bring extensive expertise to seamlessly transform universities, navigating them through uncertain times when facing significant transformation and growth. We have experience in leading-edge comprehensive services that keep the University doing what it does best: teaching students university coursework and allowing every student's star to shine.

Students vote with their dollars! In the past 10 years of our partnership, Aramark and the University have successfully grown revenue by \$10.5 million, or 87.7 percent, which is a strong indication of the acceptance factor the campus community has for the partnership and program.



THE CAMPUS MASTER PLAN

New Social and Dining Hubs of On-Campus Activity—The strategic design proposal leverages the potential of the green quad outside Graham Student Center, the green quad outside the Wolfe University Center, and the planned new residential neighborhood for maximum campus benefit. Activation of outside common spaces in these areas, coupled with a strong mobile ordering and mobile truck platform, will result in new social and dining hubs of activity, increase campus programming opportunities, and offer unique social gathering pockets that extend beyond the classroom.

Immediate campus impacts include:

1. Enhanced Outside Activation of the Campus Fabric on both Campuses

Consistent with best practices in campus planning and design, our design approach provides a strategic opportunity to coordinate architectural, landscape, and master-planning efforts from individual projects for complete transformational campus impact. Rather than thinking independently, this approach anticipates that respective design efforts will collaborate in support of overarching campus ideals and value for the FIU community. The resultant FIU campus experience will emerge from outside environments with a local Miami flare rather than relying upon individual buildings to support discrete programmatic requirements and needs. The expanded outside activation vision will add campus energy, increase flexibility, engage the campus landscape as a functional extension of interior program functions, and support vital collegiate exchange where respective program and building functions intersect and overlap.

2. Building Community

Dining improvements, inside and out, mobile or fixed, will deliver destination-quality amenities and spaces to support collaborative engagement and student interaction. In most cases, these locations also serve to augment campus transportation hubs and enhance major pedestrian intersections. These locations will become destinations of choice, places to see and be seen, and will support campus neighborhood event programming.

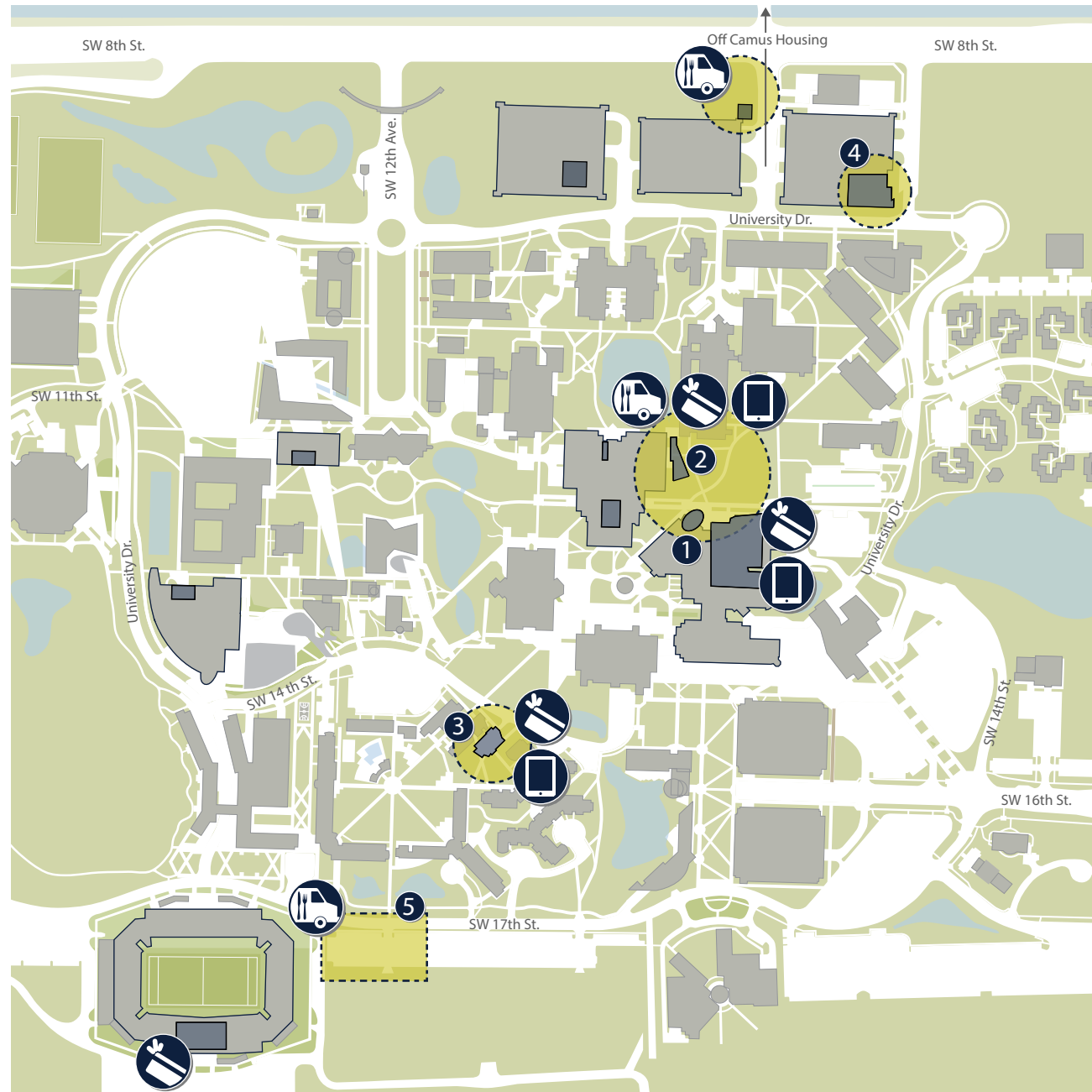
3. Elimination of Safety Concerns

With the introduction of the new residential neighborhood on the outskirts of the existing FIU housing quad on the southern end of campus between Lakeview Hall and University Towers, there is an opportunity to build a new dining center to accommodate the increased residential population. This new dining center will be the late-night option for students, keeping them close to their home and ultimately safe. The new zone and offering will promote campus safety, as there will no longer be a need to walk across campus late at night for complete dining and hangout options. Landscape and hardscape development in this zone will ensure that the area is open and inviting, yet closed to any potential safety issues and concerns.

4. Complete Flexibility

World's of Taste Pavilion, New Heritage Market and the BBC micro-restaurants were designed with the infrastructure and menu development to be able to accommodate all retail sales, declining balance, cash equivalency, and/or meal exchange. The advantage to this strategic development is that if the University ever desires to change the direction of meal plan requirements, the dining infrastructure is in place to transition quickly.





ONE TWENTY-FIVE

MODESTO MADIQUE CAMPUS

- ① GRAHAM STUDENT CENTER
- ② WORLD OF TASTE PAVILION
- ③ HERITAGE MARKET
- ④ PG5
- ⑤ TAILGATING OPPORTUNITY

-  MOBILE TRUCKS
-  KIOSK ORDERING
-  MEAL PLAN ENHANCEMENT
-  OUTDOOR ACTIVATION
-  DINING LOCATIONS

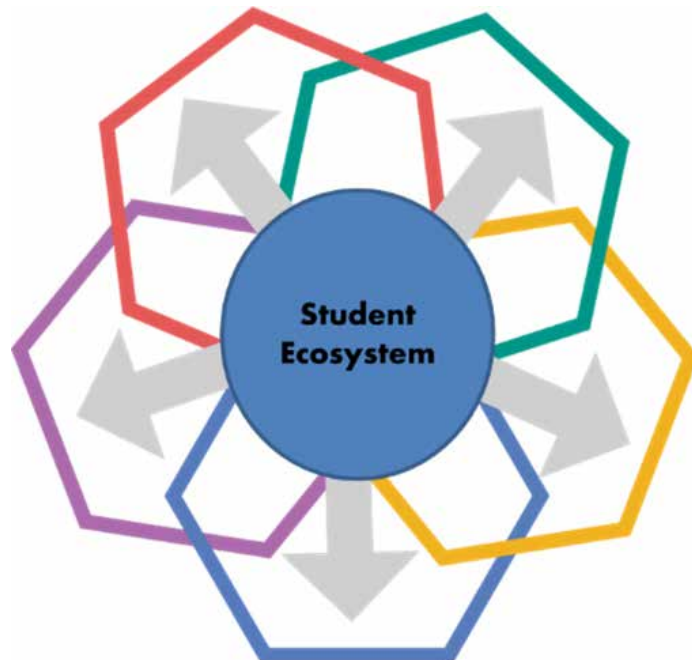
THE DINING MASTER PLAN

Your School. Your Restaurants. Your Distinctions.

Dining has a profound impact on multiple facets of a university. In alignment with Florida International University's Strategic Plan, we took a number of items into consideration, ensuring our number one focus was to energize and further enhance the "student ecosystem" at Florida International University (FIU).

WHAT DOES THAT MEAN?

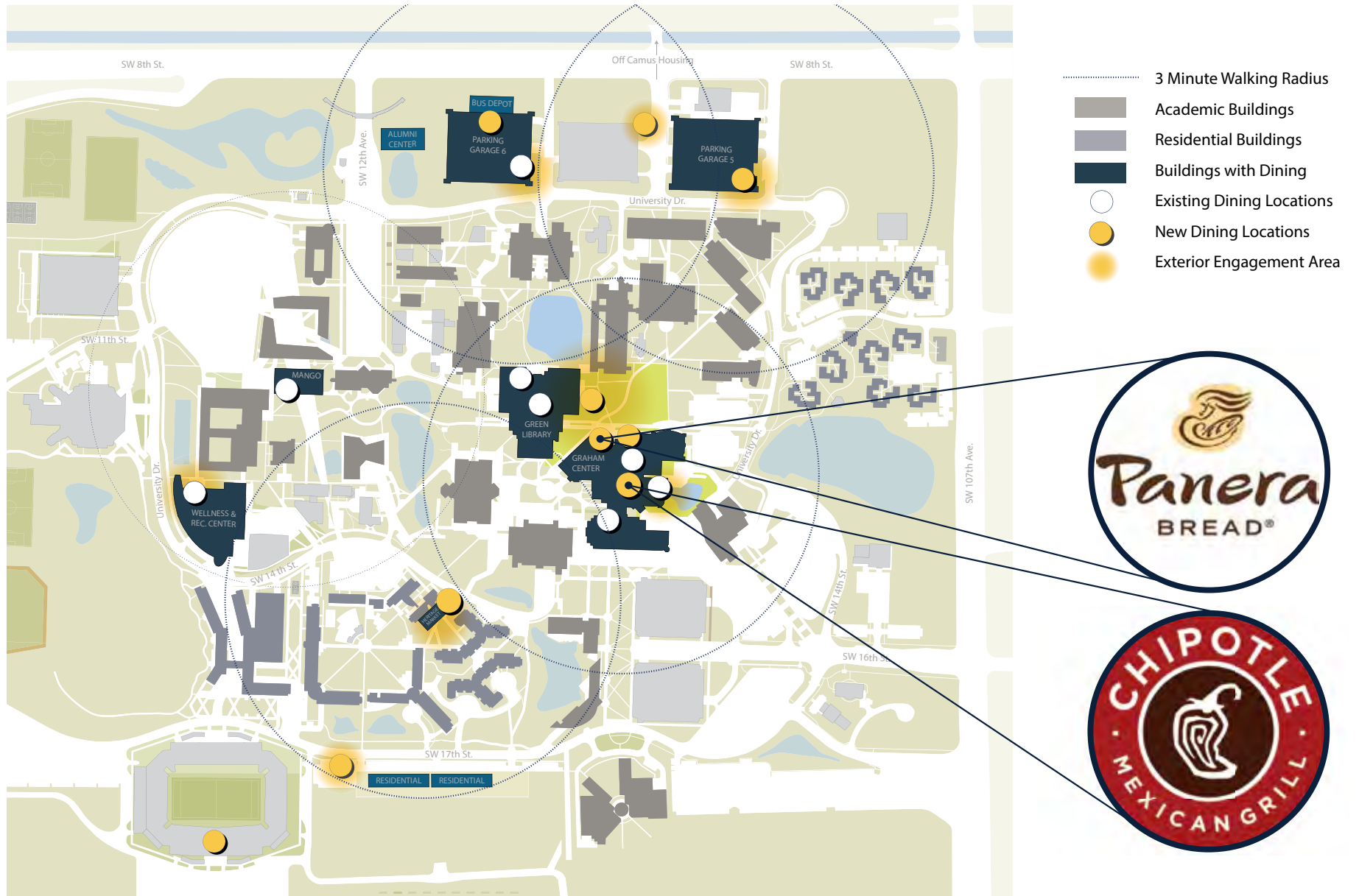
It means understanding that the overall student experience is not just in the classroom. It is where students live, socialize, collaborate, and learn. At Aramark, we will collaborate with FIU to serve as a catalyst for engaging and fostering the student ecosystem in all that we do.



- **Unique Experiences**—Creating a “uniquely FIU” social dining experience throughout all dining concepts to include our new Graham Center outside Worlds of Taste Pavilion, and New Heritage Market dining experiences.
- **Local Community Partnerships**—Further blurring the boundary lines between the campus and local community by continuing our local partnerships program.
- **Leveraging Mobility**—Whether through mobile ordering, our partnership with Tapingo, mobile food trucks that go where the crowds are so there is never a missed meal, our proposed outside kiosk ordering system, services will be at the fingertips of any consumer at any time.
- **Preeminence and First to Market**—Establishing preeminence among peer and aspirational schools by bringing the first Panera and Chipotle franchises to a college campus. We further elevate the first-to-market strategy through offering the first full Sergio’s Cuban Café on any college campus nationally.
- **Enhanced Social Destinations**—Activating outdoor dining spaces to facilitate student socialization, while also paying homage to the local Miami culture.
- **Reduction of Meal Plan Costs and Increased Flexibility to Meal Plans**—Creating value through reducing meal plan prices and expanding meal plan flexibility will build a broader community. As the program and pricing is more affordable for the student base, more students will participate in the program and dining environments will be utilized to build lifelong connections.
- **Promote Student Success**—Enabling learning beyond the classroom through programming, internships, educational kitchen expos; enhancing our partnership with the Chaplin School of Hospitality and Tourism through offering unique micro restaurants students can use for a living, learning lab.

All of this, and more, creates one simple result: **A premium five-star dining experience for students, faculty, staff, and the overall FIU community.**

Vision and Transformation



Chipotle in Graham Center

We are pleased to alter our vision in the Graham Center Food Court and bring to FIU the most requested brand on campus, Chipotle. Complementing the Chipotle will be local favorites Pollo Tropical and Almazar's Greek Cuisine. Featuring Tex Mex burritos, bowls, tacos and sides, Chipotle products also emphasize health and wellness with a variety of salads to choose from.

Fall and Spring Hours of Operation:

- Monday - Thursday 10:30 AM-9:00 PM
- Friday - 10:30 AM-5:00 PM

Tender: meal plans, cash, credit, Tapingo

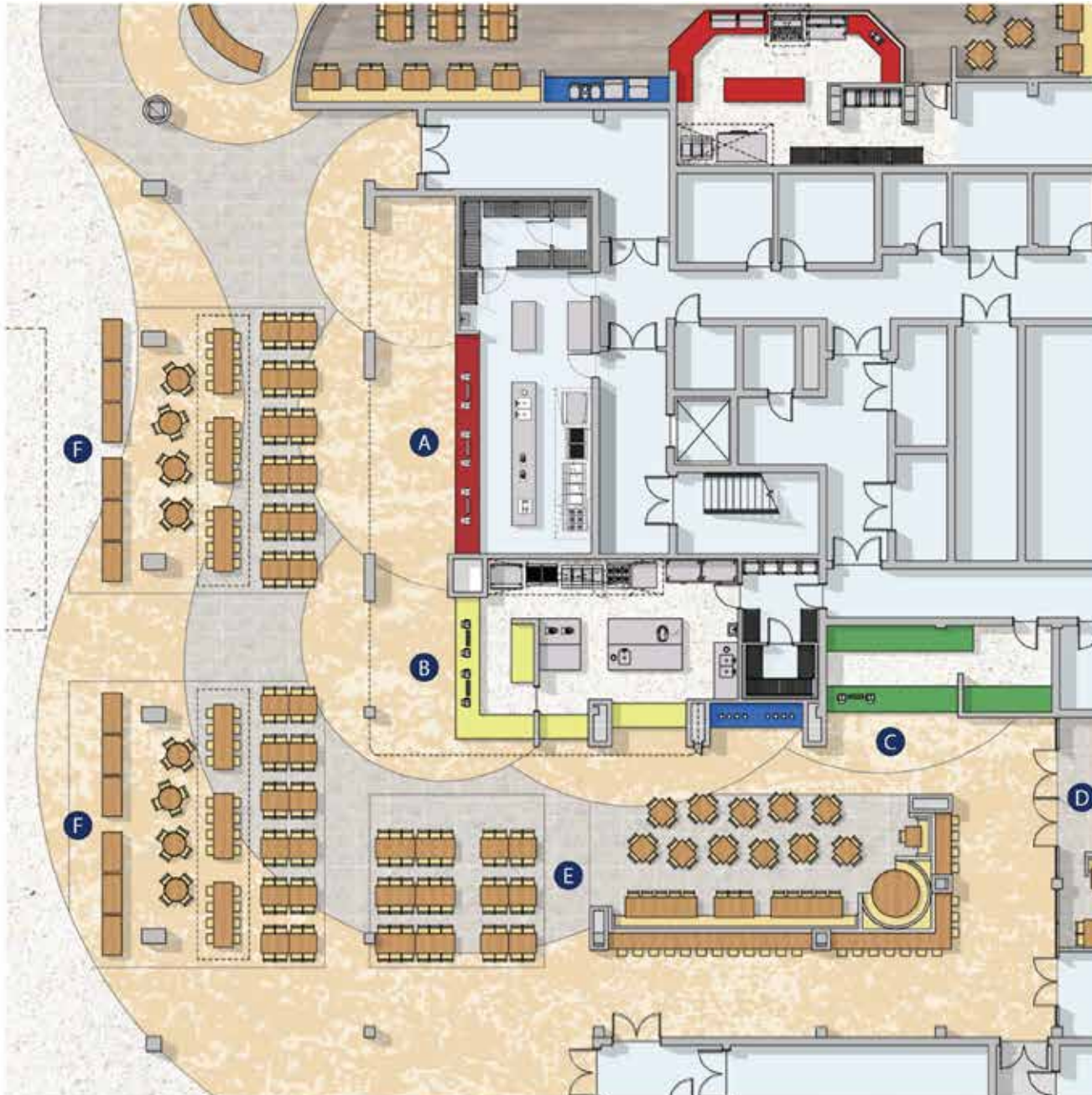
250 total service days







Vision and Transformation



- A CHIPOTLE
- B POLLO TROPICAL
- C ALMAZAR
- D CHILIS TOO
- E COMMUNITY SEATING
- F GRAHAM CENTER PROGRAMMING

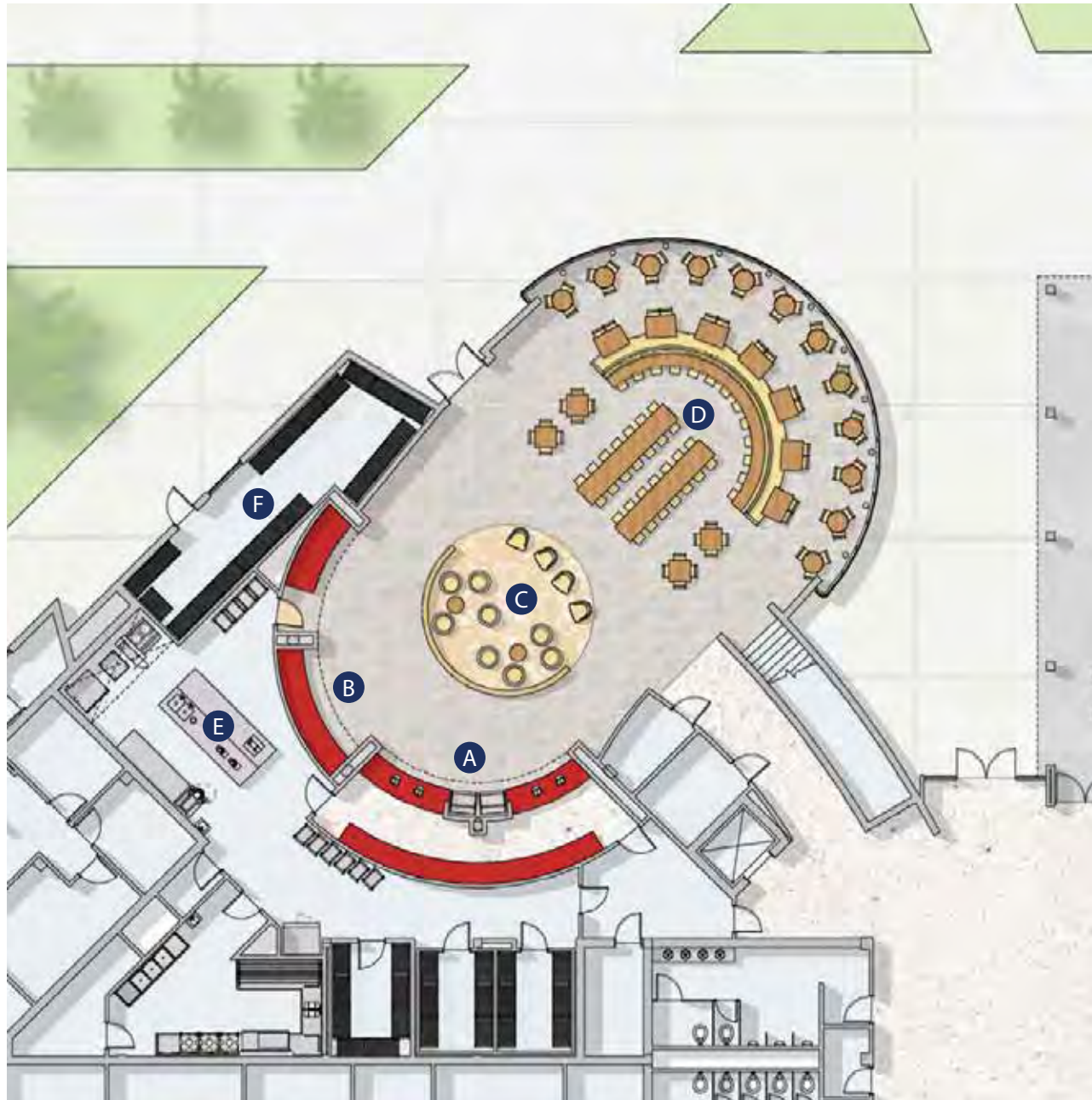


Graham Student Center

Panera Bread Company Comes to FIU

We are excited to propose the first on-campus Panera in Florida and the region, to be situated in the Graham Student Center. As our newest addition to Aramark's robust retail-brand portfolio, Panera features food that is good for you with a number of options, including soups, sandwiches, salads, bakery items, and a number of different types of coffee and specialty drinks.





- A POS
- B KIOSK ORDERING
- C LOUNGE SEATING
- D GENERAL DINING
- E BOH KITCHEN
- F WORLD OF TASTE STORAGE



New Heritage Market

Slated to open in 2020 to align with the new residential neighborhood, New Heritage Market is an innovative approach to establishing a solution that has a mix of variety and value in an underserved area of campus. Serving as the premier late-night solution for FIU, this space offers students a safe, inviting atmosphere. But it's not just for late night—we propose menus that allow for breakfast, lunch, or dinner. Oh, and don't forget the Crackin' Good Cookie that will be featured at our Panther Bakery. This unique destination has been designed to be flexible. Envisioned predominantly as a retail destination that will include pizza, deli, and a convenience market, the main entrée section contains enough infrastructure and seating to accommodate a training table either permanently or as needed.

Worlds of Taste Pavilion

Activation of the Graham Student Center Lawn

We propose transforming this space, situated between the Graham Student Center and the Green Library, into a hub for outdoor student activity and socialization. We propose four distinct concepts:

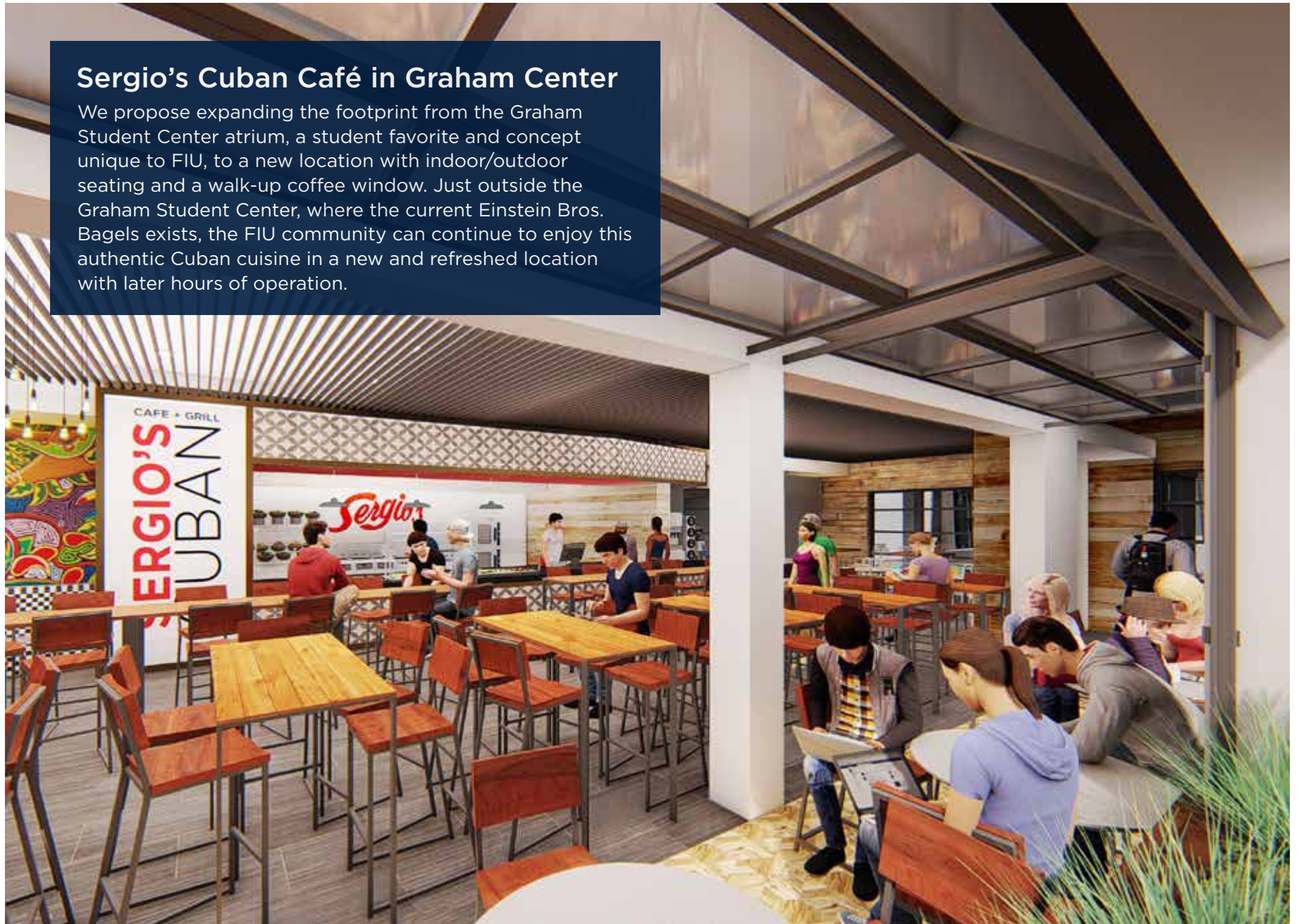
- Zest Local, a “fresh from Florida” fruit stand highlighting only fresh from Florida products
- Restaurant Rotation, a rotating concept that is interchangeable to increase variety and keep students engaged
- Barbecue District food truck, a mobile solution. When our food truck isn't at a tailgate or event, this is where its main hub will be
- Miro's, a kosher solution very popular among the FIU community





Sergio's Cuban Café in Graham Center

We propose expanding the footprint from the Graham Student Center atrium, a student favorite and concept unique to FIU, to a new location with indoor/outdoor seating and a walk-up coffee window. Just outside the Graham Student Center, where the current Einstein Bros. Bagels exists, the FIU community can continue to enjoy this authentic Cuban cuisine in a new and refreshed location with later hours of operation.

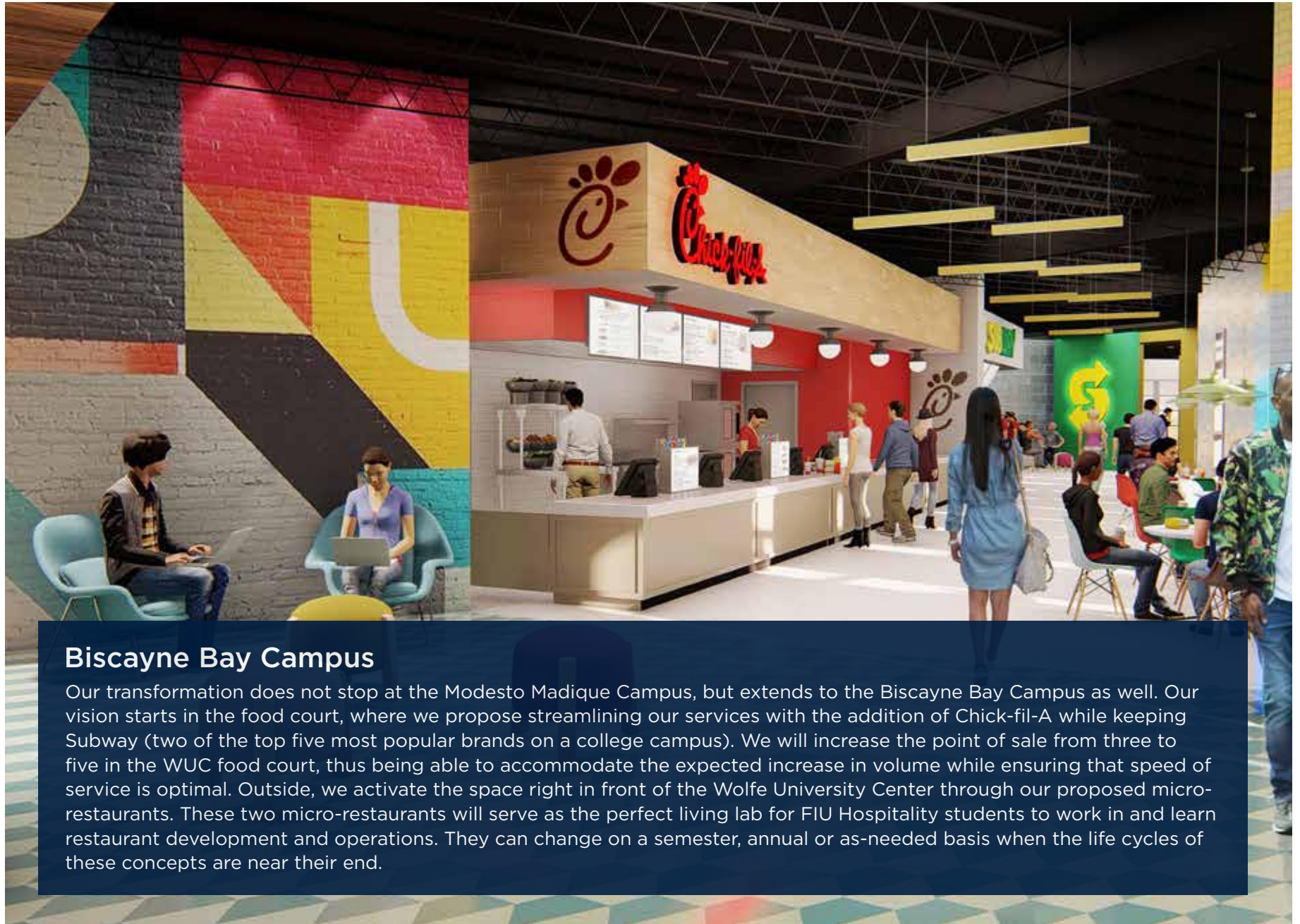




Enhancements to PG5 and the Off-Campus Student Housing along 8th Street and 109th Avenue

Our vision of activating the outdoors at FIU continues at both PG 5 and along SW 109th Avenue, where we will relocate Café Bustelo from the Graham Center where the current Salad Creations concept is. Café Bustelo will be a frequent hangout space with outside dining and an express Cuban coffee window for quick service. On SW 109th Avenue we will park our brand-new Starbucks Mobile truck and serve the more than 2,000 students coming on campus from the new off-campus community. This Starbucks truck will also be able to serve at student and athletic events throughout the year.

Misha's Cupcakes will now be replaced with Zest Local, our Fresh from Florida fruit and wellness stand, in the fall 2018 semester.



Biscayne Bay Campus

Our transformation does not stop at the Modesto Madique Campus, but extends to the Biscayne Bay Campus as well. Our vision starts in the food court, where we propose streamlining our services with the addition of Chick-fil-A while keeping Subway (two of the top five most popular brands on a college campus). We will increase the point of sale from three to five in the WUC food court, thus being able to accommodate the expected increase in volume while ensuring that speed of service is optimal. Outside, we activate the space right in front of the Wolfe University Center through our proposed micro-restaurants. These two micro-restaurants will serve as the perfect living lab for FIU Hospitality students to work in and learn restaurant development and operations. They can change on a semester, annual or as-needed basis when the life cycles of these concepts are near their end.



MARKETING AND STUDENT SERVICES ENHANCEMENTS

WHY STUDENTS USE DINING SERVICES SOCIAL MEDIA:

Residents

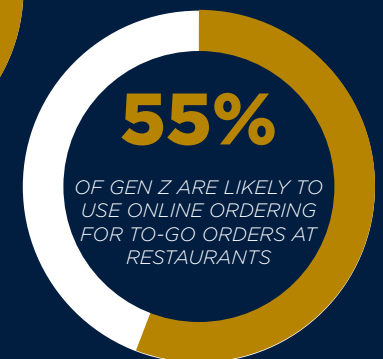
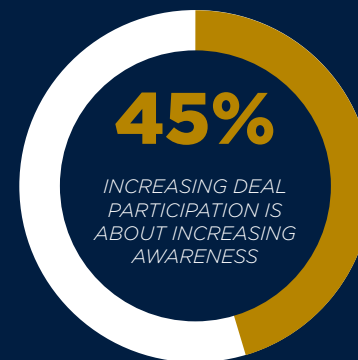
GET EXCLUSIVE OFFERS: 23%
GENERAL INFORMATION: 42%

Live Near Campus

GET EXCLUSIVE OFFERS: 34%
GENERAL INFORMATION: 34%

Commuters

GET EXCLUSIVE OFFERS: 38%
GENERAL INFORMATION: 29%



MARKETING PLAN

Aramark takes pride in our successes, such as our significant increases in customer satisfaction scores and market penetration, as well as our award-winning culinary excellence. But we are not a company that rests on our laurels; we are always striving for the most forward-thinking, targeted solutions to exceed our clients' expectations.

Our Commitment

Our laser-focused strategic approach best serves Florida International University (FIU) by delivering comprehensive solutions that will enhance the sense of campus community, engage your students, provide on-campus opportunities for local businesses, propel national recognition, and drive unparalleled customer satisfaction and financial performance. At its core, this approach strives for optimal use of resources, growth, and innovation in specific market segments and channels.

Marketing Support and Resources

Local and Regional

The FIU marketing team is supported by Missy Littrell, Regional Marketing Director, and a peer group of 19 other marketing managers in the Southeast Region. We understand the importance of a strong local marketing manager, and we are currently sourcing candidates to lead FIU's marketing team. Our FIU marketing team also has access and support from regional champions in the areas of social media, health and wellness, meal plans, retail, and sustainability.

Corporate Marketing

Our corporate focus on dining channels allocates dedicated resources to support excellence in these critical areas: residential dining, catering, camps/conferences, proprietary brands, national brands, beverage strategy, and convenience stores. Additional areas of corporate support include health and wellness, sustainability, and social media. Our channel growth experts will identify and maximize distinct sources of revenue and profit for FIU that can be measured and managed to drive performance.

FIU will benefit from:

- Targeted expertise in each of the channels and focused technical support for your account
- Extensive employee training
- Systems designed and developed specifically to support retail brands
- A new division operating in support of our proprietary and national brands
- Focused operational excellence in retail dining
- Brand mix expertise
- Marketing and promotion expertise
- Higher standards adherence
- Improved brand identity
- Improved customer satisfaction

Our expert focus on market channels provides a solid foundation for optimal results in alignment with the holistic identity and objectives for the FIU Panther Dining program. This targeted approach, crafted solely for FIU, delivers a net effect for FIU of critical mass that drives revenue growth as well as a reputation of retail and residential excellence that reflects the way of life at the University.

Marketing and Student Services Enhancements

Social Marketing

Our social media program connects with students, faculty, and staff on a more personal level. When we announce a promotion or answer a question, and those messages are amplified through social networks, we reach a broader audience and address customer needs quicker. Our on-site marketing manager handles these interactions, using social media software to gather feedback.

Data suggests that engaging with dining services on social media fosters relationships, drives weekly sales, and increases customers' perception of value. And the world of social is constantly changing. While we focus on Instagram, Facebook, and Twitter—where our students want to hear from us—we're always evaluating additional vehicles and channels that make sense and are where our students want to connect with us. In order to gain more interaction and increase our marketing reach to students, we propose a revamped strategy for social media technology utilization.



SOCIAL MEDIA ACTION PLAN

TERMS DEFINED

AUDIENCE SIZE

Audience size is the sum of people in your network for each specific channel. This is referred to as a fan or follower.

PUBLISHING ACTIVITY

Publishing activity is the count of all items posted through each channel.

ENGAGEMENT

Engagement measures audience responses to posted content. It includes all Clicks, Twitter replies, Twitter Likes, Comments, and Shares.

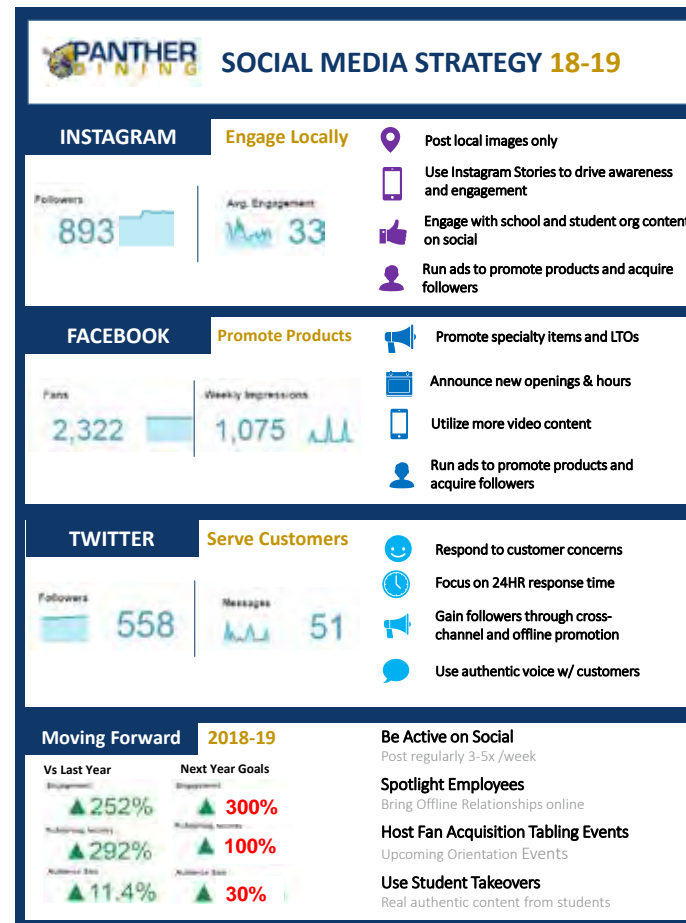
IMPRESSIONS

The number of times a post from your page is displayed, whether the post is clicked or not. People may see multiple impressions of the same post.

MESSAGES

Messages refer to the count of private Direct Messages sent through the @FIUPantherDining Twitter page to another user.

**All data and graphs are pulled from August 1, 2017 – April 30, 2018*



Meal Plans

The Right Plans at Florida International University

Our approach to meal plan design is simple, transparent, and aligned with the overall plan for your dining program. Our plan provides a balanced portfolio with attractive options for both mandatory and nonmandatory markets that drives satisfaction and creates loyal meal plan customers.

Meal Plan Options

In support of our vision to create an innovative dining program on the Florida International University (FIU) campus, we are recommending meal plan structures supportive of your entire community. Our meal plan recommendation is based on meeting the lifestyle needs of your students. We have also examined campuses similar to FIU and leveraged meal plan best practices that would be applicable to your campus community. Finally, we are keenly aware that in a true partnership, the financial model must be viable to support the investment needed to move the program to a competitive level, drive a return to the University, and provide the student consumer the price/value relationship they desire from the program. Throughout our conversations during the ITN process, we have discussed numerous meal plan models, with the final decision by the University to focus on both a First Time in College (FTIC) and an alternate All Voluntary Model.



Marketing and Student Services Enhancements

Year 1

Fall 2018/Spring 2019 Meal Plans

	DESCRIPTION	PRICE/SEMESTER	TARGET MARKET(S)
ULTIMATE 5	Any 5 days of access, Monday through Friday, with \$200 DD plus one bonus meal per day	\$2,099	Residents
ULTIMATE 7	Any 7 days of access with \$100 DD plus one bonus meal per day	\$2,149	Residents
VIP 5	Any 5 days of access with \$325 DD	\$1,949	Residents
VIP 7	Any 7 days of access with \$125 DD	\$1,949	Residents
SUPER BLOCK 150	150 meals for the semester with \$700 DD and \$200 Bonus DD	\$1,949	Residents Resimuters
SUPER BLOCK 100	100 meals for the semester with \$1,100 DD and \$100 Bonus DD	\$1,959	Residents Resimuters
SUPER BLOCK 50	50 meals for the semester with \$1,100 DD and \$100 Bonus DD	\$1,989	Residents Resimuters
<i>Mandatory (FTIC) residents can choose from any of the above meal plans. Default plan is the Ultimate 7, with the ability to downgrade to the Super Block 150 prior to move-in weekend.</i>			
ALL ACCESS T1 \$1,549 DD	\$1,549 DD for the semester	\$1,549	Residents Resimuters Commuters
ALL ACCESS T2 \$1,129 DD	\$1,129 DD for the semester	\$1,129	Residents Resimuters Commuters
ALL ACCESS T3 \$829 DD	\$829 DD for the semester	\$829	Resimuters Commuters
ALL ACCESS T4 \$499 DD	\$499 DD for the semester	\$499	Commuters
BUILD YOUR OWN BLOCK 100 MEALS	100 meals for the semester	\$820	Resimuters Commuters
BUILD YOUR OWN BLOCK 50 MEALS	50 meals for the semester	\$428	Commuters
<i>Voluntary residents, resimuters and commuters can choose any meal plan. For all students, all unused Meal Plan Dining Dollars (DD) roll over from fall to spring to summer. Unused balances forfeited thereafter to Aramark.</i>			

Year 2—First Time in College (FTIC)

Fall 2019/Spring 2020 Meal Plans

	DESCRIPTION	PRICE/SEMESTER	TARGET MARKET(S)
ULTIMATE 5	Any 5 days of access, Monday through Friday, with \$200 DD plus one bonus meal per day	\$2,133	Residents
ULTIMATE 7	Any 7 days of access with \$100 DD plus one bonus meal per day	\$2,190	Residents
SUPER BLOCK 200	200 meals for the semester with \$250 DD and \$100 Bonus DD	\$1,850	Residents Resimuters
SUPER BLOCK 150	150 meals for the semester with \$500 DD and \$100 Bonus DD	\$1,650	Residents Resimuters
<i>Mandatory (FTIC) residents can choose from any of the above meal plans. Default plan is the Ultimate 7, with the ability to downgrade to the Super Block 150 prior to move-in weekend.</i>			
SUPER BLOCK 75	75 meals for the semester with \$1,275 DD and \$100 Bonus DD	\$1,885	Residents Resimuters
ALL ACCESS T1 \$1,574 DD	\$1,549 DD for the semester	\$1,574	Residents Resimuters Commuters
ALL ACCESS T3 \$1,024 DD	\$999 DD for the semester	\$1,024	Residents Resimuters Commuters
ALL ACCESS T4 \$524 DD	\$499 DD for the semester	\$524	Commuters
BUILD YOUR OWN BLOCK 100 MEALS	100 meals for the semester	\$820	Resimuters Commuters
BUILD YOUR OWN BLOCK 50 MEALS	50 meals for the semester	\$428	Commuters
<i>Voluntary residents, resimuters and commuters can choose any meal plan. For all students, all unused Meal Plan Dining Dollars (DD) roll over from fall to spring to summer. Unused balances forfeited thereafter to Aramark.</i>			

Year 2—All Voluntary Model

Fall 2019/Spring 2020 Meal Plans

DESCRIPTION		PRICE/SEMESTER	TARGET MARKET(S)
CREATE YOUR OWN MEAL PLAN			
ULTIMATE 5	Any 5 days of access, Monday through Friday, with \$100 DD	\$1,850	Residents
ULTIMATE 7	Any 7 days of access with \$100 DD <ul style="list-style-type: none"> • Option to add Dining Dollars (DD) • Option to add VIP Package 	\$1,975	Residents
BLOCK 175	175 meals for the semester with \$100 DD and \$100 Bonus DD	\$1,650	Residents Resimuters
<i>Residents can choose from any of the above meal plans.</i>			
COMMUTER BLOCK 50	50 meals for the semester with \$100 DD	\$537	Resimuters Resimuters
ALL DD \$850	\$850 DD for the semester	\$850	Resimuters Commuters
ALL DD \$500	\$500 DD for the semester	\$500	Resimuters Commuters
COMMUTER BLOCK 25	25 meals for the semester with \$200 DD	\$425	Resimuters Commuters
<i>Resimuters and commuters can choose any meal plan. All unused Meal Plan Dining Dollars (DD) roll over from fall to spring to summer. Unused balances forfeited thereafter to Aramark.</i>			

Enhancements to the All-Voluntary Model

Over the past semester, Aramark has been piloting a “Create Your Own” meal plan model that we propose for the All-Voluntary meal plan model. This enhancement utilizes the CampusDish eCommerce platform that allows students to select and customize their meal plan based on their eating habits and lifestyle. The program is currently being piloted at University of Central Florida, and we have seen great success and positive feedback from students.

How it works

Students can select their base meal plan:

Dining on campus isn't one size fits all. Create Your Own Dining Membership allows you to design a dining membership that fits your needs and budget.

Step 1: Select the number of days you would like to access our all-you-care-to-eat Fresh Food Company.

Step 2: Each plan comes with \$100 Dining Dollars (averages to \$6.25 per week) to get you started. Not enough? Add more Dining Dollars now to get you through the semester. Dining Dollars can be used at all FIU Dining Services Locations.

Step 3: Decide if you want to add the VIP Dining Package. You get 1 swipe per day up to \$7.00 at [FIU Dining Services Locations](#).


The screenshot displays two meal plan options side-by-side. Each option features a circular icon with a sunburst effect containing the text 'UNLIMITED' and the number of days. Below each icon is the price and an 'Add To Cart' button. The 7-day plan is priced at \$1,975.00 and the 5-day plan at \$1,850.00. Below the pricing is the plan name and a bulleted list of features. At the bottom of each plan card is a 'Details' button.

Plan Name	Price	Features
Unlimited 7 Day (Per Semester)	\$1,975.00	<ul style="list-style-type: none">All You Care to Eat 7 Days a Week\$100 Dining Dollars included per semesterAdd Dining Dollars and/or VIP Dining Package
Unlimited 5 Day (Per Semester)	\$1,850.00	<ul style="list-style-type: none">All You Care to Eat 5 Days a Week\$100 Dining Dollars included per semesterAdd Dining Dollars and/or VIP Dining Package

Marketing and Student Services Enhancements

When students select the “details” option, the platform allows students to select additional Dining Dollars or add in a VIP option.

Unlimited 7 Day (Per Semester) \$1,975.00



- All You Care to Eat 7 Days a Week
- \$100 Dining Dollars included per semester
- Add Dining Dollars and/or VIP Dining Package

ADD DINING DOLLARS

No Additional Dining Dollars	Add \$100 Dining Dollars
Add \$200 Dining Dollars	Add \$300 Dining Dollars

VIP DINING PACKAGE


No VIP Dining Package	Add VIP Dining Package
-----------------------	------------------------

Unlimited Access
Unlimited access to our all-you-care-to-eat Fresh Food Company, 7 days a week.

Dining Dollars
We've started you off with \$100 Dining Dollars (averages to \$6.25 per week) which may be used at any FIU Dining Services location. You have the choice to add an additional \$100, \$200 or \$300 more in Dining Dollars!

VIP Dining Package
Want more flexibility? Add our VIP Dining Package and you'll get 1 swipe a day (up to \$7.00) to use at specific [FIU Dining Services locations](#). That's a \$784 value for just \$99 per semester.

Unlimited 7 Day (Per Semester) \$1,975.00



- All You Care to Eat 7 Days a Week
- \$100 Dining Dollars included per semester
- Add Dining Dollars and/or VIP Dining Package

ADD DINING DOLLARS

No Additional Dining Dollars	Add \$100 Dining Dollars
Add \$200 Dining Dollars	Add \$300 Dining Dollars

VIP DINING PACKAGE

No VIP Dining Package	Add VIP Dining Package
-----------------------	------------------------

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Resident students who do not choose the Unlimited 5 or 7 meal plans also have the choice of purchasing the Block 175 meal plan. Commuter students can choose from any of the meal plans (see Alternate All Voluntary Model chart).

Meal Plan Sales

We communicate to our target audiences in a variety of ways to ensure that we specifically match our messages to their needs. Through these various platforms we can convey the “who, what, when, and where” of these individualized dining memberships. Features, benefits, costs, timing, and the details of the offerings are highlighted according to the lifestyle of that audience member.

365-Day Approach: Our approach is based on the foundation that there is a meal membership that is not only appropriate for every student lifestyle, but that the right plan will support and enhance the student experience and success. To that end, we actively educate and market our meal-plans year in what we call our 365-day approach.

Additional Meal Plan Sales Resources

We understand the foundation of our dining program is going to be driven through voluntary meal plan sales. To facilitate meal plan sales, Aramark will dedicate a full time dedicated resource that will be responsible for propelling meal plan sales to the FIU community. We are currently in the process of creating the job description and sourcing candidates for this position.





PANTHER DINING | 2018 - 2019 MEAL PLAN CAMPAIGN

CATEGORY	TACTICS + ACTIONS	TARGETS	TIMING
ONLINE	2018 – 2019 meal plan options available on website Ensure all University sites are updated with new information and/or links are directing to Dining website	All students Parents Faculty/Staff	Complete
ORIENTATIONS	Presentation includes information on meal plans, benefits and savings, dining locations on campus, logistics on how to sign up, and social media engagement. - Early fall freshman orientation (presentation on day 1 and resource fair on day two) - Transfer orientation (presentation and resource fair – one day sessions) - New admitted student open house	Incoming freshman Transfer students Admitted students	May 14 – June 14 Ongoing March 3 BBC – complete April 7 – MMC – complete
DIGITAL & SOCIAL COMMUNICATION	- Social media engagement plan - Finalize social media content calendar (Twitter, Facebook, Instagram) - Email / Constant Contact - TV Screens (Graham Center, Mango, PG6, and PG5)	All students Faculty/Staff	Complete Summer calendar – May 8 Ongoing Ongoing
PRINT COLLATERAL	Collateral includes: - Meal plan brochure - Individual rack card for mandatory residents - Individual rack card for voluntary students - Individual rack card for faculty and affiliate meal plans - Meal plan contract (available in the dining office) - Posters, flyers, napkin inserts and register toppers throughout the dining locations with information on how to sign up - Researching opportunities to produce and distribute door hangers for off-campus apartment complexes	Students Faculty/Staff	Completed Completed Completed Completed Completed Completed August 2018



PANTHER DINING | 2018 - 2019 MEAL PLAN CAMPAIGN

CATEGORY	TACTICS + ACTIONS	TARGETS	TIMING
PEER-TO-PEER MARKETING	<p>Hire, train and deploy 16 to 18 FIU students to support the promotion of meal plans and the Panther Dining program during orientations and tabling events. The peer-to-peer team will utilize iPads to guide students through simple lifestyle questions that will match the student's responses to the appropriate meal plan.</p> <p>Recommended deployment times are:</p> <ul style="list-style-type: none"> - Orientation - First three weeks of each semester - Last two to three weeks of each semester for early meal plan sign up for the following semester 	All students	<p>April 2018 deployment complete</p> <p>May – June 2018</p> <p>August – September 2018</p> <p>November – December 2018</p> <p>January 2019</p> <p>April 2019</p>
UNIVERSITY PARTNERSHIPS	<ul style="list-style-type: none"> - Partner with Orientation and Admissions: meal plan ad in Panther Review magazine - Partner with ShopFIU: ad and coupon in brochure and assist in production of the pocket guide - Training sessions with the following groups: tour guides and peer advisors 	<p>All students</p> <p>Orientation ambassadors</p> <p>Peer advisors</p>	<p>Complete</p> <p>Complete</p> <p>Tour Guides – complete</p> <p>Peer Advisors – May 8</p>

Our commitment to FIU is to promote and sell meal plans throughout the year. In addition to the above strategies, we execute specific and targeted mid-semester promotions including (DB) reload campaigns and board promotions. Examples of these include DB reload with incentive, encouraging customers to purchase \$100 or more with a 10 or 20 percent bonus incentive, and mid-semester block meal plans, offering voluntary students who either didn't purchase a meal plan at the beginning of the semester or who ran out of meals to purchase a smaller block of meals to get through the remainder of the semester. Finally, we recognize that every meal plan we sell is a choice and we want to celebrate and thank our customers for their loyalty. As such, we close each semester with customer appreciation events. Most recently we hosted a burger bar, a chocolate fountain delight, and a trail mix bar in the Fresh Food Company.

Mobile Food Ordering

Innovative technology such as mobile ordering is a significant piece of the Aramark portfolio. We propose keeping our partnership with Tapingo to deliver the best mobile ordering solution to the most relevant venues. Students and staff will be able to select a location, place an order, pay, and pick up their order without ever waiting in line.

Customers using the order and pay will have a virtual solution very similar to the on-premises experience without the wait. Students can peruse concept options, view various menus, select and customize their order and pay via credit or meal plan decline balance. Their order is printed on a kitchen production printer at the designated location, and picked up and immediately placed in queue. Once the order is completed, the customer is notified via the app that their order is ready for pickup. Pickup locations allowing customers to avoid lines will vary depending on the location and time of day.

Whether it's a meal swipe, declining balance, or credit/debit card, the ability to accept all tender types is essential to delivering consistent options across campus. Application of the program is endless, and as our portfolio evolves we will continue to recommend different implementations of this technology.

Mobile Food Delivery

We have previously utilized Tapingo as our mobile pickup food ordering and delivery platform. However, as FIU has experienced this past year, the Tapingo food delivery platform has been pulling out of nearly all our higher education accounts. We understand the demand for such service not only at FIU, but throughout our dining portfolio.

We are currently in the process of looking at external vendors to meet this demand. Furthermore, we understand the increased current and projected demand with complexes such as 109 Tower and expected construction of similar apartments.

In the event that agreements with a third party vendor cannot be reached, we expect to utilize a proprietary delivery platform to meet this demand.

Key Performance Metrics and Year One Baseline

Aramark strongly believes in taking a prescriptive and consistent approach to all business models. We believe that paramount to any business success is first establishing benchmarks and targets. As part of our annual plan, Aramark will memorialize our annual targets in our FIU Dining Annual Plan as requested in this solicitation and collaborate with FIU to finalize with mutual agreement. A draft of Key Performance Metrics can be found in Attachment 11 at the end of this Best and Final Offer.



STAFFING AND CAREER OPPORTUNITIES

Hiring, training, and retaining the right employees is an experience every organization—including your campus—undergoes. Today's employees aren't simply looking for a paycheck; they're looking for a career with a company that respects and challenges them. Did you know that 51 percent of employees are not engaged and 17.5 percent are actively disengaged at work? Through our Effectiveness Framework, we not only ensure that we implement the right processes and programs to hire and train the right people, but we also provide a variety of initiatives that recognize and reward employees to keep them happy and engaged throughout their career, which increases productivity and lowers turnover.

STAFFING AND CAREER OPPORTUNITIES

We rely on managers and associates to exceed your campus' expectations every day. A major contributor of success of a best-in-class dining program is the local management team. Therefore, we seek the most dedicated, talented managers who can drive the FIU Dining Program "worlds ahead." Based on the feedback we received from the selection committee, we are currently sourcing candidates for marketing and catering positions.

As we are looking at candidates to fill these management positions, please note that we are able to source talent through a number of channels: internal development and mobility, external sourcing, and our enterprise hiring system.

Internal Hires

Creating fast, high-quality outcomes often requires experienced Aramark management talent. Our leadership and human resource teams conduct scheduled people planning sessions to assess talent at the national, regional, and district levels. The result is a roster of talent ready for new opportunities and a canvas of high-performing people. We source internal talent through robust in-sector and across-sector talent discovery conversations. We're proud that nearly 50 percent of our hires are among our high performing, internal employee base.

External Hires

Attracting the best and brightest talent requires the dedicated efforts of our talent acquisition team. Recruiters with deep expertise in culinary, management, operations, finance, and technology source more than 7,000 staff and management hires yearly. We source by networking with our employees and associates across the company, trade associations, diversity networks, and specialized sources of people with disabilities. Relationships with veterans groups support military hiring and our Employee Resource.

Groups embrace workplace communities for women, Latinos, cross-generational workers, veterans, and the LGBTQ community. In preparation for hiring, candidates are introduced to the company during the screening and selection process. Qualified candidates are presented to hiring managers for review. Our hiring leaders work in collaboration with leadership and our human resources partners to select the best talent.

The following pages give job description details for the marketing manager and catering manager positions at FIU.

Staffing and Career Opportunities

Catering Manager

DESCRIPTION

The catering manager position is vital to achieving excellent customer service and executing catering events. The catering manager is responsible for supervision and support in planning catering events of varying sizes and levels in both on-campus and off-campus locations. The manager ensures that all higher education catering brand standards and initiatives are consistently achieved.

PREFERRED QUALIFICATIONS

- Qualifies sales opportunities through inquiries and prospecting to maximize revenue potential.
- Inputs data to generate proposals, contracts, BEOs, updates client files, and enters information into CaterTrax.
- Follows up with all clients through phone calls, letters, and site tours in order to secure contracts and ensure customer satisfaction.
- Assists with booking of events, selecting and costing menu items, and pricing as needed.
- Greets and serves all clients/groups to ensure satisfaction
- Manages and executes events in a fast-paced environment.
- Verifies, from the booking report, that all files are made and that all bookings are confirmed in a timely manner.
- Provides phone support, creates correspondence, and provides backup support for the managers as well as administrative staff.
- Directs mail campaigns or e-blasts as needed.
- Creates and maintains reports as needed to assist with the sales effort.
- Assist with hiring, discipline, performance reviews, and initiating pay increases of employees.
- Coordinates activities with other internal departments. Participates in management team meetings. Interfaces with vendors and key service users within client organization.
- Facilitates external customer relations; represents Aramark and the client at any and all meetings and events.

REQUIRED QUALIFICATIONS:

- Good interpersonal communication skills
- Excellent Customer Service Skills
- Ability to work in a team environment
- Ability to meet sales goals consistently
- Strong attention to detail

Marketing Manager

DESCRIPTION

The marketing manager will support Aramark at the Florida International University. As a marketing manager working with the higher education marketing team, you will partner in the development, implementation, and evaluation of marketing programs and strategies. Specifically supports business strategies and projects, including but not limited to sales growth, market penetration, customer retention, quality, image, improved profit margins and improved market share. Also, the position is responsible for supporting the operations manager.

PREFERRED QUALIFICATIONS

- Marketing research/data collection
 - Focus groups, surveying, campus mapping, trend development, Gen Z research, competitive pricing analysis, etc
- Strategic planning/innovation/creativity
 - New strategies and tactics for promoting existing or new locations, etc. to enhance sales and customer satisfaction
- Sales
 - Annual meal plan campaigns, including oral and written presentations, to various target groups (e.g., on-campus residents, commuters, faculty and staff, etc.)
- Marketing
 - Special events, promotions, marketing collateral, media interaction, public relations, etc.
- Relationship building
 - Interaction with clients, university department heads, student organizations, community groups, etc.

REQUIRED QUALIFICATIONS:

- Ability to increase sales and measure the impact/ROI on implementation of programs
- Ability to be proactive and assertive in identifying and capturing growth opportunities, as well as thinking creatively and strategically.
- Excellent interpersonal skills, including presentation, public speaking and client interaction skills
- Strong knowledge of social media and MS Office products

Student Employment Initiatives

As outlined in our proposal, we currently run a successful student internship program in coordination with the Chaplin School of Hospitality and Tourism Management. For several years, Panther Dining has selected interns through a competitive process that allows these students to get hands-on experience in the fields of hospitality management, business administration, and other fields that align with our day-to-day business. The goal is simple: to develop these students to become future managers and create a stronger sense of loyalty to FIU.

While we understand that hands-on job experience is important for student education and development, it is important that these students receive employment after graduation. Aramark's Accelerate to Leadership (A2L) program is a year-long management training program designed to accelerate the orientation of new college hires by providing systematic and rotational opportunities in operational, functional, and leadership skills. Participants in A2L are prepared for management positions in a variety of functions for future leadership opportunities.

We commit to identifying FIU as a core recruiting school for our A2L program. Through this commitment, we will offer a minimum of 30 offers to well-qualified FIU graduates through this program. The starting rate at the time of contract execution is expected to start at approximately \$48,000 per year, and offers graduates exciting opportunities at Aramark through all our lines of business across the country.





CONCESSIONS

It's an exciting time for FIU Athletics. You've always had a tradition of elite athletes and championship performance, and with supplemental services from Aramark, we have an opportunity to establish elite, championship traditions in food and beverage performance as well. We know your athletes will do their best on the field, on the court, and on the track, so you deserve a food and beverage partner that will bring the same level of performance to your events. As an elite player in the NCAA and professional sports world, there's no better partner than Aramark.

CONCESSIONS

Our goal: by incorporating products, ideas, and technology, we ensure enhanced fan satisfaction and speed of service and drive revenues. Our recommendations include:

- Newly revamped menus
- Variety in stands at different price points
- Traditional fanfare and classic favorites
- Robust NPO program with experienced teams
- Dedicated team members

A Few Words on Pricing

As we created these menus, we explored ways to add value for every type of fan. Thus, our pricing and portions are aligned with the competitive landscape and similar facilities in the region and Conference USA. We also take into consideration the perception of pricing among college students. This is coupled with data and spending trends from campuses Aramark serves to develop pricing that balances value with opportunities to maximize revenue.

Local Partnerships

Throughout our Panther Dining operation, we have leveraged our South Florida partnerships to bring exciting concepts to campus. We hope to continue leveraging those relationships to bring exciting and new local concepts for fans to experience during game days.

Personnel, Staffing and Training

A Plan for Nonprofits (NPOs)

Working with hundreds of nonprofit organizations (NPOs) around the country, we have developed an effective approach to recruiting and creating a fun yet safe and efficient working environment for NPOs. We will welcome volunteers onto our team, providing support with our full-time staff and ensuring that their experience with us is as great as that of the guests. With our strong presence among the FIU community, we also are deeply committed to and involved with many community organizations, including student organizations.

NPO Recruitment

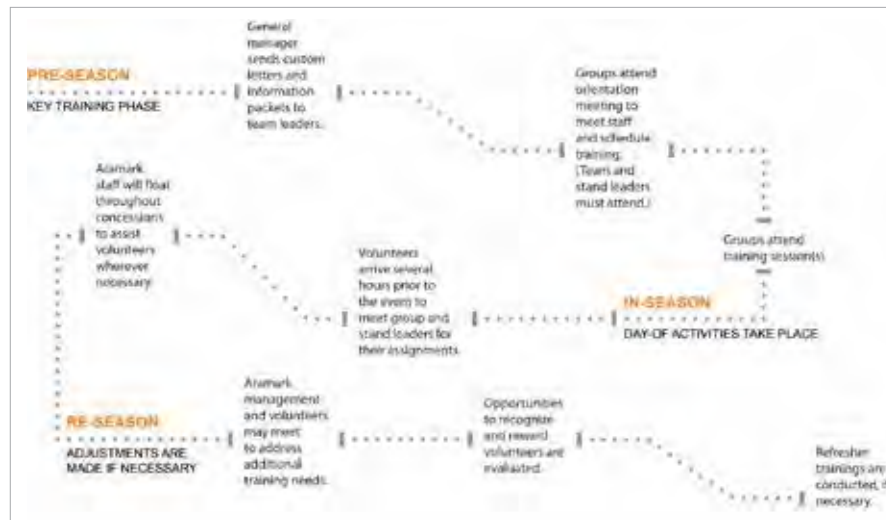
We will work to extend any opportunities to groups that may have worked with the current concessions vendor. We will also reach out and recruit other groups that may want to become part of the Panther experience. We lend corporate resources to your team on-site, equipping them with the tools to generate awareness about NPO opportunities at WKU Athletics' venues. These include:

- NPO open house tool kit
- Dedicated promotional tactics, including advertising and public relations
- On-campus advertising and grassroots recruiting efforts with key organizations such as fraternities, sororities, and clubs

Concessions

Nonprofit Training

We recognize the important role nonprofit organizations (NPOs) will play in shaping the Panther experience. Prior to the beginning of every season, leaders from volunteer groups and NPOs must attend a meeting and training session. The meeting agenda includes a short food handling and safety course, hospitality training, alcohol awareness, and Safe S.T.E.P., in addition to an overview of rules and protocols for all venues at which NPOs will serve. We discuss topics such as money handling, safe food temperatures, and other guidelines. All NPO groups successfully complete the food handlers' class, administered by the local health department. Each group is also presented with a nonprofit group manual. We carefully review this training aid so group leaders can train their volunteers. It is essential that all volunteers be aware of the necessary guidelines and protocols when they arrive for their scheduled event. Of course, members of our team will be available at the meeting to provide instruction, answer questions, and give assistance as needed.



Training Program for Employees Serving Alcoholic Beverages

As an organization, Aramark takes our role in responsible serving of alcoholic beverages very seriously. As a policy, no employee may serve alcohol until he/she has successfully completed a thorough alcohol training program. While we recognize that the sale of alcoholic beverages at NCAA events is limited, we ensure that our employees are trained to handle all situations involving alcohol.

No one may sell or serve alcoholic beverages unless they hold a current, active, and valid certification in an approved alcoholic beverage service training program.

TIPS

The TIPS program is provided by Health Communications, Inc. and offers a comprehensive training program for servers of alcohol. Concessions workers are trained in a three-hour program, while waitstaff are certified in a six-hour program. Retail outlet workers who sell alcohol “to go” are certified in a one-hour program. The server certification is good for three years, while the trainer’s certification must be renewed every year.

Structured for Success

People are our most valuable asset. At FIU, you have experienced that commitment continuously on campus since 1994. Aramark is proud of our team; we believe in our people and their commitment to deliver stellar service. Our people are talented, engaged, passionate and diverse, as demonstrated daily in our operations. Throughout our proposal, we have emphasized our belief that true partnership, true teamwork, and true collaboration are essential to winning together with our clients.

Partnering with Aramark not only guarantees that FIU will receive comprehensive on-site management and resources, but Aramark also provides the connected, engaged involvement of a regional team to ensure that our general managers and clients have access to senior support on a regional level. Our teams and the University have a direct link to Aramark's unparalleled corporate resources and infrastructure.

The concessions team will be responsible for coordinating the efforts of all FIU athletics and dining employees, ensuring staffing needs are being met for all venues and events. Our team will maintain our strong relationship with the FIU Athletics Department, and with the assistance of our Panther Dining team ultimately be responsible for the performance of the concessions operations.

Athletics Commissions

Aramark proposes commissions for Athletic Concessions of 15 percent. This includes all athletic events where concessions will be provided by Aramark.

Sample Concessions Menu

Item	Price
Hot dog	\$4.00
Pizza	\$5.00
Pretzel	\$4.00
Soda Bottle	\$4.00
Water	\$4.00
Burger	\$5.00
Candy	\$2.00
Chicken Sandwich	\$6.00
Chips	\$3.00
Churro	\$4.00
Coffee	\$2.00
Cracker Jack	\$4.00
Peanuts	\$4.00
Sunflower Seeds	\$2.00
Popcorn SM	\$3.00
Popcorn LG	\$5.00
Fountain Soda	\$4.00
Gatorade	\$4.00
Nachos	\$6.00
Rockstar	\$6.00
Sausage	\$5.00
16 oz. Beer Domestic	\$6.00
Craft/Import	\$7.50



REVISED FINANCIAL OFFERING

Aramark places tremendous value on our partnership with Florida International University. As one of the largest public universities in the country, FIU is at the forefront of developing, through education and innovation, leaders who are well prepared to shape the future of the nation and the world. Through the course of our partnership, we have been successful in leveraging your strong brand name and the high caliber reputation of the dining services program at FIU to introduce new concepts, innovation and pilot programs that have aided the University in recruitment and retention and resulted in strong financial return. Our intent is to continue to leverage these assets and the partnership to establish preeminence amongst peer institutions.

As requested, Aramark is pleased to submit our latest financial offer. In this section, we have responded to all required assumptions and requests and designed the financial options to shift any risk from Florida International University. By offering an unrestricted grant, a 100% guaranteed commission structure and additional in-year return Aramark provides Florida International University with the benefit of predictable revenue streams enabling the University to prepare for more informed decisions regarding your broader strategic goals.

CAPITAL INVESTMENT

Aramark proposes a capital investment plan that supports the capital development of residential and retail dining outlets in this proposal in the proposal and Best and Final Offer. Capital Investments stay consistent regardless of meal plan or financial model option chosen, and are funding up to the amount outlined. Our capital investment schedule is below:

LOCATION	PROJECT	INVESTMENT UP TO	TIMING
GRAHAM CENTER	Fresh Food Co. Refresh	\$600,000	Fall 2018
PG5	Chick-Fil-A Refresh	\$200,000	Fall 2018
MOBILE	Starbucks Truck	\$250,000	Fall 2018
GREEN LIBRARY	Starbucks Seating, Tapingo, and Storage	\$550,000	Winter 2018
GREEN LIBRARY	P.O.D. Express	\$250,000	Winter 2018
GRAHAM CENTER	Chili's Patio and Refresh	\$1,200,000	Winter 2018
GRAHAM CENTER	Sergio's Refresh and Expansion	\$750,000	Summer 2019
TOTAL YEAR 1 INVESTMENT: \$3,800,000			
GRAHAM CENTER	Panera	\$1,200,000	Summer 2019
MMC	Worlds of Taste Pavilion	\$3,500,000	Summer 2019
BBC	Chick-Fil-A and Two (2) Outdoor Pods	\$1,350,000	Fall 2019
GRAHAM CENTER	Faculty Club	\$450,000	Fall 2019
PG5	PG5 Food Court	\$1,050,000	Fall 2019
STADIUM	Athletics Kitchen	\$1,100,000	Fall 2019
TOTAL YEAR 2 INVESTMENT: \$8,650,000			
MMC	New Heritage Market	\$6,000,000	Fall 2020
GRAHAM CENTER	Graham Cener Food Court (Chipotle)	\$1,700,000	Fall 2020
TOTAL YEAR 3 INVESTMENT: \$7,700,000			
MANGO	Starbucks Refresh	\$500,000	Fall 2021
TOTAL YEAR 4 INVESTMENT: \$500,000			
TBD	Future Dining Refresh/Renovation	\$750,000	TBD
TOTAL YEAR 5 INVESTMENT \$750,000			
TOTAL INVESTMENT (UP TO) \$21,400,000			

FRESHMAN MANDATORY MEAL PLAN MODEL (30 CREDIT HOURS OR LESS)

Projected Revenue and 2% or CPI Commitment:

Projected revenue exceeds \$294,000,000 over the term of a ten-year agreement with no greater than a 2% annual rate increase assumed. Revenue was projected based on the following:

- Historical run rates from the current program and comparable locations
- Data-driven facts based on data derived from our dedicated Retail team including the best performing retail brands across our portfolio of similar accounts in scope, size and stature
- Overall market potential for on-campus retail services
- New sales associated with newly renovated neighborhoods and new venues on both campuses

\$1,000,000 Annual Unrestricted Grant:

Aramark is offering a \$1,000,000 unrestricted grant to be paid in annual installments of \$100,000 per year. We are proposing to make payment to the University beginning in October of 2018.

Return to University	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Unrestricted Grant	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$1,000,000

Commissions:

100% Guaranteed Commissions: We understand that budget predictability and the highest level of return are top priorities for the University. As such, Aramark is offering to eliminate all risk from Florida International University and are guaranteeing 100% annual commissions return in the amount of \$2,500,000 per year for the term of a ten year agreement based on the proposed transformation schedule. In the event the University grows and we open new neighborhoods on campus, we will mutually agree upon an **increased** guaranteed commission. In addition, if at any point during the term of the agreement, the University increases our annual rates by 3% or greater we will mutually agree upon an **increased** guaranteed commission.

Return to University	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Guaranteed Commissions	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$25,000,000

Unused Declining Balance Commissions: Aramark is proposing to pay the University 10% on all unused declining balance at the end of the summer sessions. This is in addition to the above-mentioned annual guarantee.

Athletics Commissions: Aramark has proposed a commission structure for the concessions venues. This is in addition to the above mention annual guarantee.

Capital Investment:

Aramark is pleased to present the University with a robust transformation vision and the capital to fund the entire vision. We are offering up to \$21,400,000 in capital to fund the vision that includes an 8% contingency fund **AND** the 3% Facility support surcharge.

Return to University	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Capital Investment	\$298,000	\$1,647,000	\$2,349,000	\$2,356,000	\$2,448,000	\$2,590,000	\$2,590,000	\$2,590,000	\$2,590,000	\$1,942,000	\$21,400,000

Annual Unrestricted Grant for Exclusivity:

In response to exclusivity, Aramark is offering \$50,000 per year for rights of exclusivity excluding the locations listed in the ITN. We are proposing to make payment to the University beginning in October of 2018.

Return to University	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Exclusivity	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$500,000

Revised Financial Offering

Annual Brand Refresh Funding:

In addition to the significant investment offered which includes funding for the upcoming mandatory brand refreshes for Chick-fil-A at PG5 and Starbucks in the MANGO building, we are offering an additional \$1,650,000 of refresh funding according to the following schedule. In addition to the following Refresh Funding schedule, we have offered \$750,000 dining improvement funding in our capital investment schedule in year 5 of the agreement. Offering this funding as capital allows us to amortize the funds.

Return to University	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Refresh Funding	\$0	\$0	\$500,000	\$0	\$0	\$550,000	\$0	\$0	\$600,000	\$0	\$1,650,000

Annual Food Credit:

Aramark is offering a food credit as a % of sales which equals approximately \$100,000 annually based on current spend patterns. Food purchases are based on volume and program and could increase as we introduce a renovation to the Fresh Food Co. and the new Heritage Market and increase our voluntary meal plan membership and participation.

Return to University	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Food Credit *est. on Purchases	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$1,000,000

In-Kind Catering Credit:

Aramark is offering an annual in-kind catering credit at standard retail pricing for the University to use at its discretion. Unused funding shall roll over from year to year.

Return to University	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
In-Kind Catering	\$275,000	\$283,000	\$292,000	\$300,000	\$310,000	\$319,000	\$328,000	\$338,000	\$348,000	\$359,000	\$3,152,000

Student Internship Funding:

Aramark is offering an annual student internship fund up to \$10,000 per year. We are proposing payment to begin in October of 2018.

Return to University	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Student Internship	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$100,000

Student Scholarship Funding:

Aramark is offering an annual student scholarship fund up to \$10,000 per year. We are proposing payment to begin in July of 2018.

Return to University	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Scholarship	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$100,000

Utility Payment:

Aramark is eliminating our request for a cap to be placed on annual utilities and are projecting the following expenses to be paid in full.

Return to University	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Utility & Waste Removal	\$462,000	\$507,000	\$555,000	\$570,000	\$590,000	\$606,000	\$622,000	\$639,000	\$656,000	\$674,000	\$5,881,000

Paid Taxes:

Pursuant to discussions, Aramark shall pay tax on revenue sources to the University to include: investment, food credits, commissions and unrestricted grants. We are projecting the following expenses to be paid by Aramark for taxes.

Return to University	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Taxes Paid on Annual Return & Investment	\$218,000	\$312,000	\$362,000	\$362,000	\$369,000	\$379,000	\$379,000	\$380,000	\$380,000	\$335,000	\$3,476,000

SELECTED WORKBOOK TABS

Commission Rates

APPENDIX VIII - FINANCIAL WORKBOOK
 FLORIDA INTERNATIONAL UNIVERSITY
 COMMISSIONS PAYABLE TO THE UNIVERSITY

VENDOR: Aramark Educational Services, LLC

1. Sales Commissions

Commissionable revenue includes Cash/Check, Credit Card, Debit Card, FIU One Card, Meal Plan Dining \$, and Departmental Purchases

Current Name	Proposed Name	Subcontracted? (Yes/No)	Commission Rate
MMC			
Retail Sales (inclusive of Meal Plan Dining \$)			
Fresh Food Co. - Door Sales (Graham Center)	Fresh Food Co. - Door Sales (Graham Center)	No	Fixed - see below chart
POD Market (Breezeway)	POD Market (Breezeway)	No	Fixed - see below chart
Express (Green Library)	Express (Green Library)	No	Fixed - see below chart
Starbucks (Green Library)	Starbucks (Green Library)	No	Fixed - see below chart
Miro's Food Truck (Green Library)	Miro's Food Truck (Green Library)	Yes	Fixed - see below chart
Faculty Club (Graham Center)	Faculty Club (Graham Center)	No	Fixed - see below chart
Almazar (Graham Center)	Almazar (Graham Center)	Yes	Fixed - see below chart
Burger King (Graham Center)	Burger King (Graham Center)	No	Fixed - see below chart
Café Bustelo (Graham Center)	Café Bustelo (Graham Center)	No	Fixed - see below chart
Chili's (Graham Center)	Chili's (Graham Center)	No	Fixed - see below chart
Einstein Bros. Bagels (Graham Center)	Einstein Bros. Bagels (Graham Center)	No	Fixed - see below chart
Jamba Juice (Graham Center)	Jamba Juice (Graham Center)	No	Fixed - see below chart
Pollo Tropical (Graham Center)	Pollo Tropical (Graham Center)	No	Fixed - see below chart
Subway (Graham Center)	Subway (Graham Center)	No	Fixed - see below chart
Sushi Maki (Graham Center)	Sushi Maki (Graham Center)	Yes	Fixed - see below chart
Panda Express (MANGO)	Panda Express (MANGO)	No	Fixed - see below chart
Starbucks (MANGO)	Starbucks (MANGO)	No	Fixed - see below chart
Taco Bell (MANGO)	Taco Bell (MANGO)	No	Fixed - see below chart
Chick-fil-A (Parking Garage 5)	Chick-fil-A (Parking Garage 5)	No	Fixed - see below chart
Dunkin Donuts (Parking Garage 5)	Dunkin Donuts (Parking Garage 5)	No	Fixed - see below chart
Misha's Cupcakes (Parking Garage 5)	Misha's Cupcakes (Parking Garage 5)	Yes	Fixed - see below chart
Sergio's Cuban Café & Grill (Parking Garage 5)	Sergio's Cuban Café & Grill (Parking Garage 5)	No	Fixed - see below chart
Moe's Southwest Grill (Parking Garage 5)	Moe's Southwest Grill (Parking Garage 5)	No	Fixed - see below chart
Papa John's Pizza (Parking Garage 5)	Papa John's Pizza (Parking Garage 5)	No	Fixed - see below chart
Salad Creations (Parking Garage 5)	Salad Creations (Parking Garage 5)	Yes	Fixed - see below chart
Half Moon Empanadas (Parking Garage 6)	Half Moon Empanadas (Parking Garage 6)	Yes	Fixed - see below chart
Tropical Café Smoothies (Recreation Center)	Tropical Café Smoothies (Recreation Center)	Yes	Fixed - see below chart
Heritage Market	Heritage Market	No	Fixed - see below chart
Panera	Panera	No	Fixed - see below chart
Chipotle / GC Food Court	Chipotle / GC Food Court	No	Fixed - see below chart
Market Pavillion	Market Pavillion	No	Fixed - see below chart
Meal Plans			
All Meal Plans (exclusive of Meal Plan Dining \$)	All Meal Plans (exclusive of Meal Plan Dining \$)	No	Fixed - see below chart
Other			
Catering	Catering	No	Fixed - see below chart
Athletic Catering	Athletic Catering	No	Fixed - see below chart
Alcohol	Alcohol	No	Fixed - see below chart
Summer Conferences & Camps	Summer Conferences & Camps	No	Fixed - see below chart
BBC			
Retail Sales (inclusive of Meal Plan Dining \$)			
Starbucks (Hubert Library)	Starbucks (Hubert Library)	No	Fixed - see below chart
Moe's Southwest Grill (Wolfe Center)	Moe's Southwest Grill (Wolfe Center)	No	Fixed - see below chart
Grille Works (Wolfe Center)	Grille Works (Wolfe Center)	No	Fixed - see below chart
Subway (Wolfe Center)	Subway (Wolfe Center)	No	Fixed - see below chart
Chick-fil-A	Chick-fil-A	No	Fixed - see below chart
Other (Specify)			
Other (Specify)			
Other			
Catering			
Unused DB Drop	Declining Balance	No	10.0%
Concessions	Concessions	No	15.0%
Other (Specify)			

2. Guaranteed Minimum Commission (\$ from all commissionable revenue streams)

FY 18-19	\$	2,500,000	* Commissions on concessions and commissions on DB drop would be in addition to this number
FY 19-20	\$	2,500,000	* Commissions on concessions and commissions on DB drop would be in addition to this number
FY 20-21	\$	2,500,000	* Commissions on concessions and commissions on DB drop would be in addition to this number
FY 21-22	\$	2,500,000	* Commissions on concessions and commissions on DB drop would be in addition to this number
FY 22-23	\$	2,500,000	* Commissions on concessions and commissions on DB drop would be in addition to this number
FY 23-24	\$	2,500,000	* Commissions on concessions and commissions on DB drop would be in addition to this number
FY 24-25	\$	2,500,000	* Commissions on concessions and commissions on DB drop would be in addition to this number
FY 25-26	\$	2,500,000	* Commissions on concessions and commissions on DB drop would be in addition to this number
FY 26-27	\$	2,500,000	* Commissions on concessions and commissions on DB drop would be in addition to this number
FY 27-28	\$	2,500,000	* Commissions on concessions and commissions on DB drop would be in addition to this number
Renewal Yrs.		To be mutually agreed upon	
Renewal Yrs.		To be mutually agreed upon	

Exclusivity

APPENDIX VIII - FINANCIAL WORKBOOK
FLORIDA INTERNATIONAL UNIVERSITY
COMMISSIONS PAYABLE TO THE UNIVERSITY

VENDOR: Aramark Educational Services, LLC

- 1. Full Exclusivity
Provide an offer (lump sum, additional commission %, etc) for Full Exclusivity on MMC & BBC

\$ 50,000 PER YEAR

Revised Financial Offering

Year 1-10 Meal Plan Projections

APPENDIX VIII - FINANCIAL WORKBOOK
 FLORIDA INTERNATIONAL UNIVERSITY
 YEAR 1-10 MEAL PLAN PROJECTIONS

VENDOR: Aramark

INSTRUCTIONS

- The meal plan subscriptions and pricing provided are not a guarantee and are for modeling purposes for the ITN.
- For Year 1, you MUST use the meal plan types, and Mandatory meal plan subscription rates provided in the spreadsheet without deviation or addition.
You may add in the number of Voluntary meal plan subscriptions.
- For Years 2-10 Mandatory plans, you MUST use the meal plan types and meal plan subscription rates provided in the spreadsheet without deviation or addition **except for the All Access \$100DD.**
Adjust the number of mandatory All Access \$100DD subscriptions so that the total number of ALL (mandatory and voluntary) meal plans is 31,087.
- For Years 2-10 Voluntary plans, you MUST use the meal plan types provided in the spreadsheet, without deviation or addition. However, you MAY change the number of Voluntary meal plan subscriptions to the extent you believe you can grow this business.
- Employee & Affiliate current meal plans to continued to be offered through contract, even though not shown on this worksheet.
- Early Fall (Summer B) has specific plans beginning on Row 32 in Year 1. The BYOB 50 Meals can be used for Early Fall (Summer B), Fall Semester & Spring Semester.
- The yellow highlighted cells indicate revised numbers provided on this worksheet.

Meal Plans	FY18-19 Price per Term	Dining \$ Included in Plan	Early Fall (Summer B)		Fall Semester		Spring Semester		Total AYCE Revenue Component	Total Estimated Meal Plan Dining \$	Total Estimated Meal Plan Revenue
			Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions	Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions	Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions			
Ultimate 5 (any 5 days of access +bonus meal)	\$ 2,099	\$ 200	-	-	133	17	133	17	\$ 569,700	\$ 60,000	\$ 629,700
Ultimate 7 (all access + bonus meal)	\$ 2,149	\$ 100	-	-	201	43	201	39	\$ 991,716	\$ 48,400	\$ 1,040,116
VIP5 (any 5 days of access)	\$ 1,949	\$ 325	-	-	357	41	357	27	\$ 1,269,968	\$ 254,150	\$ 1,524,118
VIP7 (all access)	\$ 1,949	\$ 125	-	-	402	46	402	43	\$ 1,628,832	\$ 111,625	\$ 1,740,457
SBLK150 Meals +\$700DD +\$200 Bonus DD	\$ 1,949	\$ 900	-	-	144	15	144	15	\$ 333,582	\$ 286,200	\$ 619,782
SBLK100 Meals +\$1,100DD +\$100 Bonus DD	\$ 1,959	\$ 1,200	-	-	63	14	63	15	\$ 117,645	\$ 186,000	\$ 303,645
SBLK50 Meals +\$1,550DD +\$100 Bonus DD	\$ 1,989	\$ 1,650	-	-	117	15	117	18	\$ 90,513	\$ 440,550	\$ 531,063
All Access T1 \$1,549DD	\$ 1,549	\$ 1,549	-	-	-	75	-	77	\$ -	\$ 235,448	\$ 235,448
All Access T2 \$1,129DD	\$ 1,129	\$ 1,129	-	-	-	40	-	44	\$ -	\$ 94,836	\$ 94,836
All Access T3 \$829DD	\$ 829	\$ 829	-	-	-	109	-	123	\$ -	\$ 192,328	\$ 192,328
All Access T4 \$499DD	\$ 499	\$ 499	-	-	-	36	-	77	\$ -	\$ 56,387	\$ 56,387
BYOB 100 Meals	\$ 820	\$ -	-	-	-	14	-	8	\$ 18,040	\$ -	\$ 18,040
BYOB 50 Meals	\$ 428	\$ -	-	-	-	61	-	40	\$ 43,228	\$ -	\$ 43,228
VIP5 (any 5 days of access)	\$ 785	\$ 150	139	-	-	-	-	-	\$ 88,265	\$ 20,850	\$ 109,115
VIP7 (all access)	\$ 785	\$ 100	91	-	-	-	-	-	\$ 62,335	\$ 9,100	\$ 71,435
Ultimate 5 (any 5 days of access +bonus meal)	\$ 845	\$ 125	23	-	-	-	-	-	\$ 16,560	\$ 2,875	\$ 19,435
Ultimate 7 (all access + bonus meal)	\$ 845	\$ 75	54	-	-	-	-	-	\$ 41,580	\$ 4,050	\$ 45,630
Global Block 75	\$ 642	\$ -	-	-	-	-	-	-	\$ -	\$ -	\$ -
BYOB 25 Meals	\$ 214	\$ -	-	-	-	-	-	-	\$ -	\$ -	\$ -
All Access T1 \$775DD	\$ 775	\$ 775	-	-	-	-	-	-	\$ -	\$ -	\$ -
All Access T2 \$350DD	\$ 350	\$ 350	-	-	-	-	-	-	\$ -	\$ -	\$ -
All Access T3 \$250DD	\$ 250	\$ 250	-	-	-	-	-	-	\$ -	\$ -	\$ -
Total			307	0	1,417	526	1,417	543	\$ 5,271,964	\$ 2,002,799	\$ 7,274,763

- The calculated Mandatory AYCE Revenue must tie out to the Mandatory AYCE Revenue line in your pro forma projections.
- The calculated Voluntary AYCE Revenue must tie out to the Mandatory AYCE Revenue line in your pro forma projections.
- The calculated Total Estimated Meal Plan Dining \$ must tie out to the Mandatory AYCH Revenue line in your pro forma projections.

Mandatory Revenue	\$ 4,640,676	\$ 1,259,325	\$ 5,900,001
Voluntary Revenue	\$ 631,288	\$ 743,474	\$ 1,374,762

Year 2		Early Fall (Summer B)		Fall Semester		Spring Semester		Total AYCE Revenue Component	Estimated Meal Plan Dining \$	Total Estimated Meal Plan Revenue	
Meal Plans	FY19-20 Price per Term	Dining \$ Included in Plan	Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions	Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions	Estimated Mandatory Subscriptions				Estimated Voluntary Subscriptions
Ultimate 5 (any 5 days all access)	\$ 2,137	\$ 200			124	38	124	41	\$ 633,476	\$ 65,408	\$ 698,884
Ultimate 7 (all access)	\$ 2,190	\$ 100			204	56	204	60	\$ 1,096,163	\$ 52,448	\$ 1,148,611
SBLK 200 Meals +\$250DD +\$100 Bonus DD	\$ 1,850	\$ 350			321	56	321	60	\$ 1,137,720	\$ 265,468	\$ 1,403,188
SBLK 150 Meals +\$500DD +\$100 Bonus DD	\$ 1,650	\$ 600			374	48	374	52	\$ 890,232	\$ 508,704	\$ 1,398,936
SBLK 75 Meals +\$1,275DD +\$100 Bonus DD	\$ 1,885	\$ 1,375			179	158	179	171	\$ 350,186	\$ 944,130	\$ 1,294,316
All Access \$1,549DD + \$25 add on	\$ 1,574	\$ 1,574			-	144	-	156	\$ -	\$ 471,444	\$ 471,444
All Access \$999DD + \$25 add on	\$ 1,024	\$ 1,024			-	231	-	249	\$ -	\$ 492,012	\$ 492,012
All Access \$499DD +\$25 add on	\$ 524	\$ 524			-	434	-	469	\$ -	\$ 473,025	\$ 473,025
All Access \$100DD	\$ 100	\$ 100			-	-	-	-	\$ -	\$ -	\$ -
Ultimate 5 (any 5 days all access)	\$ 859	\$ 125	179	-	-	-	-	-	\$ 131,386	\$ 22,375	\$ 153,761
Ultimate 7 (all access)	\$ 860	\$ 75	163	-	-	-	-	-	\$ 127,955	\$ 12,225	\$ 140,180
Global Block 75 Meals	\$ 655	\$ -	-	-	-	-	-	-	\$ -	\$ -	\$ -
All Access T1 \$775DD	\$ 775	\$ 775	-	-	-	-	-	-	\$ -	\$ -	\$ -
All Access T2 \$350DD	\$ 350	\$ 350	-	-	-	-	-	-	\$ -	\$ -	\$ -
All Access T3 \$250DD	\$ 250	\$ 250	-	-	-	-	-	-	\$ -	\$ -	\$ -
Total			342	0	1,202	1,165	1,202	1,258	\$ 4,367,119	\$ 3,307,239	\$ 7,674,358
Refunded Dining Dollars (\$100DD Plan Only)											
Total Estimated Meal Plan Dining \$									\$ 3,307,239		

- The calculated Mandatory AYCE Revenue must tie out to the Mandatory AYCE Revenue line in your pro forma projections.
- The calculated Voluntary AYCE Revenue must tie out to the Mandatory AYCE Revenue line in your pro forma projections.
- The calculated Total Estimated Meal Plan Dining \$ must tie out to the Mandatory AYCH Revenue line in your pro forma projections.

Mandatory Revenue	\$ 3,523,417	\$ 1,290,750	\$ 4,814,167
Voluntary Revenue	\$ 843,702	\$ 2,016,489	\$ 2,860,191

Year 3		Early Fall (Summer B)		Fall Semester		Spring Semester		Total AYCE Revenue Component	Estimated Meal Plan Dining \$	Total Estimated Meal Plan Revenue	
Meal Plans	FY20-21 Price per Term	Dining \$ Included in Plan	Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions	Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions	Estimated Mandatory Subscriptions				Estimated Voluntary Subscriptions
Ultimate 5 (any 5 days all access)	\$ 2,176	\$ 200			124	39	124	41	\$ 648,043	\$ 65,600	\$ 713,643
Ultimate 7 (all access)	\$ 2,232	\$ 100			204	90	204	89	\$ 1,251,367	\$ 58,700	\$ 1,310,067
SBLK 200 Meals +\$250DD +\$100 Bonus DD	\$ 1,880	\$ 350			321	62	321	57	\$ 1,164,330	\$ 266,350	\$ 1,430,680
SBLK 150 Meals +\$500DD +\$100 Bonus DD	\$ 1,671	\$ 600			374	79	374	80	\$ 971,397	\$ 544,200	\$ 1,515,597
SBLK 75 Meals +\$1,275DD +\$100 Bonus DD	\$ 1,895	\$ 1,375			179	237	179	238	\$ 433,327	\$ 1,145,375	\$ 1,578,702
All Access \$1,549DD + \$50 add on	\$ 1,599	\$ 1,599			-	276	-	282	\$ -	\$ 892,242	\$ 892,242
All Access \$999DD + \$50 add on	\$ 1,049	\$ 1,049			-	256	-	277	\$ -	\$ 559,117	\$ 559,117
All Access \$499DD +\$50 add on	\$ 549	\$ 549			-	481	-	504	\$ -	\$ 540,765	\$ 540,765
All Access \$100DD	\$ 100	\$ 100			-	-	-	-	\$ -	\$ -	\$ -
Ultimate 5 (any 5 days all access)	\$ 874	\$ 125	179	-	-	-	-	-	\$ 134,014	\$ 22,375	\$ 156,389
Ultimate 7 (all access)	\$ 875	\$ 75	163	-	-	-	-	-	\$ 130,348	\$ 12,225	\$ 142,573
Global Block 75 Meals	\$ 668	\$ -	-	-	-	-	-	-	\$ -	\$ -	\$ -
All Access T1 \$775DD	\$ 775	\$ 775	-	-	-	-	-	-	\$ -	\$ -	\$ -
All Access T2 \$350DD	\$ 350	\$ 350	-	-	-	-	-	-	\$ -	\$ -	\$ -
All Access T3 \$250DD	\$ 250	\$ 250	-	-	-	-	-	-	\$ -	\$ -	\$ -
Total			342	0	1,202	1,520	1,202	1,568	\$ 4,732,824	\$ 4,106,949	\$ 8,839,773

Refunded Dining Dollars (\$100DD Plan Only)	\$ -
Total Estimated Meal Plan Dining \$	\$ 4,106,949

- The calculated Mandatory AYCE Revenue must tie out to the Mandatory AYCE Revenue line in your pro forma projections.
- The calculated Voluntary AYCE Revenue must tie out to the Mandatory AYCE Revenue line in your pro forma projections.
- The calculated Total Estimated Meal Plan Dining \$ must tie out to the Mandatory AYCH Revenue line in your pro forma projections.

Mandatory Revenue	\$ 3,593,719	\$ 1,290,750	\$ 4,884,469
Voluntary Revenue	\$ 1,139,105	\$ 2,816,199	\$ 3,955,304

Revised Financial Offering

Meal Plans	FY21-22 Price per Term	Dining \$ Included in Plan	Early Fall (Summer B)		Fall Semester		Spring Semester		Total AYCE Revenue Component	Estimated Meal Plan Dining \$	Total Estimated Meal Plan Revenue
			Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions	Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions	Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions			
Ultimate 5 (any 5 days all access)	\$ 2,215	\$ 200			124	44	124	46	\$ 681,156	\$ 67,600	\$ 748,756
Ultimate 7 (all access)	\$ 2,274	\$ 100			204	96	204	95	\$ 1,302,487	\$ 59,900	\$ 1,362,387
SBLK 200 Meals +\$250DD +\$100 Bonus DD	\$ 1,911	\$ 350			321	70	321	65	\$ 1,212,586	\$ 271,950	\$ 1,484,536
SBLK 150 Meals +\$500DD +\$100 Bonus DD	\$ 1,692	\$ 600			374	85	374	86	\$ 1,003,934	\$ 551,400	\$ 1,555,334
SBLK 75 Meals +\$1,275DD +\$100 Bonus DD	\$ 1,906	\$ 1,375			179	258	179	259	\$ 464,279	\$ 1,203,125	\$ 1,667,404
All Access \$1,599DD	\$ 1,599	\$ 1,599			-	294	-	300	\$ -	\$ 949,806	\$ 949,806
All Access \$1049DD	\$ 1,049	\$ 1,049			-	286	-	307	\$ -	\$ 622,057	\$ 622,057
All Access \$549DD	\$ 549	\$ 549			-	538	-	561	\$ -	\$ 603,351	\$ 603,351
All Access \$100DD	\$ 100	\$ 100			-	-	-	-	\$ -	\$ -	\$ -
Ultimate 5 (any 5 days all access)	\$ 889	\$ 125	179		-	-	-	-	\$ 136,694	\$ 22,375	\$ 159,069
Ultimate 7 (all access)	\$ 891	\$ 75	163		-	-	-	-	\$ 132,955	\$ 12,225	\$ 145,180
Global Block 75 Meals	\$ 681	\$ -	-		-	-	-	-	\$ -	\$ -	\$ -
All Access T1 \$775DD	\$ 775	\$ 775	-		-	-	-	-	\$ -	\$ -	\$ -
All Access T2 \$350DD	\$ 350	\$ 350	-		-	-	-	-	\$ -	\$ -	\$ -
All Access T3 \$250DD	\$ 250	\$ 250	-		-	-	-	-	\$ -	\$ -	\$ -
Total			342	0	1,202	1,671	1,202	1,719	\$ 4,934,091	\$ 4,363,789	\$ 9,297,880

Refunded Dining Dollars (\$100DD Plan Only)	\$ -
Total Estimated Meal Plan Dining \$	\$ 4,363,789

- The calculated Mandatory AYCE Revenue must tie out to the Mandatory AYCE Revenue line in your pro forma projections.
- The calculated Voluntary AYCE Revenue must tie out to the Mandatory AYCE Revenue line in your pro forma projections.
- The calculated Total Estimated Meal Plan Dining \$ must tie out to the Mandatory AYCH Revenue line in your pro forma projections.

Mandatory Revenue	\$ 3,665,593	\$ 1,290,750	\$ 4,956,343
Voluntary Revenue	\$ 1,268,497	\$ 3,073,039	\$ 4,341,536

Meal Plans	FY22-23 Price per Term	Dining \$ Included in Plan	Early Fall (Summer B)		Fall Semester		Spring Semester		Total AYCE Revenue Component	Estimated Meal Plan Dining \$	Total Estimated Meal Plan Revenue
			Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions	Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions	Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions			
Ultimate 5 (any 5 days all access)	\$ 2,256	\$ 200			124	45	124	47	\$ 698,479	\$ 67,960	\$ 766,439
Ultimate 7 (all access)	\$ 2,318	\$ 100			204	98	204	131	\$ 1,412,419	\$ 63,682	\$ 1,476,101
SBLK 200 Meals +\$250DD +\$100 Bonus DD	\$ 1,942	\$ 350			321	71	321	66	\$ 1,241,136	\$ 272,895	\$ 1,514,031
SBLK 150 Meals +\$500DD +\$100 Bonus DD	\$ 1,714	\$ 600			374	113	374	114	\$ 1,085,765	\$ 584,652	\$ 1,670,417
SBLK 75 Meals +\$1,275DD +\$100 Bonus DD	\$ 1,916	\$ 1,375			179	325	179	264	\$ 512,716	\$ 1,302,593	\$ 1,815,308
All Access \$1,599DD	\$ 1,599	\$ 1,599			-	300	-	306	\$ -	\$ 968,802	\$ 968,802
All Access \$1049DD	\$ 1,049	\$ 1,049			-	292	-	313	\$ -	\$ 634,498	\$ 634,498
All Access \$549DD	\$ 549	\$ 549			-	549	-	572	\$ -	\$ 615,418	\$ 615,418
All Access \$100DD	\$ 100	\$ 100			-	-	-	-	\$ -	\$ -	\$ -
Ultimate 5 (any 5 days all access)	\$ 904	\$ 125	179		-	-	-	-	\$ 139,428	\$ 22,375	\$ 161,803
Ultimate 7 (all access)	\$ 907	\$ 75	163		-	-	-	-	\$ 135,614	\$ 12,225	\$ 147,839
Global Block 75 Meals	\$ 695	\$ -	-		-	-	-	-	\$ -	\$ -	\$ -
All Access T1 \$775DD	\$ 775	\$ 775	-		-	-	-	-	\$ -	\$ -	\$ -
All Access T2 \$350DD	\$ 350	\$ 350	-		-	-	-	-	\$ -	\$ -	\$ -
All Access T3 \$250DD	\$ 250	\$ 250	-		-	-	-	-	\$ -	\$ -	\$ -
Total			342	0	1,202	1,792	1,202	1,813	\$ 5,225,557	\$ 4,545,100	\$ 9,770,656

Refunded Dining Dollars (\$100DD Plan Only)	\$ -
Total Estimated Meal Plan Dining \$	\$ 4,545,100

- The calculated Mandatory AYCE Revenue must tie out to the Mandatory AYCE Revenue line in your pro forma projections.
- The calculated Voluntary AYCE Revenue must tie out to the Mandatory AYCE Revenue line in your pro forma projections.
- The calculated Total Estimated Meal Plan Dining \$ must tie out to the Mandatory AYCH Revenue line in your pro forma projections.

Mandatory Revenue	\$ 3,738,905	\$ 1,290,750	\$ 5,029,655
Voluntary Revenue	\$ 1,486,651	\$ 3,254,350	\$ 4,741,001

Meal Plans	FY23-24 Price per Term	Dining \$ Included in Plan	Early Fall (Summer B)		Fall Semester		Spring Semester		Total AYCE Revenue Component	Estimated Meal Plan Dining \$	Total Estimated Meal Plan Revenue
			Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions	Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions	Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions			
Ultimate 5 (any 5 days all access)	\$ 2,301	\$ 200			124	46	124	48	\$ 717,665	\$ 68,327	\$ 785,992
Ultimate 7 (all access)	\$ 2,364	\$ 100			204	100	204	134	\$ 1,452,303	\$ 64,140	\$ 1,516,443
SBLK 200 Meals +\$250DD +\$100 Bonus DD	\$ 1,981	\$ 350			321	73	321	68	\$ 1,275,907	\$ 273,859	\$ 1,549,766
SBLK 150 Meals +\$500DD +\$100 Bonus DD	\$ 1,749	\$ 600			374	115	374	116	\$ 1,124,375	\$ 587,369	\$ 1,711,744
SBLK 75 Meals +\$1,275DD +\$100 Bonus DD	\$ 1,955	\$ 1,375			179	332	179	269	\$ 555,853	\$ 1,318,799	\$ 1,874,652
All Access \$1,599DD	\$ 1,599	\$ 1,599			-	306	-	312	\$ -	\$ 988,178	\$ 988,178
All Access \$1049DD	\$ 1,049	\$ 1,049			-	298	-	319	\$ -	\$ 647,188	\$ 647,188
All Access \$549DD	\$ 549	\$ 549			-	560	-	584	\$ -	\$ 627,726	\$ 627,726
All Access \$100DD	\$ 102	\$ 100			-	-	-	-	\$ -	\$ -	\$ -
Ultimate 5 (any 5 days all access)	\$ 922	\$ 125	179						\$ 142,664	\$ 22,375	\$ 165,039
Ultimate 7 (all access)	\$ 925	\$ 75	163						\$ 138,571	\$ 12,225	\$ 150,796
Global Block 75 Meals	\$ 709	\$ -	-						\$ -	\$ -	\$ -
All Access T1 \$775DD	\$ 791	\$ 775	-						\$ -	\$ -	\$ -
All Access T2 \$350DD	\$ 357	\$ 350	-						\$ -	\$ -	\$ -
All Access T3 \$250DD	\$ 255	\$ 250	-						\$ -	\$ -	\$ -
Total			342	0	1,202	1,828	1,202	1,850	\$ 5,407,337	\$ 4,610,187	\$ 10,017,524

Refunded Dining Dollars (\$100DD Plan Only)	\$ -
Total Estimated Meal Plan Dining \$	\$ 4,610,187

- The calculated Mandatory AYCE Revenue must tie out to the Mandatory AYCE Revenue line in your pro forma projections.
- The calculated Voluntary AYCE Revenue must tie out to the Mandatory AYCE Revenue line in your pro forma projections.
- The calculated Total Estimated Meal Plan Dining \$ must tie out to the Mandatory AYCH Revenue line in your pro forma projections.

Mandatory Revenue	\$ 3,839,498	\$ 1,290,750	\$ 5,130,248
Voluntary Revenue	\$ 1,567,839	\$ 3,319,437	\$ 4,887,276

Meal Plans	FY24-25 Price per Term	Dining \$ Included in Plan	Early Fall (Summer B)		Fall Semester		Spring Semester		Total AYCE Revenue Component	Estimated Meal Plan Dining \$	Total Estimated Meal Plan Revenue
			Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions	Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions	Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions			
Ultimate 5 (any 5 days all access)	\$ 2,347	\$ 200			124	47	124	49	\$ 737,405	\$ 68,702	\$ 806,107
Ultimate 7 (all access)	\$ 2,412	\$ 100			204	102	204	136	\$ 1,493,422	\$ 64,606	\$ 1,558,029
SBLK 200 Meals +\$250DD +\$100 Bonus DD	\$ 2,020	\$ 350			321	74	321	69	\$ 1,311,594	\$ 274,842	\$ 1,586,437
SBLK 150 Meals +\$500DD +\$100 Bonus DD	\$ 1,784	\$ 600			374	117	374	118	\$ 1,164,076	\$ 590,140	\$ 1,754,217
SBLK 75 Meals +\$1,275DD +\$100 Bonus DD	\$ 1,994	\$ 1,375			179	338	179	275	\$ 600,783	\$ 1,335,330	\$ 1,936,114
All Access \$1,599DD	\$ 1,599	\$ 1,599			-	312	-	318	\$ -	\$ 1,007,942	\$ 1,007,942
All Access \$1049DD	\$ 1,049	\$ 1,049			-	304	-	326	\$ -	\$ 660,132	\$ 660,132
All Access \$549DD	\$ 549	\$ 549			-	571	-	595	\$ -	\$ 640,281	\$ 640,281
All Access \$100DD	\$ 104	\$ 100			-	-	-	-	\$ -	\$ -	\$ -
Ultimate 5 (any 5 days all access)	\$ 940	\$ 125	179						\$ 145,965	\$ 22,375	\$ 168,340
Ultimate 7 (all access)	\$ 944	\$ 75	163						\$ 141,587	\$ 12,225	\$ 153,812
Global Block 75 Meals	\$ 723	\$ -	-						\$ -	\$ -	\$ -
All Access T1 \$775DD	\$ 806	\$ 775	-						\$ -	\$ -	\$ -
All Access T2 \$350DD	\$ 364	\$ 350	-						\$ -	\$ -	\$ -
All Access T3 \$250DD	\$ 260	\$ 250	-						\$ -	\$ -	\$ -
Total			342	0	1,202	1,865	1,202	1,887	\$ 5,594,833	\$ 4,676,576	\$ 10,271,408

Refunded Dining Dollars (\$100DD Plan Only)	\$ -
Total Estimated Meal Plan Dining \$	\$ 4,676,576

- The calculated Mandatory AYCE Revenue must tie out to the Mandatory AYCE Revenue line in your pro forma projections.
- The calculated Voluntary AYCE Revenue must tie out to the Mandatory AYCE Revenue line in your pro forma projections.
- The calculated Total Estimated Meal Plan Dining \$ must tie out to the Mandatory AYCH Revenue line in your pro forma projections.

Mandatory Revenue	\$ 3,942,103	\$ 1,290,750	\$ 5,232,853
Voluntary Revenue	\$ 1,652,729	\$ 3,385,826	\$ 5,038,555

Revised Financial Offering

Meal Plans	FY25-26 Price per Term	Dining \$ Included in Plan	Early Fall (Summer B)		Fall Semester		Spring Semester		Total AYCE Revenue Component	Estimated Meal Plan Dining \$	Total Estimated Meal Plan Revenue
			Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions	Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions	Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions			
Ultimate 5 (any 5 days all access)	\$ 2,394	\$ 200			124	47	124	49	\$ 755,622	\$ 68,893	\$ 824,515
Ultimate 7 (all access)	\$ 2,460	\$ 100			204	103	204	138	\$ 1,530,201	\$ 64,844	\$ 1,595,045
SBLK 200 Meals +\$250DD +\$100 Bonus DD	\$ 2,061	\$ 350			321	75	321	70	\$ 1,345,774	\$ 275,343	\$ 1,621,117
SBLK 150 Meals +\$500DD +\$100 Bonus DD	\$ 1,819	\$ 600			374	118	374	119	\$ 1,202,033	\$ 591,554	\$ 1,793,587
SBLK 75 Meals +\$1,275DD +\$100 Bonus DD	\$ 2,034	\$ 1,375			179	342	179	278	\$ 643,543	\$ 1,343,761	\$ 1,987,304
All Access \$1,599DD	\$ 1,599	\$ 1,599			-	315	-	322	\$ -	\$ 1,018,021	\$ 1,018,021
All Access \$1049DD	\$ 1,049	\$ 1,049			-	307	-	329	\$ -	\$ 666,733	\$ 666,733
All Access \$549DD	\$ 549	\$ 549			-	577	-	601	\$ -	\$ 646,684	\$ 646,684
All Access \$100DD	\$ 106	\$ 100			-	-	-	-	\$ -	\$ -	\$ -
Ultimate 5 (any 5 days all access)	\$ 959	\$ 125	179						\$ 149,332	\$ 22,375	\$ 171,707
Ultimate 7 (all access)	\$ 963	\$ 75	163						\$ 144,663	\$ 12,225	\$ 156,888
Global Block 75 Meals	\$ 738	\$ -	-						\$ -	\$ -	\$ -
All Access T1 \$775DD	\$ 822	\$ 775	-						\$ -	\$ -	\$ -
All Access T2 \$350DD	\$ 371	\$ 350	-						\$ -	\$ -	\$ -
All Access T3 \$250DD	\$ 265	\$ 250	-						\$ -	\$ -	\$ -
Total			342	0	1,202	1,883	1,202	1,906	\$ 5,771,167	\$ 4,710,434	\$ 10,481,601

Refunded Dining Dollars (\$100DD Plan Only)	\$ -
Total Estimated Meal Plan Dining \$	\$ 4,710,434

- The calculated Mandatory AYCE Revenue must tie out to the Mandatory AYCE Revenue line in your pro forma projections.
- The calculated Voluntary AYCE Revenue must tie out to the Mandatory AYCE Revenue line in your pro forma projections.
- The calculated Total Estimated Meal Plan Dining \$ must tie out to the Mandatory AYCH Revenue line in your pro forma projections.

Mandatory Revenue	\$ 4,046,760	\$ 1,290,750	\$ 5,337,510
Voluntary Revenue	\$ 1,724,406	\$ 3,419,684	\$ 5,144,090

Meal Plans	FY26-27 Price per Term	Dining \$ Included in Plan	Early Fall (Summer B)		Fall Semester		Spring Semester		Total AYCE Revenue Component	Estimated Meal Plan Dining \$	Total Estimated Meal Plan Revenue
			Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions	Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions	Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions			
Ultimate 5 (any 5 days all access)	\$ 2,441	\$ 200			124	48	124	50	\$ 774,275	\$ 69,086	\$ 843,360
Ultimate 7 (all access)	\$ 2,509	\$ 100			204	104	204	139	\$ 1,567,894	\$ 65,085	\$ 1,632,979
SBLK 200 Meals +\$250DD +\$100 Bonus DD	\$ 2,102	\$ 350			321	76	321	70	\$ 1,380,731	\$ 275,850	\$ 1,656,581
SBLK 150 Meals +\$500DD +\$100 Bonus DD	\$ 1,856	\$ 600			374	120	374	121	\$ 1,240,892	\$ 592,981	\$ 1,833,873
SBLK 75 Meals +\$1,275DD +\$100 Bonus DD	\$ 2,074	\$ 1,375			179	345	179	280	\$ 687,619	\$ 1,352,276	\$ 2,039,895
All Access \$1,599DD	\$ 1,599	\$ 1,599			-	318	-	325	\$ -	\$ 1,028,201	\$ 1,028,201
All Access \$1049DD	\$ 1,049	\$ 1,049			-	310	-	332	\$ -	\$ 673,401	\$ 673,401
All Access \$549DD	\$ 549	\$ 549			-	582	-	607	\$ -	\$ 653,151	\$ 653,151
All Access \$100DD	\$ 108	\$ 100			-	-	-	-	\$ -	\$ -	\$ -
Ultimate 5 (any 5 days all access)	\$ 978	\$ 125	179						\$ 152,766	\$ 22,375	\$ 175,141
Ultimate 7 (all access)	\$ 982	\$ 75	163						\$ 147,801	\$ 12,225	\$ 160,026
Global Block 75 Meals	\$ 752	\$ -	-						\$ -	\$ -	\$ -
All Access T1 \$775DD	\$ 839	\$ 775	-						\$ -	\$ -	\$ -
All Access T2 \$350DD	\$ 379	\$ 350	-						\$ -	\$ -	\$ -
All Access T3 \$250DD	\$ 271	\$ 250	-						\$ -	\$ -	\$ -
Total			342	0	1,202	1,902	1,202	1,925	\$ 5,951,977	\$ 4,744,631	\$ 10,696,607

Refunded Dining Dollars (\$100DD Plan Only)	\$ -
Total Estimated Meal Plan Dining \$	\$ 4,744,631

- The calculated Mandatory AYCE Revenue must tie out to the Mandatory AYCE Revenue line in your pro forma projections.
- The calculated Voluntary AYCE Revenue must tie out to the Mandatory AYCE Revenue line in your pro forma projections.
- The calculated Total Estimated Meal Plan Dining \$ must tie out to the Mandatory AYCH Revenue line in your pro forma projections.

Mandatory Revenue	\$ 4,153,511	\$ 1,290,750	\$ 5,444,261
Voluntary Revenue	\$ 1,798,466	\$ 3,453,881	\$ 5,252,347

Year 10			Early Fall (Summer B)		Fall Semester		Spring Semester		Total AYCE Revenue Component	Estimated Meal Plan Dining \$	Total Estimated Meal Plan Revenue
Meal Plans	FY27-28 Price per Term	Dining \$ Included in Plan	Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions	Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions	Estimated Mandatory Subscriptions	Estimated Voluntary Subscriptions			
Ultimate 5 (any 5 days all access)	\$ 2,490	\$ 200			124	48	124	50	\$ 793,373	\$ 69,281	\$ 862,654
Ultimate 7 (all access)	\$ 2,559	\$ 100			204	105	204	140	\$ 1,606,525	\$ 65,328	\$ 1,671,853
SBLK 200 Meals +\$250DD +\$100 Bonus DD	\$ 2,144	\$ 350			321	77	321	71	\$ 1,416,484	\$ 276,361	\$ 1,692,846
SBLK 150 Meals +\$500DD +\$100 Bonus DD	\$ 1,893	\$ 600			374	121	374	122	\$ 1,280,676	\$ 594,423	\$ 1,875,099
SBLK 75 Meals +\$1,275DD +\$100 Bonus DD	\$ 2,116	\$ 1,375			179	349	179	283	\$ 733,050	\$ 1,360,877	\$ 2,093,926
All Access \$1,599DD	\$ 1,599	\$ 1,599			-	321	-	328	\$ -	\$ 1,038,483	\$ 1,038,483
All Access \$1049DD	\$ 1,049	\$ 1,049			-	313	-	336	\$ -	\$ 680,135	\$ 680,135
All Access \$549DD	\$ 549	\$ 549			-	588	-	613	\$ -	\$ 659,682	\$ 659,682
All Access \$100DD	\$ 110	\$ 100			-	-	-	-	\$ -	\$ -	\$ -
Ultimate 5 (any 5 days all access)	\$ 998	\$ 125		179					\$ 156,268	\$ 22,375	\$ 178,643
Ultimate 7 (all access)	\$ 1,001	\$ 75		163					\$ 151,001	\$ 12,225	\$ 163,226
Global Block 75 Meals	\$ 767	\$ -		-					\$ -	\$ -	\$ -
All Access T1 \$775DD	\$ 856	\$ 775		-					\$ -	\$ -	\$ -
All Access T2 \$350DD	\$ 386	\$ 350		-					\$ -	\$ -	\$ -
All Access T3 \$250DD	\$ 276	\$ 250		-					\$ -	\$ -	\$ -
Total			342	0	1,202	1,921	1,202	1,944	\$ 6,137,378	\$ 4,779,169	\$ 10,916,547

Refunded Dining Dollars (\$100DD Plan Only)	\$ -
Total Estimated Meal Plan Dining \$	\$ 4,779,169

- The calculated Mandatory AYCE Revenue must tie out to the Mandatory AYCE Revenue line in your pro forma projections.
- The calculated Voluntary AYCE Revenue must tie out to the Mandatory AYCE Revenue line in your pro forma projections.
- The calculated Total Estimated Meal Plan Dining \$ must tie out to the Mandatory AYCH Revenue line in your pro forma projections.

Mandatory Revenue	\$ 4,262,396	\$ 1,290,750	\$ 5,553,146
Voluntary Revenue	\$ 1,874,982	\$ 3,488,419	\$ 5,363,402

Revised Financial Offering

New Athletic Sheet

APPENDIX VIII - FINANCIAL WORKBOOK
 FLORIDA INTERNATIONAL UNIVERSITY
 PRO FORMA FINANCIAL PROJECTIONS
 VENDOR: Aramark

Service Location (Current Name):
 Service Location (Proposed Name):
 Subcontract? (Yes/No):

Athletic Concessions / Kitchen
 Athletic Concessions / Kitchen
 No

REVENUE ASSUMPTIONS:

Number of Annual Operating Days
 Projected Average # Daily Customers

Projected Average Check

Projected Annual Revenue
 10%

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Revenue (Net of Sales Tax)										
Retail Sales Revenue	\$ -	\$ 475,000.00	\$ 484,500.00	\$ 494,190.00	\$ 504,078.80	\$ 514,155.28	\$ 524,438.38	\$ 534,927.15	\$ 545,625.69	\$ 556,538.21
Cash/Credit Card/One Card	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50
Meal Plan Dining \$	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50
Meal Equivalencies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Dining Sales Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mandatory Meal Plans (ADCE-Portions)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Voluntary Meal Plans (ADCE-Portions)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Catering Sales Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Summer Concessions & Camps Sales Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Revenue (List)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue:	\$ 50	\$ 475,000	\$ 484,500	\$ 494,190	\$ 504,078.80	\$ 514,155.28	\$ 524,438.38	\$ 534,927.15	\$ 545,625.69	\$ 556,538.21
Cost of Goods Sold:	34.00%	\$ 161,500	\$ 164,730	\$ 168,025	\$ 171,385	\$ 174,813	\$ 178,309	\$ 181,875	\$ 185,513	\$ 189,223
Less: Applied Credits from Purchase Rebates	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Food & Beverage Costs:	\$ 50	\$ 161,500	\$ 164,730	\$ 168,025	\$ 171,385	\$ 174,813	\$ 178,309	\$ 181,875	\$ 185,513	\$ 189,223
Labor Costs:										
Management Wages	\$ -	\$ 55,000	\$ 56,375	\$ 57,784	\$ 59,229	\$ 60,710	\$ 62,227	\$ 63,783	\$ 65,378	\$ 67,012
Full-time Staff Wages	\$ -	\$ 100,000	\$ 102,000	\$ 104,000	\$ 106,000	\$ 108,000	\$ 110,000	\$ 112,000	\$ 114,000	\$ 116,000
Part-time Staff Wages	\$ -	\$ 47,000	\$ 48,465	\$ 49,952	\$ 51,460	\$ 53,000	\$ 54,570	\$ 56,170	\$ 57,800	\$ 59,450
Student Employee Wages	\$ -	\$ 20,000	\$ 20,700	\$ 21,362	\$ 22,000	\$ 22,644	\$ 23,280	\$ 23,900	\$ 24,510	\$ 25,120
Management Benefits	\$ -	\$ 6,800	\$ 6,991	\$ 7,166	\$ 7,344	\$ 7,528	\$ 7,716	\$ 7,909	\$ 8,107	\$ 8,310
Full-time Staff Benefits	\$ -	\$ 12,400	\$ 6,634	\$ 6,846	\$ 7,017	\$ 7,193	\$ 7,373	\$ 7,557	\$ 7,746	\$ 7,940
Part-time Staff Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Student Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Temporary Labor Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payroll Taxes	\$ -	\$ 20,868	\$ 14,967	\$ 15,409	\$ 15,794	\$ 16,189	\$ 16,593	\$ 17,008	\$ 17,433	\$ 17,869
Subtotal Labor Costs:	\$ 0	\$ 262,068	\$ 187,811	\$ 193,349	\$ 198,174	\$ 203,128	\$ 208,207	\$ 213,412	\$ 218,747	\$ 224,216

VENDOR: Aramark

Operating Expenses:

Amortization of Capital Investments (Row 29 'Invest & Contrib' Sheet)
 Amortization of Start Up Costs (Row 32 'Start Up Costs' Sheet)
 Bank Service Fees
 Brand Licensing, Royalty and/or Franchise Fees
 Business Insurance
 Business Taxes and Licenses
 Cash Escort Services
 Commissions Payable to University
 Common Area Maintenance
 Computer Hardware Purchases Leases, Fees and Support
 Contributions to University (Row 46 'Invest & Contrib' Sheet)
 Credit/Debit Card Transaction Fees
 Custodial/Sanitation Supplies and/or Janitorial/Cleaning Services
 Decorative Materials
 Delivery & Freight
 Equipment Maintenance and Repair
 Equipment Rental
 Exhaust Hood Canopy/Duct Deep Cleaning
 First Aid Supplies and Equipment
 Grease Trap Maintenance and Removal
 Health, Safety and Sanitation Inspection Services and Fees
 Internet Access/Service
 Laundry & Linen Purchase/Rental
 Marketing Materials, Advertising and Other Direct Expenses
 Office Equipment (Lease or expensed in purchase year)
 Office Supplies, Misc. Printing & Postage
 Paper Supplies and Disposable Ware
 Parking Permits
 Performance Bond
 Pest & Insect Control
 Professional Memberships/Dues (Food Service Industry)
 Relocation Expenses - Key Management Team Members
 Risk Payments (Performance Scorecard)
 Security Systems
 Smallwares Replacement
 Software Licensing and Support
 Subcontracted Services
 Telephone Equipment, Line Installation & Service
 Training
 Trash, Recyclables and Compost Removal (From Dumpsters)
 Uniforms and Uniform Replacement
 University One Card Fees
 University Technology Fees
 Utilities
 Vehicle Lease and Operating Expenses (Delivery Vehicles)
 Workers' Compensation Insurance
 Taxes (List)
 Taxes (List)
 Yr 1 Start Up Costs (Row 32 'Start Up Costs' Sheet if Not Amortized)
 Other (List)
 Other (List)
 Other (List)

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Amortization of Capital Investments (Row 29 'Invest & Contrib' Sheet)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amortization of Start Up Costs (Row 32 'Start Up Costs' Sheet)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bank Service Fees	\$ -	\$ 333	\$ 339	\$ 346	\$ 353	\$ 360	\$ 367	\$ 374	\$ 382	\$ 390
Brand Licensing, Royalty and/or Franchise Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Business Insurance	\$ -	\$ 242	\$ 247	\$ 252	\$ 257	\$ 262	\$ 267	\$ 273	\$ 278	\$ 284
Business Taxes and Licenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cash Escort Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Commissions Payable to University	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Common Area Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Computer Hardware Purchases Leases, Fees and Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions to University (Row 46 'Invest & Contrib' Sheet)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Credit/Debit Card Transaction Fees	\$ -	\$ 5,864	\$ 5,918	\$ 6,052	\$ 6,154	\$ 6,288	\$ 6,426	\$ 6,574	\$ 6,725	\$ 6,880
Custodial/Sanitation Supplies and/or Janitorial/Cleaning Services	\$ -	\$ 2,280	\$ 2,326	\$ 2,372	\$ 2,420	\$ 2,468	\$ 2,517	\$ 2,568	\$ 2,619	\$ 2,671
Decorative Materials	\$ -	\$ 338	\$ 342	\$ 347	\$ 352	\$ 357	\$ 362	\$ 367	\$ 373	\$ 378
Delivery & Freight	\$ -	\$ 1,330	\$ 1,357	\$ 1,384	\$ 1,411	\$ 1,448	\$ 1,488	\$ 1,528	\$ 1,568	\$ 1,558
Equipment Maintenance and Repair	\$ -	\$ 7,125	\$ 7,268	\$ 7,413	\$ 7,561	\$ 7,712	\$ 7,867	\$ 8,024	\$ 8,184	\$ 8,348
Equipment Rental	\$ -	\$ 808	\$ 824	\$ 840	\$ 857	\$ 874	\$ 892	\$ 909	\$ 928	\$ 946
Exhaust Hood Canopy/Duct Deep Cleaning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
First Aid Supplies and Equipment	\$ -	\$ 48	\$ 48	\$ 49	\$ 50	\$ 51	\$ 52	\$ 53	\$ 55	\$ 56
Grease Trap Maintenance and Removal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health, Safety and Sanitation Inspection Services and Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Internet Access/Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Laundry & Linen Purchase/Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing Materials, Advertising and Other Direct Expenses	\$ -	\$ 2,138	\$ 2,180	\$ 2,224	\$ 2,268	\$ 2,314	\$ 2,360	\$ 2,407	\$ 2,455	\$ 2,504
Office Equipment (Lease or expensed in purchase year)	\$ -	\$ 190	\$ 194	\$ 198	\$ 202	\$ 206	\$ 210	\$ 214	\$ 218	\$ 223
Office Supplies, Misc. Printing & Postage	\$ -	\$ 618	\$ 630	\$ 642	\$ 655	\$ 668	\$ 682	\$ 695	\$ 709	\$ 723
Paper Supplies and Disposable Ware	\$ -	\$ 10,450	\$ 10,659	\$ 10,872	\$ 11,090	\$ 11,318	\$ 11,558	\$ 11,800	\$ 12,044	\$ 12,244
Parking Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Performance Bond	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pest & Insect Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Memberships/Dues (Food Service Industry)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Relocation Expenses - Key Management Team Members	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Risk Payments (Performance Scorecard)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Systems	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Smallwares Replacement	\$ -	\$ 1,900	\$ 1,938	\$ 1,977	\$ 2,016	\$ 2,057	\$ 2,098	\$ 2,140	\$ 2,183	\$ 2,226
Software Licensing and Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subcontracted Services	\$ -	\$ 2,423	\$ 2,471	\$ 2,520	\$ 2,571	\$ 2,622	\$ 2,673	\$ 2,728	\$ 2,783	\$ 2,838
Telephone Equipment, Line Installation & Service	\$ -	\$ 95	\$ 97	\$ 99	\$ 101	\$ 103	\$ 105	\$ 107	\$ 109	\$ 111
Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trash, Recyclables and Compost Removal (From Dumpsters)	\$ -	\$ 2,470	\$ 2,519	\$ 2,570	\$ 2,621	\$ 2,674	\$ 2,727	\$ 2,782	\$ 2,837	\$ 2,894
Uniforms and Uniform Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
University One Card Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
University Technology Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle Lease and Operating Expenses (Delivery Vehicles)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Workers' Compensation Insurance	\$ -	\$ 9,835	\$ 7,053	\$ 7,262	\$ 7,443	\$ 7,629	\$ 7,820	\$ 8,016	\$ 8,216	\$ 8,421
Taxes (List)	\$ -	\$ 570	\$ 581	\$ 593	\$ 605	\$ 617	\$ 629	\$ 642	\$ 655	\$ 668
Taxes (List)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Yr 1 Start Up Costs (Row 32 'Start Up Costs' Sheet if Not Amortized)	\$ -	\$ 4,750	\$ 4,845	\$ 4,942	\$ 5,041	\$ 5,142	\$ 5,244	\$ 5,349	\$ 5,456	\$ 5,565
Other (List)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (List)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (List)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Operating Expenses:	\$ 0	\$ 553,701	\$ 551,736	\$ 552,854	\$ 553,928	\$ 555,044	\$ 556,207	\$ 557,389	\$ 558,596	\$ 559,830
Operating Profit/(Loss):	\$ 0	(\$ 2,911)	\$ 80,223	\$ 79,971	\$ 80,587	\$ 81,160	\$ 81,716	\$ 82,251	\$ 82,770	\$ 83,269

Return to University:

Commissions Payable to University
 Contributions to University
 Other (List)
 Other (List)
 Other (List)

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Commissions Payable to University	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Contributions to University	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Other (List)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Other (List)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Other (List)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total Annual Return to University:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

Assumptions:
 List assumptions as appropriate

Menu

Item	Price
Hotdog	\$4.00
Pizza	\$5.00
Pretzel	\$4.00
Soda (Bottle)	\$4.00
Water	\$4.00
Hamburger	\$5.00
Candy	\$2.00
Chicken Sandwich	\$6.00
Chips	\$3.00
Churro	\$4.00
Coffee	\$2.00
Cracker Jacks	\$4.00
Peanus	\$4.00
Sunflower Seeds	\$2.00
Small Popcorn	\$3.00
Large Popcorn	\$5.00
Fountain Soda	\$4.00
Gatorade	\$4.00
Nachos	\$6.00
Rockstar	\$6.00
Sausage	\$5.00
16oz Beer (domestic)	\$6.00
Craft/Import Beer	\$7.50

Total Roll Up

ATTACHMENT IX - FINANCIAL WORKBOOK
FLORIDA INTERNATIONAL UNIVERSITY
PRO FORMA FINANCIAL PROJECTIONS

VENDOR: Armark

	Service Location (Current Name): Service Location (Proposed Name): Subcontract? (Yes/No):									
	Total Roll Up									
	FY 2019-20	FY 2019-20	FY 2020-21	FY 2020-21	FY 2021-22	FY 2021-22	FY 2022-23	FY 2022-23	FY 2023-24	FY 2023-24
REVENUE ASSUMPTIONS:										
Number of Annual Operating Days										
Projected Average # Daily Customers										
Projected Average Check										
Projected Annual Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue (Net of Sales Tax)										
Retail Sales Revenue										
Cash/Credit/One Card	\$13,953,517	61%	\$15,490,790	62%	\$16,701,936	61%	\$17,377,659	61%	\$18,494,851	61%
Meal Plan Dining \$	\$1,999,098	9%	\$3,222,512	13%	\$3,906,253	14%	\$3,997,196	14%	\$4,171,708	14%
Meal Equivalents	\$195,185	1%	\$155,372	1%	\$163,809	1%	\$180,640	1%	\$197,175	1%
Residential Dining Sales Revenue										
Voluntary Meal Plans (AYCE Portion)	\$4,445,491	19%	\$3,368,045	13%	\$3,429,910	13%	\$3,484,954	12%	\$3,541,731	12%
Mandatory Meal Plans (AYCE Portion)	\$631,298	3%	\$843,702	3%	\$1,139,105	4%	\$1,268,497	4%	\$1,486,651	5%
Catering Sales Revenue	\$1,161,770	5%	\$1,206,006	5%	\$1,256,166	5%	\$1,307,289	5%	\$1,346,435	5%
Summer Conferences & Camp Sales Revenue	\$249,000	1%	\$254,065	1%	\$260,181	1%	\$264,864	1%	\$270,162	1%
Other Revenue - subcontractor	\$303,820	1%	\$553,376	2%	\$650,100	2%	\$829,902	3%	\$1,102,362	4%
Total Revenue	\$22,939,148	100%	\$23,079,868	100%	\$27,347,460	100%	\$28,381,001	100%	\$29,347,971	100%
Cost of Goods Sold:										
Food Cost	\$6,611,520	29%	\$7,704,348	33%	\$8,627,157	32%	\$8,816,110	31%	\$9,134,521	31%
Less: Applied Credits from Purchase Rebates	\$100,000	0%	\$100,000	0%	\$100,000	0%	\$100,000	0%	\$100,000	0%
Subtotal Food & Beverage Costs:	\$6,711,520	29%	\$7,804,348	31%	\$8,727,157	32%	\$8,916,110	31%	\$9,234,521	31%
Labor Costs:										
Management Wages	\$1,146,677	5%	\$1,327,199	5%	\$1,458,658	5%	\$1,493,624	5%	\$1,528,628	5%
Full-time Staff Wages	\$3,426,784	15%	\$3,650,477	15%	\$3,963,985	14%	\$4,081,394	14%	\$4,174,345	14%
Part-time Staff Wages	\$532,579	2%	\$689,280	3%	\$831,688	3%	\$856,208	3%	\$875,635	3%
Student Employee Wages	\$1,125,665	5%	\$1,209,851	5%	\$1,311,518	5%	\$1,353,256	5%	\$1,384,783	5%
Management Benefits	\$142,188	1%	\$166,087	1%	\$182,600	1%	\$185,200	1%	\$189,500	1%
Full-time Staff Benefits	\$424,921	2%	\$452,659	2%	\$491,534	2%	\$506,093	2%	\$517,619	2%
Part-time Staff Benefits	\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0	0%
Students Employee Benefits	\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0	0%
Temporary Labor Expenses	\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0	0%
Payroll Taxes	\$885,894	4%	\$947,279	4%	\$1,014,464	4%	\$1,031,325	4%	\$1,047,992	4%
Subtotal Labor Costs:	\$7,184,766	32%	\$8,145,881	32%	\$8,954,697	33%	\$9,256,979	33%	\$9,418,952	33%

VENDOR: Armark

	FY 2019-20	FY 2019-20	FY 2020-21	FY 2020-21	FY 2021-22	FY 2021-22	FY 2022-23	FY 2022-23	FY 2023-24	FY 2023-24
Operating Expenses:										
Amortization of Capital Investments (Row 29 'Invest & Amortization of Start Up Costs (Row 32 'Start Up Costs')	\$298,690	1%	\$1,646,837	7%	\$2,348,964	9%	\$2,356,107	8%	\$2,447,610	8%
Bank Service Fees	\$16,057	0%	\$17,367	0%	\$19,143	0%	\$19,867	0%	\$20,553	0%
Brand Licensing, Royalty and/or Franchise Fees	\$1,008,969	4%	\$1,051,642	4%	\$1,143,271	4%	\$1,190,604	4%	\$1,230,594	4%
Business Insurance	\$11,699	0%	\$12,799	0%	\$13,947	0%	\$14,974	0%	\$15,474	0%
Business Taxes and Licenses	\$532,078	2%	\$513,405	2%	\$513,740	2%	\$514,084	2%	\$514,799	2%
Cash Excort Services	\$12,989	0%	\$13,989	0%	\$14,989	0%	\$15,989	0%	\$16,989	0%
Commissions Payable to University	\$2,500,000	10.9%	\$2,500,000	10%	\$2,500,000	9%	\$2,500,000	9%	\$2,500,000	9%
Computer Area Maintenance	\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0	0%
Computer Hardware Purchases, Leases, Fees and Support	\$134,133	1%	\$162,959	1%	\$177,055	1%	\$181,481	1%	\$186,018	1%
Contributions to University (Row 46 'Invest & Contrib' \$)	\$387,608	2%	\$482,210	2%	\$1,031,596	4%	\$32,342	2%	\$38,999	2%
Credit/Debit Card Transaction Fees	\$29,070	0%	\$30,816	0%	\$34,039	0%	\$47,553	0%	\$58,446	0%
Custodial/Sanitation Supplies and/or Janitorial/Cleaning	\$120,460	0%	\$120,460	0%	\$120,460	0%	\$120,460	0%	\$120,460	0%
Decorative Materials	\$1,470	0%	\$1,248	0%	\$1,674	0%	\$1,481	0%	\$1,124	0%
Delivery & Freight	\$64,230	0%	\$70,268	0%	\$76,573	0%	\$79,467	0%	\$82,211	0%
Equipment Maintenance and Repair	\$344,087	1%	\$376,438	2%	\$410,212	2%	\$457,715	2%	\$440,415	2%
Equipment	\$3,987	0%	\$4,263	0%	\$4,491	0%	\$4,248	0%	\$4,914	0%
Exhaust Hood Canopy/Duct Deep Cleaning	\$182,599	0%	\$137,847	0%	\$154,539	0%	\$149,903	0%	\$155,657	0%
First Aid Supplies and Equipment	\$294	0%	\$294	0%	\$294	0%	\$294	0%	\$294	0%
Grease Trap Maintenance and Removal	\$78,522	0%	\$86,374	0%	\$90,693	0%	\$92,860	0%	\$95,284	0%
Health, Safety and Sanitation Inspection Services and Fees	\$5,200	0%	\$5,720	0%	\$6,006	0%	\$6,316	0%	\$6,468	0%
Internet Access/Service	\$105,000	0%	\$108,150	0%	\$111,395	0%	\$114,718	0%	\$118,178	0%
Laundry & Linen Purchase/Rental	\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0	0%
Marketing Materials, Advertising and Other Direct Expense	\$103,226	0%	\$112,931	0%	\$123,064	0%	\$127,715	0%	\$132,125	0%
Office Equipment (lease or expensed in purchase year)	\$9,176	0%	\$10,038	0%	\$10,859	0%	\$11,652	0%	\$12,409	0%
Office Supplies, Misc. Printing & Postage	\$9,281	0%	\$32,625	0%	\$35,552	0%	\$38,169	0%	\$39,322	0%
Paper Supplies and Disposable Ware	\$94,661	2%	\$52,109	2%	\$60,144	2%	\$64,382	2%	\$65,942	2%
Parking Permits	\$12,000	0%	\$12,200	0%	\$12,261	0%	\$12,325	0%	\$12,358	0%
Performance Bond	\$10,000	0%	\$33,850	0%	\$38,693	0%	\$10,000	0%	\$10,000	0%
Professional Membership/Dues (Food Service Industry)	\$33,500	0%	\$36,800	0%	\$39,660	0%	\$39,660	0%	\$40,651	0%
Relocation Expenses - Key Management Team Member	\$50,000	0%	\$50,000	0%	\$50,000	0%	\$50,000	0%	\$50,000	0%
Risk Payments (Performance Scorecard)	\$5,500	0%	\$5,500	0%	\$5,500	0%	\$5,500	0%	\$5,500	0%
Security Systems	\$1,917	0%	\$1,917	0%	\$1,917	0%	\$1,917	0%	\$1,917	0%
Smallwares Replacing	\$77,899	0%	\$85,389	0%	\$94,258	0%	\$96,614	0%	\$99,030	0%
Software Licensing and Support	\$116,990	0%	\$127,983	0%	\$139,473	1%	\$144,743	1%	\$149,741	1%
Subcontracted Services	\$33,024	0%	\$34,675	0%	\$35,542	0%	\$36,411	0%	\$37,341	0%
Telephone Equipment, Line Installation & Service	\$4,588	0%	\$4,919	0%	\$5,469	0%	\$5,676	0%	\$5,872	0%
Training	\$44,521	0%	\$48,974	0%	\$51,423	0%	\$52,738	0%	\$55,377	0%
Trash, Recyclables and Compost Removal (From Dumps)	\$119,284	1%	\$130,499	1%	\$142,071	1%	\$151,581	1%	\$157,289	1%
Uniforms and Uniform Replacement	\$24,534	0%	\$29,025	0%	\$32,525	0%	\$36,036	0%	\$39,546	0%
University One Card Fees	\$12,000	0%	\$12,200	0%	\$12,261	0%	\$12,325	0%	\$12,389	0%
University Technology Fees	\$400,000	2%	\$495,000	2%	\$504,900	2%	\$514,988	2%	\$525,298	2%
Utilities	\$15,273	0%	\$15,731	0%	\$16,203	0%	\$16,689	0%	\$17,190	0%
Vehicle Lease and Operating Expenses (Delivery Vehicle)	\$276,641	1%	\$283,841	1%	\$291,473	1%	\$300,178	1%	\$309,299	1%
Workers' Compensation Insurance	\$2,527	0%	\$2,527	0%	\$2,527	0%	\$2,527	0%	\$2,527	0%
Taxes - Personal Property	\$2,527	0%	\$3,115	0%	\$3,217	0%	\$3,407	0%	\$3,523	0%
Taxes - Sales Tax on purchased goods	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
Taxes (List)	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
Yr 1 Start Up Costs (Row 32 'Start Up Costs' Sheet if Not Other G&A Fee	\$229,391	1%	\$250,959	1%	\$273,475	1%	\$283,810	1%	\$293,610	1%
Other (List)	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
Other (List)	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
Subtotal Operating Expenses:	\$7,681,488	33%	\$9,679,008	39%	\$11,259,329	41%	\$10,846,658	38%	\$11,110,912	38%
Operating Profit/(Loss):	\$1,161,434	5%	(\$330,310)	-2%	(\$1,593,533)	-6%	(\$588,747)	-2%	(\$402,983)	-1%

	FY 2019-20	FY 2019-20	FY 2020-21	FY 2020-21	FY 2021-22	FY 2021-22	FY 2022-23	FY 2022-23	FY 2023-24	FY 2023-24
Return to University										
Commissions Payable to University	\$2,500,000	11%	\$2,500,000	10%	\$2,500,000	9%	\$2,500,000	9%	\$2,500,000	8%
Contributions to University	\$762,600	3%	\$860,460	3%	\$1,423,344	5%	\$912,841	3%	\$1,518,016	5%
Other Investment	\$286,690	1%	\$1,646,837	7%	\$2,348,964	9%	\$2,356,107	8%	\$2,447,610	8%
Other: Marketing and Advertising Fund	\$103,226	0%	\$112,931	0%	\$123,064	0%	\$127,715	0%	\$132,125	0%
Other: Repair/Maint./Utilities	\$4,708,657	21%	\$4,387,487	19%	\$4,243,431	15%	\$4,279,500	15%	\$4,307,118	15%
Total Annual Return to University:	\$4,708,657	21%	\$4,387,487	19%	\$4,243,431	15%	\$4,279,500	15%	\$4,307,118	15%

Assumptions:
List assumptions as appropriate

ALL VOLUNTARY MEAL PLAN MODEL

Projected Revenue and 2% or CPI Commitment:

Projected revenue exceeds \$274,000,000 over the term of a ten-year agreement with no greater than a 2% or CPI annual rate increase assumed. Revenue was projected based on the following:

- Historical run rates from the current program and comparable locations
- Data-driven facts based on data derived from our dedicated Retail team including the best performing retail brands across our portfolio of similar accounts in scope, size and stature
- Overall market potential for on-campus retail services
- New sales associated with newly renovated neighborhoods and new venues on both campuses

\$1,000,000 Annual Unrestricted Grant:

Aramark is offering a \$1,000,000 unrestricted grant to be paid in annual installments of \$100,000 per year. We are proposing to make payment to the University beginning in October of 2018.

Return to University	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Unrestricted Grant	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$1,000,000

Commissions:

100% Guaranteed Commissions: We understand that budget predictability and the highest level of return are top priorities for the University. As such, Aramark is offering to eliminate all risk from Florida International University and are guaranteeing 100% annual commissions return in the amount of \$2,000,000 per year for the term of a ten year agreement based on the proposed transformation schedule. In the event the University grows and we open new neighborhoods on campus, we will mutually agree upon an **increased** guaranteed commission. In addition, if at any point during the term of the agreement, the University increases our annual rates by 3% or greater we will mutually agree upon an **increased** guaranteed commission.

Return to University	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Commissions Payable to the University	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$20,000,000

Unused Declining Balance Commissions: Aramark is proposing to pay the University 10% on all unused declining balance at the end of the summer sessions. This is in addition to the above-mentioned annual guarantee.

Athletics Commissions: Aramark has proposed a commission structure for the concessions venues. This is in addition to the above mention annual guarantee.

Capital Investment:

Aramark is pleased to present the University with a robust transformation vision and the capital to fund the entire vision. We are offering up to \$21,400,000 in capital to fund the vision that includes an 8% contingency fund **AND** the 3% Facility support surcharge.

Return to University	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Capital Investment	\$298,000	\$1,647,000	\$2,349,000	\$2,356,000	\$2,448,000	\$2,590,000	\$2,590,000	\$2,590,000	\$2,590,000	\$1,942,000	\$21,400,000

Annual Unrestricted Grant for Exclusivity:

In response to exclusivity, Aramark is offering \$50,000 per year for rights of exclusivity excluding the locations listed in the ITN. We are proposing to make payment to the University beginning in October of 2018.

Return to University	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Exclusivity	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$500,000

Annual Brand Refresh Funding:

In addition to the significant investment offered which includes funding for the upcoming mandatory brand refreshes for Chick-fil-A at PG5 and Starbucks in the MANGO building, we are offering an additional \$1,650,000 of refresh funding according to the following schedule. In addition to the following Refresh Funding schedule, we have offered \$750,000 dining improvement funding in our capital investment schedule in year 5 of the agreement. Offering this funding as capital allows us to amortize the funds.

Return to University	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Refresh Funding	\$0	\$0	\$500,000	\$0	\$0	\$550,000	\$0	\$0	\$600,000	\$0	\$1,650,000

Annual Food Credit:

Aramark is offering a food credit as a % of sales which equals approximately \$100,000 annually based on current spend patterns. Food purchases are based on volume and program and could increase as we introduce a renovation to the Fresh Food Co. and the new Heritage Market and increase our voluntary meal plan membership and participation.

Return to University	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Food Credit *est. on Purchases	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$1,000,000

Revised Financial Offering

In-Kind Catering Credit:

Aramark is offering an annual in-kind catering credit at standard retail pricing for the University to use at its discretion. Unused funding shall roll over from year to year.

Return to University	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
In-Kind Catering	\$275,000	\$283,000	\$292,000	\$300,000	\$310,000	\$319,000	\$328,000	\$338,000	\$348,000	\$359,000	\$3,152,000

Student Internship Funding:

Aramark is offering an annual student internship fund up to \$10,000 per year. We are proposing payment to begin in October of 2018.

Return to University	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Student Internship	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$100,000

Student Scholarship Funding:

Aramark is offering an annual student scholarship fund up to \$10,000 per year. We are proposing payment to begin in July of 2018.

Return to University	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Scholarship	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$100,000

Utility Payment:

Aramark is eliminating our request for a cap to be placed on annual utilities and are projecting the following expenses to be paid in full.

Return to University	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Utility & Waste Removal	\$462,000	\$507,000	\$555,000	\$570,000	\$590,000	\$606,000	\$622,000	\$639,000	\$656,000	\$674,000	\$5,881,000

Paid Taxes:

Pursuant to discussions, Aramark shall pay tax on revenue sources to the University to include: investment, food credits, commissions and unrestricted grants. We are projecting the following expenses to be paid by Aramark for taxes.

Return to University	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Taxes Paid on Annual Return and Investment	\$183,000	\$277,000	\$327,000	\$327,000	\$334,000	\$344,000	\$344,000	\$345,000	\$345,000	\$300,000	\$3,126,000

SELECTED WORKBOOK TABS

Commission Rates

APPENDIX VIII - FINANCIAL WORKBOOK
 FLORIDA INTERNATIONAL UNIVERSITY
 COMMISSIONS PAYABLE TO THE UNIVERSITY

VENDOR: Aramark Educational Services, LLC

1. Sales Commissions

Commissionable revenue includes Cash/Check, Credit Card, Debit Card, FIU One Card, Meal Plan Dining \$, and Departmental Purchases.

Current Name	Proposed Name	Subcontracted? (Yes/No)	Commission Rate
MMC			
Retail Sales (inclusive of Meal Plan Dining \$)			
Fresh Food Co. - Door Sales (Graham Center)	Fresh Food Co. - Door Sales (Graham Center)	No	Fixed - see below chart
POD Market (Breezeway)	POD Market (Breezeway)	No	Fixed - see below chart
Express (Green Library)	Express (Green Library)	No	Fixed - see below chart
Starbucks (Green Library)	Starbucks (Green Library)	No	Fixed - see below chart
Miro's Food Truck (Green Library)	Miro's Food Truck (Green Library)	Yes	Fixed - see below chart
Faculty Club (Graham Center)	Faculty Club (Graham Center)	No	Fixed - see below chart
Almazar (Graham Center)	Almazar (Graham Center)	Yes	Fixed - see below chart
Burger King (Graham Center)	Burger King (Graham Center)	No	Fixed - see below chart
Café Bustelo (Graham Center)	Café Bustelo (Graham Center)	No	Fixed - see below chart
Chili's (Graham Center)	Chili's (Graham Center)	No	Fixed - see below chart
Einstein Bros. Bagels (Graham Center)	Einstein Bros. Bagels (Graham Center)	No	Fixed - see below chart
Jamba Juice (Graham Center)	Jamba Juice (Graham Center)	No	Fixed - see below chart
Pollo Tropical (Graham Center)	Pollo Tropical (Graham Center)	No	Fixed - see below chart
Subway (Graham Center)	Subway (Graham Center)	No	Fixed - see below chart
Sushi Maki (Graham Center)	Sushi Maki (Graham Center)	Yes	Fixed - see below chart
Panda Express (Mango)	Panda Express (Mango)	No	Fixed - see below chart
Starbucks (Mango)	Starbucks (Mango)	No	Fixed - see below chart
Taco Bell (Mango)	Taco Bell (Mango)	No	Fixed - see below chart
Chick-fil-A (Parking Garage 5)	Chick-fil-A (Parking Garage 5)	No	Fixed - see below chart
Dunkin Donuts (Parking Garage 5)	Dunkin Donuts (Parking Garage 5)	No	Fixed - see below chart
Misha's Cupcakes (Parking Garage 5)	Misha's Cupcakes (Parking Garage 5)	Yes	Fixed - see below chart
Sergio's Cuban Café & Grill (Parking Garage 5)	Sergio's Cuban Café & Grill (Parking Garage 5)	No	Fixed - see below chart
Moe's Southwest Grill (Parking Garage 5)	Moe's Southwest Grill (Parking Garage 5)	No	Fixed - see below chart
Papa John's Pizza (Parking Garage 5)	Papa John's Pizza (Parking Garage 5)	No	Fixed - see below chart
Salad Creations (Parking Garage 5)	Salad Creations (Parking Garage 5)	Yes	Fixed - see below chart
Half Moon Empanadas (Parking Garage 6)	Half Moon Empanadas (Parking Garage 6)	Yes	Fixed - see below chart
Tropical Café Smoothies (Recreation Center)	Tropical Café Smoothies (Recreation Center)	Yes	Fixed - see below chart
Heritage Market	Heritage Market	No	Fixed - see below chart
Chipotle	Chipotle	No	Fixed - see below chart
Panera	Panera	No	Fixed - see below chart
Market Pavillion	Market Pavillion	No	Fixed - see below chart
Meal Plans			
All Meal Plans (exclusive of Meal Plan Dining \$)	All Meal Plans (exclusive of Meal Plan Dining \$)	No	Fixed
Other			
Catering	Catering	No	Fixed
Athletic Catering	Athletic Catering	No	Fixed
Alcohol	Alcohol	No	Fixed
Summer Conferences & Camps	Summer Conferences & Camps	No	Fixed
BBC			
Retail Sales (inclusive of Meal Plan Dining \$)			
Starbucks (Hubert Library)	Starbucks (Hubert Library)	No	Fixed
Moe's Southwest Grill (Wolfe Center)	Moe's Southwest Grill (Wolfe Center)	No	Fixed
Grille Works (Wolfe Center)	Grille Works (Wolfe Center)	No	Fixed
Subway (Wolfe Center)	Subway (Wolfe Center)	No	Fixed
CFA	Chick-fil-A	No	Fixed
Other (Specify)			
Other (Specify)			
Other			
Ath. Concessions	Ath. Concessions	No	15.0%
Unused DB	Unused DB	No	10.0%
Other (Specify)			
Other (Specify)			

2. Guaranteed Minimum Commission (\$ from all commissionable revenue streams)

FY 18-19	\$	2,000,000	* Commissions on concessions and commissions on DB drop would be in addition to this number
FY 19-20	\$	2,000,000	* Commissions on concessions and commissions on DB drop would be in addition to this number
FY 20-21	\$	2,000,000	* Commissions on concessions and commissions on DB drop would be in addition to this number
FY 21-22	\$	2,000,000	* Commissions on concessions and commissions on DB drop would be in addition to this number
FY 22-23	\$	2,000,000	* Commissions on concessions and commissions on DB drop would be in addition to this number
FY 23-24	\$	2,000,000	* Commissions on concessions and commissions on DB drop would be in addition to this number
FY 24-25	\$	2,000,000	* Commissions on concessions and commissions on DB drop would be in addition to this number
FY 25-26	\$	2,000,000	* Commissions on concessions and commissions on DB drop would be in addition to this number
FY 26-27	\$	2,000,000	* Commissions on concessions and commissions on DB drop would be in addition to this number
FY 27-28	\$	2,000,000	* Commissions on concessions and commissions on DB drop would be in addition to this number
Renewal Yrs.	To be mutually agreed upon		
Renewal Yrs.	To be mutually agreed upon		

Estimated at 85% of total projected commissions

Exclusivity

APPENDIX VIII - FINANCIAL WORKBOOK
FLORIDA INTERNATIONAL UNIVERSITY
COMMISSIONS PAYABLE TO THE UNIVERSITY

VENDOR: Aramark Educational Services, LLC

- 1. Full Exclusivity
Provide an offer (lump sum, additional commission %, etc) for Full Exclusivity on MMC & BBC

\$ 50,000 Per Year

Meal Plan Projections

APPENDIX VIII - FINANCIAL WORKBOOK

FLORIDA INTERNATIONAL UNIVERSITY

ADDITIONAL MEAL PLAN REQUESTS

VENDOR:

Aramark

1 Provide your proposed voluntary meal plans with descriptions and pricing. - Revised area of worksheet.

Meal Plans (including description of plan)	FY19-20 Price per Term	Dining \$ Include in Plan
Voluntary Student Plans		
Unlimited 5 with 100 DB	\$ 1,850	\$ 100
Unlimited 5 with 200 DB	\$ 1,950	\$ 200
Unlimited 5 with 300 DB	\$ 2,050	\$ 300
Unlimited 5 with 400 DB	\$ 2,150	\$ 400
Unlimited 5 with 100 DB CE	\$ 1,949	\$ 100
Unlimited 5 with 200 DB CE	\$ 2,049	\$ 200
Unlimited 5 with 300 DB CE	\$ 2,149	\$ 300
Unlimited 5 with 400 DB CE	\$ 2,249	\$ 400
Unlimited 7 with 100 DB	\$ 1,975	\$ 100
Unlimited 7 with 200 DB	\$ 2,075	\$ 200
Unlimited 7 with 300 DB	\$ 2,175	\$ 300
Unlimited 7 with 400 DB	\$ 2,275	\$ 400
Unlimited 7 with 100 DB CE	\$ 2,074	\$ 100
Unlimited 7 with 200 DB CE	\$ 2,174	\$ 200
Unlimited 7 with 300 DB CE	\$ 2,274	\$ 300
Unlimited 7 with 400 DB CE	\$ 2,374	\$ 400
Block 175 with 100 DB	\$ 1,650	\$ 100
Commuter Block 50 with 100 DB	\$ 537	\$ 100
Commuter All DB 850	\$ 850	\$ 850
Commuter All DB 500	\$ 500	\$ 500
Commuter Block 25 with 200 DB	\$ 425	\$ 200
Ultimate 5 with \$125 DB - Summer MP	\$ 859	\$ 125
Ultimate 7 with \$75 DB - Summer MP	\$ 859	\$ 75

Revised Financial Offering

Provide your proposed commission structure for Years 2-10 if FIU elects to make all meal plan purchases voluntary.

A. Sales Commissions

Commissionable revenue includes Cash/Check, Credit Card, Debit Card, FIU One Card, Meal Plan Dining \$, and Departmental Purchases.

Current Name	Proposed Name	Subcontracted? (Yes/No)	Commission Rate
MMC			
Retail Sales (inclusive of Meal Plan Dining \$)			
Fresh Food Co. - Door Sales (Graham Center)	Fresh Food Co. - Door Sales (Graham Center)	No	Fixed
POD Market (Breezeway)	POD Market (Breezeway)	No	Fixed
Express (Green Library)	Express (Green Library)	No	Fixed
Starbucks (Green Library)	Starbucks (Green Library)	No	Fixed
Miro's Food Truck (Green Library)	Miro's Food Truck (Green Library)	Yes	Fixed
Faculty Club (Graham Center)	Faculty Club (Graham Center)	No	Fixed
Almazar (Graham Center)	Almazar (Graham Center)	Yes	Fixed
Burger King (Graham Center)	Burger King (Graham Center)	No	Fixed
Café Bustelo (Graham Center)	Café Bustelo (Graham Center)	No	Fixed
Chili's (Graham Center)	Chili's (Graham Center)	No	Fixed
Einstein Bros. Bagels (Graham Center)	Einstein Bros. Bagels (Graham Center)	No	Fixed
Jamba Juice (Graham Center)	Jamba Juice (Graham Center)	No	Fixed
Pollo Tropical (Graham Center)	Pollo Tropical (Graham Center)	No	Fixed
Subway (Graham Center)	Subway (Graham Center)	No	Fixed
Sushi Maki (Graham Center)	Sushi Maki (Graham Center)	Yes	Fixed
Panda Express (Mango)	Panda Express (Mango)	No	Fixed
Starbucks (Mango)	Starbucks (Mango)	No	Fixed
Taco Bell (Mango)	Taco Bell (Mango)	No	Fixed
Chick-fil-A (Parking Garage 5)	Chick-fil-A (Parking Garage 5)	No	Fixed
Dunkin Donuts (Parking Garage 5)	Dunkin Donuts (Parking Garage 5)	No	Fixed
Misha's Cupcakes (Parking Garage 5)	Misha's Cupcakes (Parking Garage 5)	Yes	Fixed
Sergio's Cuban Café & Grill (Parking Garage 5)	Sergio's Cuban Café & Grill (Parking Garage 5)	No	Fixed
Moe's Southwest Grill (Parking Garage 5)	Moe's Southwest Grill (Parking Garage 5)	No	Fixed
Papa John's Pizza (Parking Garage 5)	Papa John's Pizza (Parking Garage 5)	No	Fixed
Salad Creations (Parking Garage 5)	Salad Creations (Parking Garage 5)	Yes	Fixed
Half Moon Empanadas (Parking Garage 6)	Half Moon Empanadas (Parking Garage 6)	Yes	Fixed
Tropical Café Smoothies (Recreation Center)	Tropical Café Smoothies (Recreation Center)	Yes	Fixed
Heritage Market	Heritage Market	No	Fixed
Chipotle	Chipotle	No	Fixed
Panera	Panera	No	Fixed
Market Pavillion	Market Pavillion	No	Fixed
Meal Plans			
All Meal Plans (exclusive of Meal Plan Dining \$)	All Meal Plans (exclusive of Meal Plan Dining \$)	No	Fixed
Other			
Catering	Catering	No	Fixed
Athletic Catering	Athletic Catering	No	Fixed
Alcohol	Alcohol	No	Fixed
Summer Conferences & Camps	Summer Conferences & Camps	No	Fixed

BBC

Retail Sales (inclusive of Meal Plan Dining \$)

Starbucks (Hubert Library)	Starbucks (Hubert Library)	No	Fixed
Moe's Southwest Grill (Wolfe Center)	Moe's Southwest Grill (Wolfe Center)	No	Fixed
Grille Works (Wolfe Center)	Grille Works (Wolfe Center)	No	Fixed
Subway (Wolfe Center)	Subway (Wolfe Center)	No	Fixed
CFA	CFA	No	Fixed
Other (Specify)			
Other (Specify)			
Other			
Ath. Concessions	Ath. Concessions	No	15.0%
Unused DB	Unused DB	No	10.0%
Other (Specify)			
Other (Specify)			

Guaranteed Minimum Commission (\$ from all commissionable revenue streams)

FY 18-19	\$	2,000,000
FY 19-20	\$	2,000,000
FY 20-21	\$	2,000,000
FY 21-22	\$	2,000,000
FY 22-23	\$	2,000,000
FY 23-24	\$	2,000,000
FY 24-25	\$	2,000,000
FY 25-26	\$	2,000,000
FY 26-27	\$	2,000,000
FY 27-28	\$	2,000,000
Renewal Yrs.		
Renewal Yrs.		

New Athletic Sheet

APPENDIX VIII - FINANCIAL WORKBOOK
 FLORIDA INTERNATIONAL UNIVERSITY
 PRO FORMA FINANCIAL PROJECTIONS
 VENDOR: Aramark

Service Location (Current Name): Athletic Training Table
 Service Location (Proposed Name): Athletic Training Table
 Subcontract? (Yes/No): No

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
REVENUE ASSUMPTIONS:										
Number of Annual Operating Days	190	190	190	190	190	190	190	190	190	190
Projected Average # Daily Customers										
Projected Average Check										
Projected Annual Revenue	\$ -	\$ 475,000.00	\$ 484,500.00	\$ 494,190.00	\$ 504,073.80	\$ 514,155.28	\$ 524,438.38	\$ 534,927.15	\$ 545,625.69	\$ 556,538.21
7%										
Revenue (Net of Sales Tax)										
Retail Sales Revenue										
Card/Credit Card/One Card	\$ -	\$ 475,000.00	\$ 484,500.00	\$ 494,190.00	\$ 504,073.80	\$ 514,155.28	\$ 524,438.38	\$ 534,927.15	\$ 545,625.69	\$ 556,538.21
Meal Plan Dining \$	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50
Meal Plan Dining \$	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50
Meal Equivalencies										
Residential Dining Sales Revenue										
—Mandatory Meal Plans (MEE-portion)										
—Voluntary Meal Plans (LVCE-portion)										
Catering Sales Revenue										
Summer Conferences & Camps Sales Revenue										
Other Revenue (List)										
Total Revenue:	\$ 0	\$ 475,000	\$ 484,500	\$ 494,190	\$ 504,074	\$ 514,155	\$ 524,438	\$ 534,927	\$ 545,626	\$ 556,538
Cost of Goods Sold:										
Food Cost	\$ -	\$ 161,500	\$ 164,730	\$ 168,025	\$ 171,385	\$ 174,813	\$ 178,309	\$ 181,875	\$ 185,513	\$ 189,223
Less: Applied Credits from Purchase Rebates										
Subtotal Food & Beverage Costs:	\$ 0	\$ 161,500	\$ 164,730	\$ 168,025	\$ 171,385	\$ 174,813	\$ 178,309	\$ 181,875	\$ 185,513	\$ 189,223
Labor Costs:										
Management Wages	\$ -	\$ 55,000	\$ 56,375	\$ 57,794	\$ 59,229	\$ 60,710	\$ 62,227	\$ 63,783	\$ 65,378	\$ 67,012
Full-time Staff Wages	\$ -	\$ 100,000	\$ 103,000	\$ 106,111	\$ 109,342	\$ 112,707	\$ 116,211	\$ 119,860	\$ 123,648	\$ 127,580
Part-time Staff Wages	\$ -	\$ 47,000	\$ 48,645	\$ 50,340	\$ 52,086	\$ 53,888	\$ 55,741	\$ 57,643	\$ 59,593	\$ 61,598
Student Employee Wages	\$ -	\$ 20,000	\$ 20,700	\$ 21,420	\$ 22,160	\$ 22,925	\$ 23,713	\$ 24,523	\$ 25,354	\$ 26,205
Management Benefits	\$ 0	\$ 6,820	\$ 7,001	\$ 7,185	\$ 7,373	\$ 7,564	\$ 7,759	\$ 7,957	\$ 8,158	\$ 8,361
Full-time Staff Benefits	\$ 0	\$ 12,400	\$ 12,744	\$ 13,093	\$ 13,447	\$ 13,806	\$ 14,170	\$ 14,539	\$ 14,912	\$ 15,289
Part-time Staff Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Student Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Temporary Labor Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payroll Taxes	\$ 0	\$ 20,868	\$ 21,467	\$ 22,079	\$ 22,704	\$ 23,342	\$ 23,994	\$ 24,660	\$ 25,340	\$ 26,033
Subtotal Labor Costs:	\$ 0	\$ 242,088	\$ 248,651	\$ 255,340	\$ 262,164	\$ 269,128	\$ 276,237	\$ 283,482	\$ 290,865	\$ 298,389

VENDOR: Aramark

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Operating Expenses:										
Amortization of Capital Investments (Row 29 'Invest & Control' Sheet)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amortization of Start Up Costs (Row 32 'Start Up Costs' Sheet)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bank Service Fees	\$ -	\$ 333	\$ 339	\$ 346	\$ 353	\$ 360	\$ 367	\$ 374	\$ 382	\$ 390
Brand Licensing, Royalty and/or Franchise Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Business Insurance	\$ -	\$ 242	\$ 247	\$ 252	\$ 257	\$ 262	\$ 267	\$ 273	\$ 278	\$ 284
Business Taxes and Licenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cash Escrow Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Commissions Payable to University	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Common Area Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Computer Hardware Purchases Leases, Fees and Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions to University (Row 46 'Invest & Control' Sheet)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Credit/Debit Card Transaction Fees	\$ -	\$ 3,685	\$ 4,313	\$ 4,961	\$ 5,637	\$ 6,344	\$ 7,081	\$ 7,849	\$ 8,647	\$ 9,485
Custodial/Sanitation Supplies and/or Janitorial/Cleaning Services	\$ -	\$ 2,280	\$ 2,316	\$ 2,372	\$ 2,420	\$ 2,468	\$ 2,517	\$ 2,567	\$ 2,619	\$ 2,671
Decorative Materials	\$ -	\$ 238	\$ 242	\$ 247	\$ 252	\$ 257	\$ 262	\$ 267	\$ 273	\$ 278
Delivery & Freight	\$ -	\$ 1,320	\$ 1,357	\$ 1,394	\$ 1,431	\$ 1,468	\$ 1,506	\$ 1,544	\$ 1,583	\$ 1,622
Equipment Maintenance and Repair	\$ -	\$ 7,125	\$ 7,268	\$ 7,413	\$ 7,561	\$ 7,712	\$ 7,867	\$ 8,024	\$ 8,184	\$ 8,348
Equipment Rental	\$ -	\$ 808	\$ 824	\$ 840	\$ 857	\$ 874	\$ 892	\$ 909	\$ 928	\$ 946
Exhaust Hood Canopy/Dust Deep Cleaning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
First Aid Supplies and Equipment	\$ -	\$ 48	\$ 48	\$ 48	\$ 49	\$ 50	\$ 51	\$ 52	\$ 53	\$ 55
Grease Trap Maintenance and Removal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health, Safety and Sanitation Inspection Services and Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Internet Access/Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Laundry & Linen Purchases/Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing Materials, Advertising and Other Direct Expenses	\$ -	\$ 2,375	\$ 2,423	\$ 2,471	\$ 2,520	\$ 2,571	\$ 2,622	\$ 2,675	\$ 2,728	\$ 2,783
Office Equipment (Lessor or expensed in purchase year)	\$ -	\$ 190	\$ 194	\$ 198	\$ 202	\$ 206	\$ 210	\$ 214	\$ 218	\$ 223
Office Supplies, Misc. Printing & Postage	\$ -	\$ 618	\$ 630	\$ 642	\$ 655	\$ 668	\$ 682	\$ 695	\$ 709	\$ 722
Paper Supplies and Disposable Ware	\$ -	\$ 10,650	\$ 10,659	\$ 10,672	\$ 10,686	\$ 10,700	\$ 10,715	\$ 10,730	\$ 10,745	\$ 10,760
Parking Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Performance Bond	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pest & Insect Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Memberships/Dues (Food Service Industry)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Relocation Expenses - Key Management Team Members	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Risk Payments (Performance Scorecard)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Systems	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Smallwares Replacement	\$ -	\$ 1,900	\$ 1,938	\$ 1,977	\$ 2,016	\$ 2,057	\$ 2,098	\$ 2,140	\$ 2,183	\$ 2,226
Software Licensing and Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subcontracted services	\$ -	\$ 2,423	\$ 2,471	\$ 2,520	\$ 2,571	\$ 2,622	\$ 2,675	\$ 2,728	\$ 2,783	\$ 2,838
Telephone Equipment, Line Installation & Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training	\$ -	\$ 95	\$ 97	\$ 99	\$ 101	\$ 103	\$ 105	\$ 107	\$ 109	\$ 111
Trash, Recyclables and Compost Removal (From Dumpsters)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Uniforms and Uniform Replacement	\$ -	\$ 2,470	\$ 2,519	\$ 2,570	\$ 2,621	\$ 2,674	\$ 2,727	\$ 2,782	\$ 2,837	\$ 2,894
University One Card Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
University Technology Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle Lease and Operating Expenses (Delivery Vehicles)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Workers' Compensation Insurance	\$ -	\$ 9,835	\$ 10,001	\$ 10,171	\$ 10,344	\$ 10,520	\$ 10,699	\$ 10,881	\$ 11,066	\$ 11,253
Taxes (List)	\$ -	\$ 570	\$ 581	\$ 593	\$ 605	\$ 617	\$ 629	\$ 642	\$ 655	\$ 668
Taxes (List)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Taxes (List)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Yr 1 Start Up Costs (Row 32 'Start Up Costs' Sheet if Not Amortized)	\$ -	\$ 4,750	\$ 4,845	\$ 4,942	\$ 5,041	\$ 5,142	\$ 5,244	\$ 5,349	\$ 5,456	\$ 5,565
Other (List)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (List)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Operating Expenses:	\$ 0	\$ 551,762	\$ 559,274	\$ 567,010	\$ 574,993	\$ 583,237	\$ 591,750	\$ 600,542	\$ 609,625	\$ 618,999
Operating Profit/(Loss):	\$ 0	\$ (84,762)	\$ (74,774)	\$ (72,820)	\$ (70,920)	\$ (69,082)	\$ (67,312)	\$ (65,615)	\$ (64,000)	\$ (62,461)

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Return to University										
Commissions Payable to University	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Contributions to University	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Other (List)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Other (List)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total Annual Return to University:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

Assumptions:
 List assumptions as appropriate

Item	Price
Hotdog	\$4.00
Pizza	\$5.00

Menu

Item	Price
Hotdog	\$4.00
Pizza	\$5.00
Pretzel	\$4.00
Soda (Bottle)	\$4.00
Water	\$4.00
Hamburger	\$5.00
Candy	\$2.00
Chicken Sandwich	\$6.00
Chips	\$3.00
Churro	\$4.00
Coffee	\$2.00
Cracker Jacks	\$4.00
Peanus	\$4.00
Sunflower Seeds	\$2.00
Small Popcorn	\$3.00
Large Popcorn	\$5.00
Fountain Soda	\$4.00
Gatorade	\$4.00
Nachos	\$6.00
Rockstar	\$6.00
Sausage	\$5.00
16oz Beer (domestic)	\$6.00
Craft/Import Beer	\$7.50

Revised Financial Offering

Total Roll Up

ATTACHMENT H - FINANCIAL WORKBOOK
 FLORIDA INTERNATIONAL UNIVERSITY
 PRO FORMA FINANCIAL PROJECTIONS
 VENDOR: Aramark

Service Location (Current Name): _____
 Service Location (Proposed Name): _____
 Subcontract? (Yes/No): _____

REVENUE ASSUMPTIONS:	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Number of Annular Operating Days										
Projected Average # Daily Customers										
Projected Average Check										
Projected Annual Revenue	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Revenue (Net of Sales Tax)	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Retail Sales Revenue										
Cash/Credit Card/One Card	\$1,957,445	\$2,390,698	\$1,040,370	\$1,719,360	\$1,896,095	\$1,075,388	\$1,259,099	\$1,445,489	\$1,635,210	\$1,202,022
Meal Plan Dining \$	\$1,392,008	\$9,370,834	\$8,991,407	\$8,991,407	\$9,436,162	\$9,436,162	\$9,436,162	\$9,436,162	\$9,436,162	\$9,436,162
Meal Equivalencies	\$147,447	\$136,968	\$138,554	\$143,325	\$144,151	\$147,034	\$149,975	\$152,914	\$155,854	\$159,155
Residential Dining Sales Revenue										
Mandatory Meal Plans (AJCE Portion)	\$4,110,896	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Voluntary Meal Plans (AJCE Portion)	\$559,305	\$4,436,032	\$4,753,446	\$5,095,675	\$5,457,849	\$5,567,966	\$5,679,025	\$5,792,026	\$5,907,966	\$6,026,845
Catering Sales Revenue	\$1,143,170	\$1,176,137	\$1,201,761	\$1,225,797	\$1,250,313	\$1,275,319	\$1,300,825	\$1,326,842	\$1,353,378	\$1,380,446
Summer Conferences & Camps Sales Revenue	\$120,600	\$122,808	\$125,864	\$127,760	\$130,325	\$132,931	\$135,586	\$138,292	\$141,048	\$143,804
Other Revenue: subcontractor	\$147,000	\$360,740	\$137,100	\$344,842	\$137,100	\$357,733	\$136,888	\$372,185	\$379,629	\$387,222
Total Revenue:	\$22,176,770	\$23,796,277	\$25,948,002	\$26,729,512	\$27,480,951	\$27,993,134	\$28,514,288	\$29,045,201	\$29,587,024	\$30,163,585
Cost of Goods Sold:										
Food Cost	\$6,352,033	\$7,179,837	\$7,971,343	\$8,071,369	\$8,276,663	\$8,481,008	\$8,685,300	\$8,889,677	\$9,094,022	\$9,298,378
Less: Applied Credits from Purchase Rebates	\$100,000	\$170,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Subtotal Food & Beverage Costs:	\$6,452,033	\$7,279,837	\$8,071,343	\$8,171,369	\$8,376,663	\$8,581,008	\$8,785,300	\$8,989,677	\$9,194,022	\$9,398,378
Labor Costs:										
Management Wages	\$1,261,663	\$1,377,940	\$1,472,558	\$1,507,958	\$1,544,215	\$1,581,350	\$1,619,383	\$1,658,337	\$1,698,235	\$1,739,099
Full-time Staff Wages	\$3,451,784	\$3,848,814	\$3,751,393	\$3,865,440	\$3,977,453	\$4,092,790	\$4,210,208	\$4,329,688	\$4,451,239	\$4,573,874
Part-time Staff Wages	\$522,489	\$575,415	\$572,498	\$581,691	\$587,038	\$592,036	\$597,487	\$602,475	\$607,911	\$613,347
Student Employee Wages	\$1,095,663	\$1,177,187	\$1,245,933	\$1,285,473	\$1,317,469	\$1,350,263	\$1,383,874	\$1,418,322	\$1,453,628	\$1,489,814
Management Benefits	\$156,446	\$171,453	\$182,800	\$186,987	\$191,483	\$196,087	\$200,804	\$205,634	\$210,581	\$215,648
Full-time Staff Benefits	\$428,021	\$447,054	\$448,723	\$447,967	\$449,074	\$450,124	\$451,111	\$452,155	\$453,249	\$454,391
Part-time Staff Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Student Employee Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Temporary Labor Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Payroll Taxes	\$695,394	\$644,064	\$699,850	\$702,003	\$719,115	\$736,649	\$754,616	\$773,026	\$791,891	\$811,221
Subtotal Labor Costs:	\$7,511,461	\$7,978,626	\$8,428,756	\$8,841,620	\$9,257,468	\$9,728,845	\$10,195,383	\$10,737,916	\$11,281,084	\$11,821,927

VENDOR: Aramark

Operating Expenses:	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Amortization of Capital Investments (Row 29 Invest & Credit)	\$298,690	\$1,646,837	\$2,348,964	\$2,356,107	\$2,447,610	\$2,589,851	\$2,589,851	\$2,589,851	\$2,589,851	\$1,942,388
Bank Service Fees	\$15,664	\$16,657	\$18,164	\$18,706	\$19,236	\$19,955	\$20,332	\$20,711	\$21,100	\$21,633
Brand Licensing, Royalty and/or Franchise Fees	\$1,008,969	\$965,390	\$1,023,478	\$1,044,947	\$1,064,384	\$1,085,225	\$1,106,478	\$1,128,152	\$1,150,255	\$1,172,674
Business Insurance	\$11,412	\$12,136	\$13,024	\$13,629	\$14,151	\$14,705	\$15,281	\$15,879	\$16,499	\$17,142
Business Taxes and Licenses	\$13,078	\$13,405	\$14,084	\$14,584	\$15,116	\$15,681	\$16,279	\$16,910	\$17,574	\$18,263
Cash Escort Services	\$152,252	\$153,989	\$154,339	\$149,697	\$150,065	\$151,441	\$152,827	\$154,223	\$155,629	\$157,044
Commissions Payable to University	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Common Area Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Computer Hardware/Purchases/Leases, Fees and Support	\$134,133	\$160,959	\$177,055	\$181,481	\$186,018	\$190,669	\$195,436	\$200,321	\$205,329	\$210,463
Contributions to University (Row 46 Invest & Control)	\$32,608	\$47,210	\$66,536	\$97,342	\$143,899	\$216,216	\$314,464	\$447,760	\$615,044	\$802,434
Credit/Debit Card Transaction Fees	\$307,064	\$384,595	\$471,006	\$573,216	\$693,714	\$839,216	\$1,004,216	\$1,200,216	\$1,427,216	\$1,684,216
Custodial/Sanitization Supplies and/or Janitorial/Cleaning	\$107,408	\$114,222	\$124,512	\$128,773	\$133,907	\$139,907	\$146,869	\$153,791	\$160,674	\$167,517
Decorative Materials	\$11,898	\$12,888	\$13,912	\$14,979	\$16,089	\$17,243	\$18,441	\$19,691	\$20,991	\$22,341
Delivery & Freight	\$62,655	\$66,630	\$72,655	\$78,826	\$85,146	\$91,614	\$98,239	\$105,019	\$111,954	\$119,044
Equipment Maintenance and Repair	\$315,652	\$364,944	\$399,225	\$408,851	\$422,209	\$439,897	\$457,744	\$475,748	\$493,900	\$512,211
Equipment Rental	\$8,641	\$9,454	\$10,312	\$11,214	\$12,161	\$13,153	\$14,191	\$15,274	\$16,401	\$17,574
Exhaust Hood Canopy/Duct Deep Cleaning	\$12,588	\$13,847	\$14,919	\$15,903	\$16,897	\$17,901	\$18,925	\$19,969	\$21,033	\$22,117
First Aid Supplies and Equipment	\$2,338	\$2,380	\$2,395	\$2,402	\$2,408	\$2,414	\$2,420	\$2,426	\$2,432	\$2,438
Grease Trap Maintenance/Removal	\$78,522	\$86,374	\$90,693	\$95,960	\$99,284	\$102,613	\$105,947	\$109,286	\$112,629	\$115,974
Health, Safety and Sanitation Inspection Services and Fees	\$5,200	\$5,720	\$6,006	\$6,156	\$6,310	\$6,468	\$6,630	\$6,795	\$6,964	\$7,137
Internet/Access/Service	\$105,000	\$108,150	\$111,395	\$114,736	\$118,178	\$121,724	\$125,375	\$129,121	\$132,971	\$136,926
Laundry & Linen Purchase/Rental	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Marketing Materials, Advertising and Other Direct Expense	\$11,884	\$11,881	\$12,942	\$13,618	\$14,317	\$15,046	\$15,804	\$16,591	\$17,416	\$18,279
Office Equipment (Lease or expensed in purchase year)	\$9,511	\$9,519	\$10,379	\$10,689	\$10,992	\$11,297	\$11,603	\$11,910	\$12,218	\$12,527
Office Supplies, Misc. Printing & Postage	\$29,690	\$30,935	\$33,713	\$34,741	\$35,725	\$36,391	\$37,069	\$37,759	\$38,461	\$39,174
Paper Supplies and Disposable Waste	\$492,289	\$523,518	\$570,863	\$597,917	\$624,734	\$651,849	\$679,714	\$707,329	\$734,694	\$761,809
Parking Permits	\$1,200	\$1,200	\$1,201	\$1,202	\$1,203	\$1,204	\$1,205	\$1,206	\$1,207	\$1,208
Performance Bond	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Pest & Insect Control	\$33,500	\$36,850	\$38,693	\$39,660	\$40,651	\$41,666	\$42,705	\$43,768	\$44,854	\$45,963
Professional Memberships/Dues (Food Service Industry)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Relocation Expenses - Key Management Team Member	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Risk Payments (Performance Scorecard)	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Security Systems	\$5,500	\$5,583	\$5,666	\$5,751	\$5,837	\$5,925	\$6,014	\$6,104	\$6,196	\$6,289
Smallwares Replacement	\$9,507	\$9,185	\$9,868	\$10,394	\$10,923	\$11,454	\$11,987	\$12,521	\$13,056	\$13,591
Software Licensing and Support	\$77,899	\$85,689	\$94,258	\$96,614	\$99,030	\$101,505	\$104,043	\$106,644	\$109,310	\$112,043
Subcontracted Services	\$14,122	\$121,361	\$132,136	\$136,290	\$140,511	\$144,797	\$149,147	\$153,561	\$158,039	\$162,581
Telephone Expenses, Line Installation & Service	\$33,024	\$34,675	\$36,411	\$38,232	\$40,139	\$42,123	\$44,184	\$46,321	\$48,534	\$50,824
Training	\$4,475	\$4,759	\$5,190	\$5,645	\$6,124	\$6,627	\$7,154	\$7,704	\$8,277	\$8,874
Trash, Recyclables and Compost Removal (From Dumps)	\$34,000	\$37,400	\$39,700	\$40,252	\$40,804	\$41,356	\$41,908	\$42,460	\$43,012	\$43,564
Uniforms and Uniform Allowance	\$116,959	\$123,741	\$131,511	\$139,262	\$147,094	\$154,907	\$162,699	\$170,470	\$178,221	\$185,952
University One Card Fees	\$24,534	\$25,025	\$25,525	\$26,036	\$26,556	\$27,086	\$27,626	\$28,176	\$28,736	\$29,306
University Technology Fees	\$12,000	\$12,740	\$13,480	\$14,230	\$15,000	\$15,790	\$16,600	\$17,430	\$18,280	\$19,150
Utilities	\$497,535	\$475,926	\$475,926	\$475,926	\$475,926	\$475,926	\$475,926	\$475,926	\$475,926	\$475,926
Vehicle Lease and Operating Expenses (Delivery Vehicle)	\$15,273	\$15,273	\$15,273	\$15,273	\$15,273	\$15,273	\$15,273	\$15,273	\$15,273	\$15,273
Workers' Compensation Insurance	\$280,490	\$297,490	\$321,724	\$331,079	\$339,172	\$347,464	\$355,964	\$364,669	\$373,571	\$382,673
Taxes - Personal Property	\$6,256	\$6,256	\$6,256	\$6,256	\$6,256	\$6,256	\$6,256	\$6,256	\$6,256	\$6,256
Taxes - Sales Tax on purchased goods	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxes (List)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Yr 1 Start Up Costs (Row 32 Start Up Costs) Sheet if Not Other G&A	\$25,000	\$148,000	\$103,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other G&A	\$223,768	\$237,963	\$259,483	\$267,235	\$274,806	\$279,911	\$285,143	\$290,452	\$295,870	\$301,366
Other (List)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (List)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Operating Expenses:	\$7,182,112	\$8,801,192	\$10,392,000	\$10,927,258	\$11,452,197	\$11,958,002	\$12,493,395	\$13,049,493	\$13,616,664	\$14,204,862
Operating Profit/(Loss):	\$1,231,164	(\$263,298)	(\$1,143,098)	(\$217,334)	(\$106,33					



UPDATED SOW AND ATTACHMENTS

ATTACHMENT 11

Florida International University

Strategic Objective	Description	Metric	Measurement Frequency	Pass	Fail	
Satisfaction						
Overall Satisfaction	Increase in overall satisfaction based on Vendor's Voice of the Consumer satisfaction survey	Semester over semester increase in Voice of the Consumer score (excluding Catering) with year 1 to serve as a baseline	Annual			
Residential Dining (AYCE)	Increase in participation defined as percentage of meals used to meals offered.	Semester over semester % increase (as determined in Annual Plan) with year 1 to serve as a baseline	End of Fall Semester End of Spring Semester			
Food Quality	Maintain a level of satisfaction with food quality	Voice of the Consumer "Quality" score threshold, initial score to be determined during Year 1 of contract with year 1 to serve as a baseline	End of Fall Semester End of Spring Semester			
Catering	Maintain a minimum level of satisfaction through after event Voice of the Consumer satisfaction surveys administered by Vendor	VOC Catering semester end score to be determined during Year 1 of the contract	End of Fall Semester End of Spring Semester			
Health/Safety	Health & Occupational Safety inspection results	No 'High Priority' violation from Miami Dade County Health Department; no violations of Occupational Safety and Health Act	Monthly (Vendor self report within 72 hours of inspection)			
Complaints & Compliments	Reduction in the number of customer complaints received ("Rescue Alerts") and an increase in the number of compliments received ("Wow Alerts") through Voice of the Consumer platform	Number of complaints received; and Number of compliments received-with Year 1 to serve as baseline	End of Fall Semester End of Spring Semester			
Time in Line	Minimize the 'wait time' or time in line for retail customers	FIU OSB to perform random inspections based upon mutually agreed upon acceptable wait times by location; passing is 90% at or below specified wait time to be determined during Year 1 of the contract and as new concepts come on line	End of semester all locations inspected (pass/fail determined at end of each semester)			
Passing Grade:				Total	0	0
Risk Amount \$17,500/Semester (\$2,500 per category)						

Updated SOW and Attachments

Financial					
Retail Sales Growth	Increase in the number of transactions	YOY % Increase with year 1 to serve as a baseline	Annual		
Voluntary Meal Plan Growth	Increase in capture rate defined as % of students (min. 9 credit hours, excluding online) not required to purchase a meal plan who purchase a non-mandatory meal plan	Summer B/Fall Semester Over Prior Year Summer B/Fall Semester % increase as determined in Annual Plan with year 1 to serve as a baseline	End of Summer B/Fall Semester		
Voluntary Meal Plan Growth	Increase in capture rate defined as % of students (min. 9 credit hours, excluding online) not required to purchase a meal plan who purchase a non-mandatory meal plan	Spring Semester Over Prior Year Spring Semester % increase as determined in Annual Plan with year 1 to serve as a baseline	End of Spring Semester		
Catering Event Growth	Increase the number of on campus catering events	YOY Increase with year 1 to serve as a baseline	Annual		
Passing Grade:				Total	0
Risk Amount \$20,000 Annually (\$5,000 per category)					0
Engagement					
Campus Community Education	Provide education seminars/events for campus community regarding life skills, wellness and sustainability	3 Fall events, 3 Spring events, 1 Summer event; 7 events per year is passing (July 1 - June 30)	Annual		
Student Preference	Survey campus community with emphasis on students to understand food/brand preferences based on mutually agreed questions. Survey host (Vendor/FIU OSB) determined annually.	Once per year (July 1 - June 30)	Annual		
Graduate Employment	Hiring of 30 FIU graduates by firm owned by Compass/Aramark	List of names, date of offer letter, company name from July 1 to June 30	Annual		
Menu Item Accuracy	Online menu matches items served from visual inspections	Minimum of 96 total random location inspections for semester; 90 is passing score	End of Fall and Spring Semesters		
Brand Pricing Accuracy	Branded concepts on campus pricing matches branded concepts off campus pricing	Visual inspection by FIU OSB with 90 percent pricing accuracy	Monthly		
Marketing	Implementation of 5 mutually agreed upon initiatives	Each initiative must have mutually agreed upon and documented measureable outcome; all initiatives meet outcome is passing	Annual		
Passing Grade:				Total	0
Risk Amount \$30,000 Annually (\$5,000 per category)					0

Stewardship					
Sustainability	Implementation of 1 mutually agreed upon initiative	Initiative must have mutually agreed upon and documented measurable outcome	Annual		
Facilities	Quality and consistency of execution of Vendor sanitation responsibilities	Random inspection conducted by OBS with Vendor representative based on checklist; pass for semester is 90% positive inspections for the semester	End of semester all locations inspected (determine pass/fail at end of each semester)		
Training	Customer service excellence	Annual training that is different year to year for each associate (above and beyond basic customer service training)	Annual list of employee who have completed the training segment		
Passing Grade:			Total	0	0
Risk Amount \$15,000 Annually (\$5,000 per category)					

Panera Letter of Intent



March 15, 2018

VIA EMAIL

Re: Letter of Intent between Aramark Educational Services, LLC and Panera, LLC d/b/a Panera Bread regarding the RFP for Dining Services issued by Florida International University in Miami, FL.

Dear Sherri,

This letter of intent will confirm the understanding between Panera, LLC d/b/a Panera Bread ("Panera") and Aramark Educational Services, LLC ("Aramark"; together with Panera, the "Parties"), regarding (i) the proposal (the "Proposal") to be submitted by Aramark to the Florida International University (the "University") in response to the University's Intent to Negotiate (the "ITN"), for the Operation and Management of the University's Dining Services on its premises (the "Services"); and (ii) the Parties' intention to enter into an agreement between Aramark and Panera in the event Aramark is awarded the contract by the University in response to the Proposal (the "Contract").

The Parties hereby agree to the following terms:


- 1. Relationship of the Parties.** Panera acknowledges that Aramark and Panera are in discussions regarding a franchise partnership agreement. Panera further acknowledges that Aramark intends to submit a Proposal to the University in response to the ITN. Panera grants to Aramark the right to indicate Aramark's intent to include a Panera location as part of the Services, or to otherwise make reference to the name, products or services of Panera, in the Proposal.
- 2. Agreement.** In the event the Contract is awarded to Aramark and the University approves a Panera location as part of the Services, subject to approval of Panera's management committees, Panera and Aramark will negotiate in good faith the terms of an agreement that will govern the Parties' relative rights and responsibilities with respect to the Contract.
- 3. Location.** Proposed Panera Bread to be located in the student union or comparable high-traffic location. Final size and layout shall be determined prior to finalizing any agreement upon a successful award to Aramark.
- 4. Termination.** This Letter of Intent will terminate automatically on the date the University enters into a final agreement for the Services that are the subject of the ITN.

[Remainder of Page Intentionally Left Blank]

This is a non-binding letter of intent and is subject in all respects to the approval of the respective management committees of Panera and Aramark and execution and delivery of a mutually acceptable contract agreement entered into between Panera, LLC and Aramark Educational Services, LLC. Nothing contained in this letter or in prior or subsequent oral or written communications shall be deemed to create a binding obligation on either party until the execution and delivery of a mutually acceptable franchise agreement.

Very truly yours,

PANERA, LLC D/B/A PANERA BREAD

By: 
Name: Matt Scobbie
Title: Sr. Manager, Real Estate

ACKNOWLEDGED AND AGREED TO BY:

By: _____

Dated: March ____, 2018

Panera Bread, 3630 S. Geyer Road, Suite 100, Sunset Hills, MO 63127

Panera Bread, 3630 S. Geyer Road, Suite 100, Sunset Hills, MO 63127

Chipotle Letter of Intent

June 8, 2018

VIA EMAIL

Matthew J. France
Director, Business Development
Chipotle Mexican Grill

Re: Letter of Intent between ARAMARK Educational Services, LLC and Chipotle Mexican Grill regarding the RFP for Dining Services issued by Florida International University

Dear Mr. France:

This letter of intent (“Letter of Intent”) will confirm the understanding between you (the “Brand Partner”) and ARAMARK Educational Services, LLC (“ARAMARK”; together with Brand Partner, the “Parties”), regarding (i) the proposal (the “Proposal”) submitted by ARAMARK to Florida International University (the “Client”) in response to the Client’s Invitation to Negotiate dated January 17, 2018 (the “ITN”) for Dining Services on the Client’s premises (the “Services”); and (ii) the Parties’ intention to enter into an agreement (the “Agreement”) between ARAMARK and Brand Partner upon the award by the Client of a contract to ARAMARK in response to the Proposal (the “Contract”).

The Parties hereby agree to the following terms:

1. Relationship of the Parties. Brand Partner acknowledges that ARAMARK and Brand Partner are in discussions regarding a sub-leasing partnership agreement. Brand Partner further acknowledges that ARAMARK has submitted a Proposal to Client in response to the ITN. Brand Partner also acknowledges that as part of on-going negotiations, ARAMARK has communicated intent to utilize Brand Partner as part of the Services pending final approval of the location by the Brand Partner.

2. Agreement. In the event the Contract is awarded to ARAMARK and the location is approved, Brand Partner and ARAMARK (or one of its affiliates) will negotiate in good faith the terms of an Agreement that will govern the Parties’ relative rights and responsibilities with respect to the Contract.

Confidential – Not Subject to Public Disclosure

Please indicate your agreement with the above terms and conditions by signing a copy of this Letter of Intent and returning the same to ARAMARK.

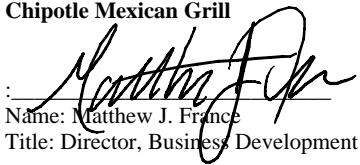
Very truly yours,

**ARAMARK Educational Services,
LLC**

By: Ann Marie Solomon
Name: Ann Marie Solomon
Title: Vice President, Retail Strategy

ACKNOWLEDGED AND AGREED TO BY:

Chipotle Mexican Grill


Name: Matthew J. France
Title: Director, Business Development

Dated: June 8, 2018

GBL-398709.1

PART 2 – STATEMENT OF WORK

ARTICLE I – OVERVIEW

- 1.1 **Purpose of Statement of Work.** This Statement of Work sets forth the terms and conditions upon which Florida International University (University) agrees that Successful Vendor shall manage and operate the Dining Services Program at Florida International University (FIU) for FIU's students, faculty, staff, visitors, and invited guests. Additional information pertinent to the Scope of Work can be found in Appendix V – Current Program Information and Appendix VI – Market Research.
- 1.2 **Relationship; Vendor's Duties.** Successful Vendor is an independent vendor and agrees to operate and manage the University's Dining Services Program as provided herein. University has the authority to make, and shall make, available portions of its facilities and the Premises to Successful Vendor for Successful Vendor's daily operation of the Dining Services Program.
- 1.3 **Vendor's Work.** The Successful Vendor shall operate a Dining Services Program on a Profit and Loss Basis, as defined in Section 15.1 herein, in accordance with this Statement of Work. The Successful Vendor shall provide, in accordance with the terms and conditions of this Statement of Work, all the management, personnel, food products, supplies, equipment, materials, technical support, training, systems, and effort necessary for the management of Dining Services Program functions, at a level of quality acceptable to University. The Successful Vendor shall be responsible for food purchase and production, quality control, human resources management (hiring, training, development, dismissal, etc., of its own employees), financial, and technical management of the Dining Services Program. University shall have the right to designate its own appropriate staff to work proactively and in liaison with Successful Vendor to insure full compliance with all terms and provisions of the Statement of Work.

ARTICLE II – DEFINITIONS

- 2.1 **Academic Term.** A semester.
- 2.2 **Academic Year.** July 1st through June 30th.
- 2.3 **Accounting Period.** An accounting period is one (1) calendar month within a fiscal year of July 1st through June 30th.
- 2.4 **Authorized FIU Representative.** The FIU Procurement representative assigned to handle all Vendor communications related to this Competitive Solicitation.
- 2.5 **BBC.** FIU's Biscayne Bay Campus.
- 2.6 **Board.** The Florida International University Board of Trustees.
- 2.7 **Branded Concepts.** Branded concepts will fall into three different categories: National brands are those that give consistency to a brand's identity on a national level, e.g. as Burger King, Subway; Regional brands are those that are not as well-known but are popular and recognizable locally or regionally; Local brands are those that are recognized mainly in a singular or particular city or state. When "Branded Concepts" is used in the document, it will refer to all those locally,

nationally or regionally known concepts incorporated into the account and operated by Vendor through local, national, and regional third-party license agreements, franchise agreements, or sub-Vendor agreements, unless specifically identified. Vendor's internally developed brands shall not be considered Branded Concepts.

- 2.8 Cash Sales. All revenue generated by the cash, FIU One Card, credit card, debit card and branded restaurant gift card sales in any outlet less any sales taxes.
- 2.9 Catering. Specifically ordered food and beverage that is prepared, delivered/picked up, and served to a collective group of people outside the normal confines of the Residential Dining services, retail food service outlets, summer conference/camp service, and/or concessions service.
- 2.10 Charge. A fee established by Vendor for goods or services provided by Vendor.
- 2.11 Client. Florida International University ("FIU" or "University") and its board of Trustees.
- 2.12 Client Commissions. The fixed or percentage amounts paid to University by Vendor in accordance with the Statement of Work.
- 2.13 Contract. The formal bilateral agreement signed by the representatives of FIU and the Vendor which will incorporate this Competitive Solicitation, and the Vendor's solicitation response.
- 2.14 Contract Administrator. University's on-site authorized representative responsible for day-to-day management of Statement of Work and/or his/her designee(s) within Office of Business Services.
- 2.15 Convenience Store. A small retail shop that sells a range of everyday items such as groceries, snack foods, candy, toiletries, and soft drinks, with a retail pricing structure.
- 2.16 Deficit. A negative excess of the total Authorized Operating Expenses over Net Sales.
- 2.17 Depreciation. A method of allocating the cost of Vendor's investments in equipment, labor, and construction for approved University Dining Services Program capital projects over the life of the Statement of Work.
- 2.18 Dining Services Program. Vendor's preparation, service, and sale of food, beverages, goods, merchandise, and other items at University. Dining Services Program shall include operation of the following:
- Residential Dining (for Residents with meal plans and other occasional customers)
 - Retail Dining Operations (Vendor brands and/or Branded Concepts)
 - Convenience Store Operations
 - Catering Services, Summer Camp/Conference Dining
 - Emergency Response and Continuity Planning Services
- 2.19 Electronic Access System. A computer based, ID accessed, declining balance system for the management of individual dining service accounts.
- 2.20 Fiscal Year. University's fiscal year, which is a period of twelve (12) consecutive months from July 1st through June 30th.

- 2.21 Dining Dollars. A sum of money charged to a customer as part or in addition to the cost of a Meal Plan and held in an individual account for the customer's use on a per purchase basis at either an all-you-care-to-eat "door price" residential dining operation, branded or non-branded retail dining venue, convenience store, or other a la carte operation, operated by Successful Vendor. Dining Dollars included in the meal plans identified in Attachment 4 that are unused at the end of the fall semester shall roll over until the end of the final summer session. Successful Vendor shall retain all unused Dining Dollars at the end of the final summer session and shall pay a commission to University of Ten Percent (10%) upon such amounts.
- 2.22 FIU. All references to "FIU", "University", and "Client" shall also encompass Florida International University and its Board of trustees.
- 2.23 Furnishings. Includes all the furniture and fixtures (improvements to the space such as draperies, wall treatments, light fixtures) within the Premises assigned to Vendor.
- 2.24 Gross Sales. All revenues from sales and taxes by Successful Vendor (including the total amount of all sales by any assignee, subcontractor, subtenant, or licensee of Successful Vendor) based upon all business conduct conducted in or from the Dining Services Program facilities, whether such sales evidenced by check, cash, credit, charge account, exchange or otherwise, and shall include, but not be limited to, the amount received from the sale of goods, wares, and merchandise, including tangible property of every kind and nature, promotional and otherwise and for services performed from or at the Dining Services Program facilities, together with the amount of all orders taken or received at the Dining Services Program facilities, whether such orders be filled from the Dining Services Program facilities or elsewhere. Gross Sales shall not include s (x) sales of merchandise for which cash has been refunded, provided such sales were previously included in gross sales; or (y) the price of merchandise returned by customers for exchange, provided that such merchandise was previously included in gross sales, and provided that the sales price of merchandise delivered to the customer in exchange shall be included in gross sales.
- 2.25 Meal Plan. A set number of meals and/or Dining Dollars that can be consumed in each time under certain conditions for a set price, and that are available to customers living on and off campus.
- 2.26 MMC. FIU's Modesto A. Maidique Campus
- 2.27 Net Sales. All sales of food, beverages, goods, merchandise, and services in the Dining Services Program, net of sales taxes, Brand Concept or Successful Vendor proprietary concept retail discounts.
- 2.28 Operating Expenses. All expenses associated with the Food Service operation, as categorized in Section 15.1.
- 2.29 Payroll Tax & Benefits. Includes all payroll taxes (FICA, FUTA, State Unemployment and State Health Insurance), social insurance (i.e. workers' compensation insurance, welfare or pension plan payments), accident and health insurance premiums and the cost of employee instruction and education, employees' parties, and employee meals.
- 2.30 Periodic. The term periodic shall mean on a regularly recurring basis (i.e. monthly, weekly, quarterly, annually) as determined and agreed to either in the ITN or proposal or mutually agreed to following contract execution.

- 2.31 Point-of-Sale. A computer based system to 1) accept payment for Dining Services Program purchases, and 2) provide an ID accessed, declining balance system as used by the University for the management of individual dining service accounts.
- 2.32 Premises. All areas on the campus designated by University in Attachment 1 for Vendors' use in the preparation, sale, service, and storage of food and related supplies, and any future locations added during the term of the Contract.
- 2.33 Pre-Opening Expenses. Costs, charges, and expenses related to the opening of the Food Service operation, immediately prior and/or during the first semester of the contract, only as pre-approved by University.
- 2.34 Proceeds. The excess of Net Sales Less Vendor's Authorized Operating Expenses.
- 2.35 Residential Dining. A dining service program offered to resident and non-resident customers {i.e. students, faculty, and Staff} for a fixed number of meals at a set price for which customers are charged at the beginning of an academic term or otherwise make an advance purchase. Each eligible customer must contract with University for a meal plan.
- 2.36 Residential Dining Customer. A University student, faculty member or staff member, or affiliate who contracts with University for a meal plan. The general public shall not be a Residential Dining Customer.
- 2.37 Retail Operations. Snack bars, pop ups, food carts, quick service outlets, food trucks, bake shops, delis, coffee shops and kiosks, and convenience stores that sell items on an a la carte basis.
- 2.38 Shall. Shall and will are used interchangeably meaning an obligation to perform.
- 2.39 Smallwares. Items used in the serving of food and beverages such as chinaware, glassware, flatware, and service ware, as well as items used in the preparation of food such as pots, pans and kitchen utensils.
- 2.40 State. The State of Florida.
- 2.41 Subject to the Approval of University. This phrase means that University has final authority to make decisions on questions that arise during performance of the Statement of Work resulting from the ITN process on behalf of Florida International University, such authority to be exercised reasonably and without unreasonable delay or condition.
- 2.42 Tapingo. An application used for online and mobile ordering for pick-up and delivery.
- 2.43 Unallowable Vendor Overhead Expenses. The indirect costs that Vendor expends in managing the Dining Services Program that are not considered by University to be an Allowable Vendor Expense for purposes of calculating Vendor's proceeds.
- 2.44 University. Florida International University.
- 2.45 University Paid Expenses. Dining Services Program expenses paid for by University.

- 2.46 Utilities. All utility costs, including but not limited to electricity, pest control, gas, fuel, steam and chilled water, ice and refrigeration supplies, pressure washing, and removal of waste.
- 2.47 Vendor Brands. Vendors' own in-house trademarked brands incorporated into University's Dining Services Program.
- 2.48 Vendor Paid Allowable Expenses. Amounts incurred and required to be paid for by Vendor that are directly attributable to the operation of the Dining Services Program and can be included as a cost, charge or expense for purposes of calculating Vendor proceeds.
- 2.49 Website. FIU Procurement Services Department's Website at <http://finance.fiu.edu/purchasing>
- 2.50 Will. Will and shall are used interchangeably meaning an obligation to perform.
- 2.51 Year. A year is defined as one (1) twelve (12) month period beginning on July 1st and ending on June 30th.

ARTICLE III – SERVICES

- 3.1 Services. The following services shall be provided by Successful Vendor, collectively referred to in this Statement of Work as the "Dining Services Program".
- 3.1.1 Residential: Successful Vendor shall have exclusive rights to manage and operate Residential services at the Premises identified in Attachment 1.
- 3.1.2 Retail Dining: Successful Vendor shall have rights to manage and operate Retail Dining and Convenience Store services, at the Premises identified in Attachment 1.
- 3.1.3 Catering Services: Successful Vendor shall provide non-exclusive Catering Services at the FIU Modesto A. Maidique Campus, Biscayne Bay Campus and all satellite campuses - this includes Summer Camp/Conferences.
- 3.1.4 Emergency Response: Services provided pre, during and post emergency.
- 3.1.5 Other: Provide the necessary services, functions, and responsibilities that are not specifically retained by University.
- 3.2 Additional Services. Over the term of the Statement of Work, the University and Successful Vendor may mutually agree upon other services and/or service locations as necessary.
- 3.3 Service Exclusions. Currently, vendor shall not provide the following services or operate at the following locations primarily due to existing third-party agreements; however, FIU reserves the right to request such expanded services from Successful Vendor in the future during the term of the Contract, and such services will be pursuant to the Contract terms:
- 3.3.1 Vending Services;
- 3.3.2 Recharge U (or other named convenience store);
- 3.3.3 Barnes & Noble Café MMC (or other named bookstore café);
- 3.3.4 Barnes & Noble Café BBC (or other named bookstore café);
- 3.3.5 Café La Carreta & Café @ EC (or other named foodservice in the Engineering Center);
- 3.3.6 Vicky Café (or other named foodservice in the Frost Art Museum);

- 3.3.7 Athletic Concessions, unless mutually agreed upon pursuant to Section 3.8 below;
- 3.3.8 Kovens Conference Center BBC;
- 3.3.9 Planned Alumni Center;
- 3.3.10 Planned hotel and conference center;
- 3.3.11 Bayview Housing at BBC;
- 3.3.12 Other locations not otherwise contemplated in this Contract.

3.4 **Service Prohibitions.** Successful Vendor may not use University's Premises for any purpose related to fulfillment of other contracts of Successful Vendor, except as specifically agreed to by University, in writing.

3.5 **Transition Plan.** The Transition Plan submitted in the Vendor proposal shall serve as the guideline for the Successful Vendor to assume management of the Dining Services Program and for the successful transition/opening of the University's Food Service operations on July 1, 2018. The Transition Plan shall be subject to review and approval of the University's Contract Administrator who shall retain the authority to make alterations to the plan as deemed necessary to insure a smooth transition to the start of operations. The Successful Vendor will provide all necessary professional coordination services for implementation of the Transition Plan at its own cost and expense. The Successful Vendor shall attend meetings as required by University to insure a smooth transition.

3.6 **University Use of Vendor's Premises.** University shall have and maintain the right to use Successful Vendor's assigned Premises for its various purposes as required. This includes (but is not limited to) registration of students, testing, dances, conferences, and events. The University will provide to Successful Vendor a reasonable advance notice of such events and shall return the locations to the condition in which received.

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

3.73.8 **Athletics Concessions.** During the 2018-2019 operating year, Successful Vendor shall propose financial and operational terms to include Athletics Concessions in the Services identified above, starting in the 2019-2020 operating year. As part of such proposal, Vendor shall propose a commission equaling [] % of Net Sales and a capital investment as identified in Attachment 8, pursuant to, and according to the same terms as, Article 15.14.2. Vendor shall likewise propose a pricing structure, and the parties shall mutually agree upon any changes to such pricing. The parties shall mutually agree upon any such provision of Services and the corresponding financial and operational terms. The parties shall not be bound to any such provision of Athletics Concessions Services unless and until such terms are contained in a mutually acceptable written agreement, which may contain material terms and conditions in addition to those identified in this Section 3.8, executed by the duly authorized signatories of the respective parties.

Commented [SA1]: Please see Aramark's June 20, 2018 BAFO for this amount.

Commented [SA2]: Please see Aramark's June 20, 2018 BAFO for Aramark's pricing proposal.

ARTICLE IV – EMPLOYEES

- 4.1 **Management and Personnel.** Successful Vendor shall adhere to the following requirements regarding its management and non-management personnel.
- 4.1.1 All management and non-management employees that work in the University's Dining Services Program shall be Successful Vendor's and/or Successful Vendor's sub-contractor's employees, not University employees. It shall be Successful Vendor's responsibility to inform all of its employees that they are clearly Successful Vendor employees, and not employees of University.
- 4.1.2 Successful Vendor shall employ an On-Site Management Team consisting of the following required positions:
- 4.1.2.1 Resident District Manager (hereinafter "RDM")
 - 4.1.2.2 General Manager (hereinafter "GM")
 - 4.1.2.3 Executive Chef
 - 4.1.2.4 Retail Dining Operations Manager
 - 4.1.2.5 Residential Dining Operations Manager
 - 4.1.2.6 Catering Manager
 - 4.1.2.7 Marketing Manager
 - 4.1.2.7.1 Graphics/web/social media support personnel
 - 4.1.2.7.2 IT Technician
 - 4.1.2.8 Registered Dietitian
- 4.1.3 Each position of the On-Site Management Team shall be responsible for the Food Service Program as specified in this contract. Each On Site Management Team member at a Director level must have a minimum of five (5) years consecutive employment in similar food service operations (high volume and multi-unit operations) with comparable management and financial responsibilities. Each On Site Management Team member's sole responsibility will be the University's Dining Services Program and he/she will have no other management or supervisory responsibility for other operations or businesses of the Successful Vendor. Any exception to this is at the sole discretion of University, and must be approved by University. FIU reserves the right to request from the Successful Vendor a change to the On-Site Management Team, at its sole discretion. Additional requirements shall include:
- 4.1.3.1 Executive Chef will have extensive, formal culinary training, including culinary certifications from an accredited culinary arts program or through the American Culinary Foundation, with particular emphasis on recipe development, menu development, food cost control and inventory management.
 - 4.1.3.2 Catering Manager will have experience in Catering Services, with particular emphasis on customer service, event planning and presentation, and event management.
 - 4.1.3.3 Marketing Manager will have formal training in marketing and promotions techniques for multi-unit accounts.
 - 4.1.3.4 Registered Dietitian will have experience in diet modifications, wellness education and menu creation.
- 4.1.4 Successful Vendor shall employ one full-time, on-site Business Manager/Coordinator having a minimum of two (2) years consecutive employment in office management, including

accounting, bookkeeping and financial reporting with comparable responsibilities, preferably in similar food service operations. The Business Manager/Coordinator shall be fully trained in Successful Vendor's accounting/bookkeeping systems, and shall be required to work closely with the University's Contract Administrator on reconciliations, implementation and monitoring of financial controls and financial reporting. Additionally, the Business Manager/Coordinator shall be fully conversant with Successful Vendor's management information system, having the ability to generate a wide range of operational and management reports from the system. The Business Manager/Coordinator's sole responsibility will be the University's Dining Services Program and he/she will have no other management or supervisory responsibility for other operations or businesses of the Successful Vendor. Any exception to this is at the sole discretion of University, and must be approved by University.

- 4.1.5 On Site Management Team assigned to the University's Dining Services Program shall be selected with prior approval of University. University reserves the right to interview and review the qualifications of the individuals that the Successful Vendor proposes for these positions at any time during the contract period. The University may withhold approval of one or more of the individuals proposed, in which case the Successful Vendor is required to submit other candidates (such approval shall not be unreasonably withheld by University). In no case shall Vendor initiate a transfer of a member of the On-Site Management Team more than once every three years unless mutually agreed in writing, although University agrees that Vendor's management employees shall be permitted to and Successful Vendor shall not discourage them from responding to an open position, which may affect their length of service at the University. In no case shall a member of the On-Site Management Team be reassigned from the University with less than ninety (90) days advance notice. On-Site Management Team positions shall not remain unfilled. During any such search period, should the RDM or GM position remain unfilled on site for more than a period of three weeks, Successful Vendor shall be required to provide the University with an interim on-site manager with RDM or GM with comparable experience until the appointed RDM or GM arrives on campus to assume his or her duties. This section shall not limit the right of a Management Team member to resign or the right of the Successful Vendor to end any employment relationship.
- 4.1.6 The On-Site Management Team may be required to participate in essential University's training sessions as deemed necessary by the University.
- 4.1.7 Successful Vendor will recruit, hire, employ, train, supervise, direct, discipline, and, if necessary, discharge any and all personnel working in the Dining Services Program. The Successful Vendor shall have adequately trained personnel to maintain the high quality of food service required by University. Successful Vendor shall ensure that critical positions (those that are necessary to open and operate dining operations) will have adequate back-up employees to call in to cover for absenteeism.
- 4.1.8 Successful Vendor shall maintain an adequate staff of executive managers, assistant/operational managers and employees on duty to provide an excellent level of service with regard to University's Dining Services Program, and shall provide such expertise (administrative, dietetic, purchasing, human resources, multicultural competency and so forth) as needed.

- 4.1.9 Successful Vendor shall consider University's employee policies and practices when establishing policies and practices for Successful Vendor employees.
- 4.1.10 Successful Vendor shall be required to develop and implement a high quality, proactive student employee hiring and retention program that includes internship positions. Student retention program shall include specialized training and advancement opportunities. Successful Vendor agrees to adhere to University employment practices whenever feasible. Successful Vendor shall be responsible for all student employment forms and insurance, including but not limited to, any workers' compensation or other liability claims resulting from work-related injuries to students who are employed by Successful Vendor.
- 4.1.11 Successful Vendor shall comply with all federal regulations related to employment and compensation of personnel including those pertaining to federal and state employment taxes (including any and all social security, unemployment taxes, and workers' compensation payments).
- 4.1.12 Successful Vendor shall require all employees to meet the appropriate health standards prescribed by applicable municipal, state, and federal laws and regulations. The Successful Vendor represents that all services provided hereunder shall comply with the Occupational Safety and Health Act, as may be amended and including all regulations adopted pursuant thereto and in effect at the University dining facility of performance of service.
- 4.1.13 To the extent permitted by law, the Successful Vendor shall insure that any employee that reports to work ill shall be sent home and not allowed to resume work until fully recovered. To the extent permitted by law, when informed that an employee of Successful Vendor has a condition which reveals the existence of an illness or communicable disease or other condition which could affect the safe, sanitary, or healthful operation of the Dining Services Program, Vendor will ensure that said employee has undergone, by a licensed physician, an examination which would either verify or contradict the existence of the condition. To the extent permitted by law, if such condition is verified, Successful Vendor will not utilize the services of said employee at University's Premises until the condition of that employee returns to a healthful status as indicated in writing and signed by the physician.
- 4.1.14 Successful Vendor agrees all employees shall be dressed in neat-appearing uniforms with name tags that, at a minimum, identify the employee's first name; and ensure that its employees wear proper, safe and neat-appearing footwear while working on campus. Employees of the Successful Vendor shall be appropriately uniformed when performing their work assignments. The term appropriate uniform is interpreted to include all apparel, name tags, hats, hair nets, etc. The Successful Vendor shall submit a photo sample of employee uniforms for review by University; and shall bear the cost of said employee uniforms.
- 4.1.15 Successful Vendor shall issue at its expense, photo identification badges to its employees, and establish a culture of wearing the badges while working in the Dining Services Program, where feasible.
- 4.1.16 University, at its option, may provide University affiliate identification badges to essential Successful Vendor's management staff and supervisory staff, at Successful Vendor's

expense. In this case, the Successful Vendor is responsible for notifying the University immediately when an employee terminates employment or loses his/her badge.

- 4.1.17 Successful Vendor shall require all employees to utilize authorized and designated entrances and exits during working hours.
- 4.1.18 Successful Vendor shall assure that the GM, manager, or a supervisor will be on site at each location during all hours the Dining Services Program is in operation, including catering services.
- 4.1.19 Successful Vendor shall bear complete financial responsibility for any vandalism or loss due to negligence or willful misconduct on the part of its employees.
- 4.1.20 Successful Vendor shall ensure that all Vendor employees adhere to University's smoking, alcohol and drug policies; and shall take appropriate disciplinary actions to ensure compliance with these regulations and policies.
- 4.1.21 Successful Vendor shall immediately notify University in writing of impending labor, employee, and vendor problems or any other circumstances that could adversely affect the operation of the Dining Services Program.
- 4.1.22 Successful Vendor shall continue to provide services under the contract in the event of strikes and other labor disturbances.

4.2 **Personnel Obligations.** Each party hereto shall be solely responsible for all personnel actions regarding employees on its respective payroll. Each party shall withhold or pay all applicable federal, state and local employment taxes and payroll insurance with respect to its employees, insurance premiums, and contributions to benefit and deferred compensation plans, licensing fees and workers' compensation costs and shall file all required documents and forms.

4.3 **Employment Hiring, Screening and Employee Removal.**

- 4.3.1 Successful Vendor shall ensure each Vendor employee assigned to the Dining Services Program has a clear criminal history; and shall implement a background check in which all Successful Vendor employees complete ~~a Level 2 screening which complies with the terms and requirements of Florida Statutes 435.04, passes a search on the sexual offender/predator registry, and any other required background screening required by law.~~ Vendor or its authorized agent will also conduct a fingerprint check against the relevant FBI database on all employees who interact with children if permitted by law, and if such fingerprint checks are not permitted by law, then Vendor will conduct all checks required an/or permitted by law and/or as reasonably required by the University.
- 4.3.2 Successful Vendor shall exercise reasonable diligence to assure that it does not assign to University's Dining Services Program any employee or agent who may reasonably be considered to pose a threat to the safety or welfare of members to the University community or its property.
- 4.3.3 All Successful Vendor employed personnel shall be subject to University policies, rules, codes of conduct and regulations in effect for all University employees while working on campus, as outlined in University's Policies and Procedures Library, including personal

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

- 4.3.4 Successful Vendor shall hold harmless and indemnify the University from any liability or expense arising out of Successful Vendor's negligent failure to carry out the obligations assumed under Sections 4.3.1, 4.3.2, and 4.3.3 of this Statement of Work, including defense and indemnification of third party claims; provided, however, that nothing herein shall require Successful Vendor to indemnify the University for any liability solely caused by the University's negligent acts or omissions.
- 4.3.5 Nothing in these sections shall be interpreted to preclude Florida International University Police Department (FIUPD) or other law enforcement officials from taking such emergency action relative to conduct by a Successful Vendor employee or agent who poses an immediate threat to safety or welfare of members of the University community or its property.

4.4 **Employee Training.**

- 4.4.1 Successful Vendor shall ensure that all Successful Vendor managers and non-management employees participate in instruction and training for proper behavior and expectations regarding:
 - 4.4.1.1 Diversity and multicultural awareness, knowledge and skills;
 - 4.4.1.2 Customer service standards of excellence;
 - 4.4.1.3 Food preparation methods, including handling known allergen inducing foods;
 - 4.4.1.4 Food safety;
 - 4.4.1.5 Blood borne pathogens;
 - 4.4.1.6 Sanitation standards;
 - 4.4.1.7 Dress and identification;
 - 4.4.1.8 Personal habits and hygiene;
 - 4.4.1.9 Cleaning and sanitation procedures;
 - 4.4.1.10 Life safety/CPR;
 - 4.4.1.11 Alcohol handling and management, for those who sell and serve alcohol;
 - 4.4.1.12 Equipment operation;
 - 4.4.1.13 University protocol for addressing bias incidents;
 - 4.4.1.14 University sexual harassment, Violence Against Women Act, and discrimination/Title IX policies;
 - 4.4.1.15 Conduct when working with minors;
 - 4.4.1.16 Emergency preparedness;
 - 4.4.1.17 Premise-specific policies (i.e. – access, etc.).

Regularly scheduled training meetings shall be conducted during the academic year by Successful Vendor at its own expense. Such meetings shall include all full- and part-time employees of Successful Vendor, including student employees. For all new hires, Successful Vendor will provide immediate training as necessary, covering the types of tasks performed in the assignment(s) covered by the new employee.

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

4.4.2.1 Alcoholic beverages shall be stored only in University approved securable storage;

4.4.2.2 Any selected Successful Vendor employee serving alcoholic beverages at licensed premises shall be

4.4.2.3 21 years of age or older, never convicted of a crime, and not a full-time law enforcement officer;

4.4.2.4 Successful Vendor employees serving alcoholic beverages shall record sales of alcoholic beverages separately from food and non-alcoholic beverage items. All serving of alcoholic beverages shall be done in accordance with University policies and all applicable State of Florida and municipal law, including restricting access to alcoholic beverages by persons under the age to consume and by those who are actually, or apparently intoxicated.

4.5 **District Support Personnel.** All District level support personnel assigned to University that are not part of the agreed to On-Site Management Team shall be paid as a Successful Vendor Overhead Expense, as per the terms of Section 15.3.

ARTICLE V – GENERAL OPERATING PROVISIONS

5.1 Premises, Capital Equipment, and Furnishings.

- 5.1.1 University shall provide at its expense, the Premises, Capital Equipment, and Furnishings owned by University including, but not limited to, kitchen equipment, servery equipment, storage equipment, fire extinguishing equipment, and dining room tables and chairs. Successful Vendor shall take reasonable and proper care of University's property.
- 5.1.2 Successful Vendor, at its expense, shall design, construct/renovate the Premises (by Successful Vendor with oversight of FIU Facilities or by University through the FIU Facilities' process, whichever is applicable), and manage the construction of projects pertaining to the Premises. Upon mutual agreement of both parties, capital investment funds projected to be utilized for any given construction project, but which are not utilized in such project may be utilized towards another project or as refresh funds. Successful Vendor will use its best commercially reasonable efforts to complete construction projects in a timely and efficient manner. The extent and nature of any capital investment, construction project, and/or scheduling shall be mutually agreed upon between Successful Vendor and the University.
- 5.1.3 Successful Vendor will provide the University with a detailed account of the actual costs related to all capital investments for the Dining Services Program. Successful Vendor will provide invoices as well as proof of payment for all costs associated with construction projects.
- 5.1.4 Successful Vendor shall not alter, decorate, install or make additions or improvements in or to the Premises, Capital Equipment, Furnishings or any University property without the University's approval. Any alterations, fixtures, additions, improvements, decorations, or installations (except Smallwares not owned by the University, and Successful Vendor-owned property and/or items that bear the name of Successful Vendor, its logo or trademark) installed at Successful Vendor's expense shall become the property of the University.
- 5.1.5 The Premises, Capital Equipment, and Furnishings shall comply with all applicable building, sanitation, safety and health laws, ordinances, rules and regulations, including American with Disabilities Act (ADAAG), the federal Occupational Safety and Health Act of 1970, as amended, or applicable state act and the standards promulgated there under. Successful Vendor agrees to be responsible for its acts or the results thereof arising solely from its breach of the aforementioned obligations. Any modifications or alterations to the Premises, Capital Equipment and Furnishings necessary to comply with any statute or governmental regulation, any violations of any applicable building, sanitation, health, safety law, rule or regulation shall be the responsibility of the Successful Vendor and shall be at the Successful Vendor's expense unless the need for such modification or alteration is a total building infraction and/or one that does not solely support the Premises, in which case the cost will be the responsibility of the University. Should a determination be required as to whether a specific condition violate these laws, a competent safety engineer shall make such determination.

5.1.6 All Successful Vendor proposed facility renovation or new construction, equipment installation, and/or other capital improvements or alterations require advance University notice, with such approval at the sole discretion of University. Prior to review of the request, Successful Vendor shall provide to the University documents of the work prepared by a licensed architect and/or engineer qualified within the state of Florida. All work undertaken by Successful Vendor shall require adherence with Prevailing Wage laws and related reporting obligations. Successful Vendor shall be required to provide University with accurate capital budgets, impact on operating budgets, timelines, and conform to the design and construction standards as outlined in the FIU Building Standards Manual, as available from Facilities Management. The Office of Business Services will approve design renderings and color schemes.

5.2 **Capital Equipment.** Successful Vendor shall provide, at its own cost and expense, equipment not provided by University, which Successful Vendor deems necessary for the performance of the Contract.

5.2.1 **Inventory of Capital Equipment and Furnishings.** Immediately upon commencement of this Statement of Work, Successful Vendor and University shall together conduct an initial physical inventory, of Capital Equipment and Furnishings within Successful Vendor's Premises. The Inventory of Capital Equipment and Furnishings will be documented in Attachment 13. Thereafter, Successful Vendor and University shall annually update this inventory, which shall include the Capital Equipment and Furnishings from the initial inventory, plus additional purchases during the contract year, less any equipment disposed of in accordance with FIU's policies and procedures. Upon termination of this Statement of Work, University will confirm a final physical inventory of all Capital Equipment and Furnishings. At that time, Successful Vendor shall surrender an equal inventory of Capital Equipment and Furnishings to University, subject to reasonable wear and tear or loss or destruction due to fire or other casualty. If any inventoried item is lost, damaged or unaccounted for prior to expiration of its useful life, either during or at termination of the contract, as a result of Successful Vendor's negligence and not considered reasonable wear and tear, then the Successful Vendor shall either pay the University an amount proportionate to the remaining useful life of the item using the straight-line method of amortization, or replace items with an identical product or equal at Successful Vendor's cost. Any such equipment purchased by Successful Vendor on University's behalf shall be purchased as a "sale-for resale" to the University.

5.3 **Smallwares.** University shall furnish, at its expense, all Smallwares owned by University and associated with Successful Vendor's assigned Premises. Successful Vendor shall provide, at Successful Vendor expense, all Smallwares required for the operation of existing and future Premises in the Dining Services Program. This includes an initial purchase of any additional Smallwares needed for the proper operation of the Dining Services Program.

5.3.1 **Smallwares Inventory and Replacement.** Immediately upon commencement of this Statement of Work, Successful Vendor and University shall together conduct an initial physical inventory, updated annually thereafter, of the Smallwares associated with Successful Vendor's Premises and is to be documented. Additionally, if at any time Successful Vendor is to provide service to new or renovated Dining Services Program locations, Successful Vendor shall increase the Smallwares with such items as are required, at Successful Vendor's expense. Successful Vendor shall be required to provide

ongoing replacement of the Smallwares, with all Successful Vendor purchases to be fully expensed as a cost of operations in the year of purchase. Upon termination of this Statement of Work, Successful Vendor shall surrender an equal inventory of University-owned Smallwares to University in the same order and condition as when received or purchased by Successful Vendor, subject to reasonable wear and tear or loss or destruction due to fire or other casualty.

5.4 **Right of Inspection.** University retains the right to inspect, evaluate, and request changes in the operation and condition of the Dining Services Program and Premises at any time with respect to quality, quantity, and production of all food items, hours of meal service, prices, safety, sanitation, and maintenance of the facilities and equipment to bring them to levels satisfactory to University. Inspections and evaluations shall be conducted so as not to interfere with the normal operations of Dining Services Program functions. University reserves the right to periodically conduct an unannounced inspection with or without Successful Vendor's representatives being present. Inspectors from all state and local authorities and from University shall have complete cooperation from Successful Vendor. When state and local authorities arrive for inspection, University shall be notified by Successful Vendor and, whenever practical, University's Contract Administrator shall be present for the inspection. University and Successful Vendor shall each provide the other with copies of any state or local authority's inspection report it receives, within a reasonably prompt period of time. Within ten (10) calendar days of receipt by Successful Vendor, Successful Vendor shall provide University with a written report of corrective action taken. In the event that corrective action is a joint responsibility, Successful Vendor shall notify University of its responsibility in the matter and shall work with University in the implementation of such action.

5.5 **Successful Vendor's Designated Offices.**

5.5.1 **Office Facilities.** University shall provide, without charge to Successful Vendor, suitable office facilities for use by Successful Vendor in the performance of this Statement of Work. Successful Vendor shall take reasonable and proper care of the office facilities and shall return them to University at the termination of this Statement of Work in good condition, ordinary wear and tear accepted. At a minimum, University shall provide Successful Vendor with the following:

- 5.5.1.1 Space in or adjacent to the Food Service facilities for use by the unit manager(s);
- 5.5.1.2 A publicly accessible, and professionally appearing Catering office space;
- 5.5.1.3 A central administration office space;

5.5.2 **Existing Office Furniture.** At the commencement of the Contract, University shall provide its existing office furniture assigned to Successful Vendor's Premises at no charge to Successful Vendor. Additional furniture required shall be Successful Vendor's responsibility to obtain and purchase, at Successful Vendor's cost, subject to University approval. Successful Vendor shall be responsible for maintenance of such furniture in good condition and repair. Upon termination of the Contract, Successful Vendor shall return University's office furniture in the same condition as when received by Successful Vendor, subject to reasonable wear and tear or loss or destruction due to fire or other casualty.

5.5.3 **Office and Other Machines.** Successful Vendor shall provide all office machines necessary for the management of the Dining Services Program to including personal computers,

printers, FAX machines, copy machines, calculators, safes, timekeeping equipment, and any other office machines required for Successful Vendor's internal business operations. The University, in its option, may offer services and surplus equipment to the Successful Vendor, at a cost if feasible.

5.5.4 **General Office Supplies.** Successful Vendor shall furnish at its expense, necessary office supplies for its operation, including but not limited to paper, postage and file folders.

5.6 **University Systems.**

5.6.1 **Connectivity.** University acknowledges that, in connection with the services being provided hereunder, Successful Vendor may need to operate certain information technology systems, compatible with the University system, including but not limited to point-of-sale devices, e-commerce solutions, and computer hardware and software services and applications ("~~Non-University-Systems~~"). University further acknowledges that the ~~Non-University-Systems~~ may need to interface with or connect to University's networks and information technology systems ("University Systems"). Vendor shall be responsible for all Systems pertaining to the Dining Services Program, and University shall be responsible for all University Systems, both of which include taking the necessary security and privacy protections as are reasonable under the circumstances. As an agent to the University, the Successful Vendor and all employees must comply completely with the FIU Payment Card Processing Policy, FERPA laws, Payment Card Industry Data Security Standard (PCI DSS) guidelines and any Florida statutes. All devices (whether connected through cabled network or wireless), all software and systems must be properly secured and fully compliant with current PCI standards. Any devices, software or systems that are not compliant with University PCI requirements that would result in additional costs to the University for security consulting services, PCI reporting, PCI compliance or risk mitigation measures will be paid by the Successful Vendor to the University. Any additional hardware, software or systems needed to provide connectivity or security of the connectivity shall be paid for by the Successful Vendor. Successful Vendor shall be responsible for furnishing the appropriate Attestation of Compliance (AOC) annually and a data flow diagram to confirm that FIU is not storing, transmitting, and/or processing cardholder information.

5.6.2 **Compliance with PCI-DSS.** Successful Vendor will remain solely responsible for ensuring all services are delivered in full compliance with the most ~~stringent recent version of the~~ Payment Card Industry Data Security Standard (PCI-DSS) standards in effect at the time of service delivery. Successful Vendor will treat all FIU provided infrastructure and resources as public and non-~~compliant~~secure, regardless of measures FIU may choose to put in place. Successful Vendor will also maintain all required qualifications and periodically furnish proof of ongoing compliance (Reports On Compliance and other attestations as may be required for all personnel, hardware, software and online services) to demonstrate to FIU that Successful Vendor is continuously operating in full compliance with PCI-DSS and is not relying on FIU for any aspect of that compliance. If Successful Vendor loses any required certification, or this certification lapses, Successful Vendor shall immediately notify FIU.

5.6.2.1 If Successful Vendor serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder,

Successful Vendor shall be exclusively responsible for legal, regulatory, and industry standards compliance, including PCI DSS, for all credit and debit card transactions associated with the Dining Services Program ("Data Protection Rules"). University agrees to implement the changes to University Systems that Successful Vendor reasonably requests and can demonstrate are necessary or prudent to ensure Successful Vendor's compliance with the Data Protection Rules. In the event that implementation of Successful Vendor's requests result in additional hardware, software, or services costs, Successful Vendor shall reimburse University as a cost of operations.

5.6.2.2 Successful Vendor agrees to notify University within ~~30 days~~ 72 hours if either Successful Vendor establishes that it is not PCI-compliant or Successful Vendor is notified by a Qualified Security Assessor (QSA) or Successful Vendor's acquiring bank that Successful Vendor is not PCI-compliant.

5.6.2.3 Successful Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of cardholder data. In the event of a breach of any of Successful Vendor's security obligations or other event requiring notification under applicable law, Successful Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and, with approval of the Florida Attorney General, defend University and its trustees, officers, and employees from and against any claims, damages, or other harm related to such a breach.

5.6.2.4 Successful Vendor agrees to notify University's Contract Administrator within 24 hours ~~in the event of of Vendor's knowledge of an~~ unauthorized release of cardholder data.

5.6.3 **Email Accounts.** University shall provide and assign University e-mail accounts for Successful Vendor's key managers and supervisors. In the event of the termination or addition of a key manager or supervisor, Successful Vendor shall notify the University's Contract Administrator within 30 days of the event, and upon request, will provide the Contract Administrator with a full list of its University email accounts.

5.6.4 **Electronic Access System.**

5.6.4.1 University shall provide and maintain a software management system, currently CBORD, operating as the "FIU One Card," that shall can handle the various meal programs included in this Statement of Work.

5.6.4.2 Successful Vendor shall provide the equipment and services that it anticipates will interface with the Electronic Access System and identify in Attachment 9.

5.6.4.3 As part of its Electronic Access System responsibilities, Successful Vendor shall:

5.6.4.3.1 Provide the equipment and services identified in Attachment 9.

- 5.6.4.3.2 Bear all costs of daily operation including cash registers, paper supplies, and labor to operate the system, including service hours for student access.
- 5.6.4.3.3 Be responsible and bear the cost for the maintenance and support costs of all Successful Vendor software.
- 5.6.4.3.4 Be responsible and bear the monthly cost of all hardware and software support and maintenance of the University's Electronic Access System pertaining to the Dining Services Program.
- 5.6.4.3.5 Be responsible for and bear the cost of programming and configuration of Successful Vendor's Point-of-Sale devices.
- ~~5.6.4.3.6 Successful Vendor shall provide for charge sales to the University on its own account.~~
- 5.6.4.4 University and Successful Vendor shall each immediately notify the other as soon as either party becomes aware that customer service may be affected because of any malfunctions which require maintenance or repairs on the Electronic Access System equipment, including all cash registers.
- 5.6.4.5 Successful Vendor shall furnish the University with requested daily/weekly reports to verify all customer counts, meal counts, cash sales, dining dollar sales, and other pertinent information so requested pertaining to all Successful Vendor's services, including subcontracted services. University may, at any time, make unannounced audits of the cashiers, especially the retail operations. The audits shall not interfere with peak period retail sales.
- 5.6.4.6 Successful Vendor shall abide by the "FIU One Card" terms and conditions attached hereto as Appendix XI.
- 5.6.5 **Website.** Successful Vendor, at Successful Vendor's sole cost, shall establish and maintain a high quality, customer interactive, informational website for the Dining Services Program at Successful Vendor expense, linked to the University's website at a location of University's choosing ("Hosted Website"). Successful Vendor's Hosted Website shall comply with University graphic standards and the provisions of Section 16.16 and not include third party advertising without the prior written permission of the University. At a minimum, the Hosted Website shall contain the following, with information to be kept current at all times, and all content subject to University approval:
 - 5.6.5.1 Dining Services Program locations (including location map) and days/hours of operation;
 - 5.6.5.2 Menus for each Food Service location, including pricing and caloric and nutritional breakdown of foods offered as per the requirements of Sections 7.1.1 and 7.1.2, and pricing;
 - 5.6.5.3 Resident meal plan configuration, pricing and policies;

- 5.6.5.4 Voluntary meal plan information, promotional materials and online purchase capability;
- 5.6.5.5 Information on Successful Vendor's on-campus wellness initiatives as well as nutritional and wellness education information. Information will be kept current at all times;
- 5.6.5.6 Catering menus, pricing and policies, and link to Successful Vendor's catering ordering software;
- 5.6.5.7 Upcoming events and promotions;
- 5.6.5.8 Information on Successful Vendor's on-campus sustainability initiatives as well as sustainability education information. Information will be kept current at all times.
- 5.6.5.9 Dining management team contact information.

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

5.6.5.11 Vendor will accept University credentials via single sign-on (ex: CAS, ADFS, Shibboleth, Secure LDAP, etc.). Vendor will implement timely updates addressing any security vulnerabilities in its online system, whether discovered by Vendor, reported to Vendor, or disclosed by other parties. Failure to correct security vulnerabilities shall be grounds for termination of this Statement of Work. Web client access will support, and will continue to support, current versions of supported web browsers. Web client systems will also support and continue to support access from Android, Windows phone, and Apple IOS cellular systems. Hosted Website and Vendor applications will be free of content harmful to client systems, and will conform to the minimum standards for web-based application security described in the Open Web Application Security Project (OWASP) Guide to Building Secure Web Applications.

5.6.5.12 Hosted Website and Vendor applications shall comply with the Americans with Disabilities Act (ADA), by supporting assistive software or devices such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces in a manner consistent with the Web Content Accessibility Guidelines published by the World Wide Web Consortium's Web Accessibility Initiative. Vendor shall provide University current completed Voluntary Product Accessibility Template

(VPAT) to detail compliance with the federal Section 508 standards. In the event that Vendor's web sites are not Accessibility compliant, University may demand that the Vendor promptly make modifications that will make the sites Accessibility compliant; in addition, in such an event, University shall have right to modify or copy the site material in order to make it useable for Authorized Users.

5.6.5.105.6.5.13 In the event that Vendor provides a Hosted Website on behalf of University, Vendor shall ensure that its Hosted Website is available, as measured over the course of each calendar month during the contract term, at least [ninety-nine and ninety-five one-hundredths percent (99.95%) of the time. "Available" means the Hosted Website is available and operable for access and use by the University and the University community over the Internet in material conformity as per Section 5.6.5.

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

5.6.6.1 Successful Vendor will provide on-site management or technical personnel appropriately trained in the software systems used by University on behalf of the Dining Services Program, to include a qualified person to coordinate the programming and configuration of Point of Sale devices, as well as all related hardware and software support.

5.6.6.2 Successful Vendor will provide all support for information technologies used by Successful Vendor's personnel. Successful Vendor will host and manage its own IT services, including web services, email, chat, and calendaring. To the extent that University allows Successful Vendor use of University's wired or wireless networks, University support will be limited to verification of connectivity, and Successful Vendor will maintain all IT equipment and software at version or release levels supported with timely security updates by its respective developers, licensors, or manufacturers. Successful Vendor equipment, software, and personnel will comply with University policies including those addressing information security, privacy, and acceptable use. ~~Successful Vendor shall not run credit card transactions across University's wired or wireless network without consent of University and will do so following PCI best practices should University provides consent. Successful Vendor shall notify FIU prior to any implementation of system upgrades, implementations or changes and shall meet endpoint security requirements.~~

5.6.6.3 Successful Vendor agrees to keep current all Successful Vendor provided computer hardware and software in use at the University's premises, with a maximum replacement cycle of three years, unless otherwise specifically agreed to by University's Contract Administrator. All Successful Vendor computer hardware and software must be legally licensed with up-to-date operating system, third party software and security patches.

~~5.6.6.4 **Web access.** Successful Vendor will accept University credentials via (ex: Active Directory, Secure LDAP, etc.). Successful Vendor will implement timely updates addressing any security vulnerabilities in its online system, whether discovered by Successful Vendor, reported to Successful Vendor, or disclosed by other parties. Failure to correct security vulnerabilities shall be grounds for termination of this Statement of Work. Web client access will support, and will continue to support, current versions of Internet Explorer, Chrome, and Safari, running on Windows, MacOS, iOS, and other major internet browsers not yet developed, and will require no non default plug ins or extensions. Web client systems will also support and continue to support access from Android, Windows phone, and Apple IOS cellular systems. Successful Vendor web services will be free of content harmful to client systems, and will conform to the minimum standards for web based application security described in the Open Web Application Security Project (OWASP) Guide to Building Secure Web Applications.~~

~~5.6.6.5.6.6.4 Successful Vendor web services shall comply with the Americans with Disabilities Act (ADA), by supporting assistive software or devices such as large print interfaces, text to speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces in a manner consistent with the Web Content Accessibility Guidelines published by the World Wide Web Consortium's Web Accessibility Initiative. Successful Vendor shall provide University current completed Voluntary Product Accessibility Template (VPAT) to detail compliance with the federal Section 508 standards. In the event that Successful Vendor's web sites are not Accessibility compliant, University may demand that the Successful Vendor promptly make modifications that will make the sites Accessibility compliant; in addition, in such an event, University shall have right to modify or copy the site material in order to make it useable for Authorized Users.~~

~~5.6.6.65.6.6.5~~ Successful Vendor shall maintain a Business Continuity/Disaster Recovery plan for all data stored by Successful Vendor related to University's Dining Services Program in the event of a critical failure of Successful Vendor's IT infrastructure. Said plan shall be subject to review and approval by University.

~~5.6.6.75.6.6.6~~ If Successful Vendor stores any confidential or sensitive University information, including any personally identifiable information on students, employees, or other affiliates ("Covered Data and Information"):

~~5.6.6.7.15.6.6.6.1~~ Successful Vendor acknowledges that for the purposes of this Statement of Work it is designated as a "school official" with "legitimate educational interests" in University data and associated metadata, as those terms have been defined under the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations, and SUCCESSFUL VENDOR agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials.

~~5.6.6.7.25.6.6.6.2~~ Any confidential or sensitive University information, and any personal data collected for this service may only be used to provide this service and will not be disclosed for any reason to any third party. Should

the Successful Vendor have need to store any confidential information, the data shall be encrypted while at rest. By way of illustration and not of limitation, Successful Vendor will not use such data for Successful Vendor's own benefit and, in particular, will not engage in "data mining" of University data or communications, whether through automated or human means, except as necessary to fulfill its duties under this Statement of Work, or as specifically and expressly provided for in this Statement of Work, as required by law, or authorized in writing by University.

~~5.6.6.7.35~~ 5.6.6.3 University is the sole and exclusive owner of all data that is collected by the Successful Vendor system or by University and transferred to and received by Successful Vendor through the Successful Vendor's system. Successful Vendor is prohibited from providing information in response to 3rd party requests and is required to direct all such requests for information to University's Contract Administrator.

~~5.6.6.7.45~~ 5.6.6.4 All data shall be stored at a location in the United States unless otherwise agreed by the parties.

~~5.6.6.85~~ 5.6.6.7 **Maintenance of the Security of Electronic Information**. Successful Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to ensure confidentiality, integrity and availability in the collection, receipt, transmission, storage, disposal, use and disclosure of Covered Data and Information received from, or on behalf of University. Successful Vendor shall at a minimum maintain and use security measures no less rigorous than those afforded its own data, and that meet requirements imposed by laws or regulations applicable to the storage, use and transmission of such shared data, and commercially acceptable standards.

~~5.6.6.95~~ 5.6.6.8 **Reporting of Unauthorized Disclosures, Data Security Breaches, or Misuse of Covered Data and Information**. Successful Vendor agrees that if any use or access not authorized by this Statement of Work or in writing by University, or any breach or compromise of the security, confidentiality or integrity of such personal information received from University, or developed or gathered under the Statement of Work, is reasonably believed to have occurred, Successful Vendor shall, in writing, notify University of the security incident within no more than twenty-four (24) hours of Vendor's knowledge of the incident. The report shall identify: The nature of the unauthorized use or disclosure; The data used or disclosed; Who made the unauthorized use or received the unauthorized disclosure; What Successful Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and, What corrective action Successful Vendor has taken or shall take to prevent future similar unauthorized use or disclosure.

~~5.6.6.105~~ 5.6.6.9 Successful Vendor shall promptly thereafter confer with University regarding the incident and, at its own expense, comply with all notification action

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

~~5.6.6.115~~ **6.6.10** Successful Vendor shall defend, indemnify and hold University harmless from all claims, liabilities, damages, or judgments involving a third party, including University's costs and attorney fees, which arise as a result of Successful Vendor's failure to meet any of its obligations under this Statement of Work.

~~5.6.6.125~~ **6.6.11 Return and Destruction of Covered Data and Information.** Upon termination, cancellation, expiration or other conclusion of the Statement of Work, Successful Vendor shall return and destroy all University information, including any personally identifiable information on students, employees, or other affiliates. At any time, at the request of an agent of University, Successful Vendor shall erase, destroy, and render unrecoverable all University data and certify in writing that these actions have been completed within 7 days of the request. At a minimum, a "Clear" media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP800-88 Rev. 1 - see <http://csrc.nist.gov>.

~~5.6.6.135~~ **6.6.12 System Audits.** At least once per year, at Successful Vendor's expense, Successful Vendor shall conduct ~~site~~ audits of the information technology and information security controls for all facilities used in complying with its obligations under this Statement of Work on University's campus, including, but not limited to, PCI Compliance performed by a recognized third-party audit firm based on the recognized industry best practices. A copy of the ~~site~~ audit will be provided to University's Contract Administrator. Additionally, upon the Contract Administrator's request, Successful Vendor shall make available for Contract Administrator review all of the following, as applicable: Successful Vendor's latest PCI-DSS Attestation of Compliance certification. University shall treat such audit reports as Successful Vendor's Confidential Information under this Statement of Work. Any exceptions noted on the attestation of compliance will be promptly addressed with the development and implementation of a corrective action plan by Successful Vendor.

~~5.6.6.14~~ **~~Dining Services Program Website Availability Requirement.~~** ~~In the event that Successful Vendor provides a Hosted Website on behalf of University, Successful Vendor shall ensure that its Hosted Website is available, as measured over the course of each calendar month during the contract term, at least [ninety nine and ninety five one hundredths percent (99.95%) of the time. "Available" means the Hosted Website is available and operable for access and use by the University and the University community over the Internet in material conformity as per Section 5.6.5-~~

~~5.6.6.155~~ **6.6.13 Point of Sale Liability.** Successful Vendor shall be responsible for any losses or liabilities that occur from the point of sale systems or equipment.

~~5.6.6.165~~ **6.6.14 Sub-Successful Vendors.** The provisions outlined in Sections 5.6.5.1-5.6.5.15 shall be extended by contract to all subcontractors, sub-Successful Vendors and third-party service providers to whom Successful Vendor

will provide, or give access to, University's servers, computer network and/or data that is the subject of this contract.

5.7 **Successful Vendor Technology Systems.**

5.7.1 **Other Successful Vendor Technology Systems.** Successful Vendor, at its expense shall provide other technology systems that it deems necessary to provide the services identified in this Statement of Work.

5.7.2 **Video Surveillance.** Successful Vendor shall provide all video surveillance and security systems it deems necessary for Successful Vendor's Premises as a cost of operations, including installation, management, and maintenance of systems. All Video surveillance and security systems shall be subject to review and approval by University prior to purchase and installation. The creation, use, maintenance and/or disclosure of all stored data shall comply with all applicable laws, rules and regulations, including but not limited to Florida Statutes, as amended from time to time, and all applicable University policies and procedures. Successful Vendor shall provide University with a copy of any video surveillance upon request.

5.8 **Stewardship.**

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

5.8.2 **Maintenance and Repair Responsibilities.**

5.8.2.1 Successful Vendor, at its expense, shall furnish all required interior maintenance services for the Dining Services Program facilities including but not limited to utilities and services Successful Vendor is supplying or paying for use and be responsible for compliance with all federal, state and local laws and regulations applicable to the interior of the Dining Services Program facilities under Successful Vendor's exclusive control as identified in Attachment [redacted], attached hereto during Successful Vendor's operating hours, including but not limited to safety and health laws and regulations.

Commented [SA3]: If the University has alternate definition for areas under Vendor's exclusive control, then Aramark would be happy to review it.

5.8.2.2 With respect to the equipment provided by University, University makes no implied or express warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. However, Successful Vendor shall have the benefit of any warranty or guarantee given University by the manufacturer or the seller of the equipment.

5.8.2.3 Successful Vendor shall be responsible for performing the proper use and care for the equipment (in accordance with manufacturer's instructions) and facilities it is assigned and/or uses in the performance of its daily duties. Successful Vendor shall be responsible for performing preventative maintenance on equipment, fixtures, furnishings and building components in the Dining Services Program facilities under Successful Vendor's exclusive control, as identified in Attachment [redacted], attached hereto during Successful Vendor's operating hours, which may

Commented [SA4]: If the University has alternate definition for areas under Vendor's exclusive control, then Aramark would be happy to review it.

include areas such as walls, doors, locks and other features that are part of the Successful Vendor's exclusive space. Items or features in areas that are not part of Successful Vendor's exclusive space, as identified in Attachment [redacted] and during Successful Vendor's operating hours, shall not be considered building components for purposes of this section.

- 5.8.2.4 Successful Vendor, at its expense, shall be responsible for the proper maintenance and repair and replacement of fixtures, furniture and equipment utilized in the Dining Services Program, including related repairs and supplies. All replacements shall be the property of University.
- 5.8.2.5 Successful Vendor shall be responsible for normal wear and tear type maintenance and repairs, such as, but not limited to, painting, light bulb or light/lamp fixture replacement, ceiling tile replacement, wall treatments, window treatments, etc.
- 5.8.2.6 After consultation with Successful Vendor regarding the disposition and use of excess Dining Services Program capital equipment, furnishings, or smallwares owned by University, University shall declare as surplus and dispose of any surplus property. Under no circumstances shall the Successful Vendor remove any University owned equipment from the premises without written permission from the Contract Administrator.
- 5.8.2.7 Annually, but not later than February 1 of each year, Successful Vendor shall advise University of plans in the ensuing year for new capital equipment or replacement of current capital equipment. University shall be responsible for the final decision for equipment replacement.
- 5.8.3 **Emergency Disposable Service Ware.** If dishwashing facilities become inoperative and paper or other disposable service is required, Successful Vendor shall be responsible for providing and maintaining an inventory of disposable service ware adequate to meet emergency needs. Successful Vendor is responsible for maintenance and repair of the dishwashing equipment. If the dishwashing facilities become inoperable due to Successful Vendor's employees' negligence or misuse, Successful Vendor shall pay all associated disposable service ware costs as a cost of operations.
- 5.8.4 **Degreasing System.** At Successful Vendor's cost, Successful Vendor shall be responsible for performing the proper use and care of all degreasing system(s) associated with the Dining Services Program, as well as the regular disposal/removal of contents from University premises by a qualified disposal provider and in accordance with the University's environmental health and safety program. Successful Vendor shall provide University with a disposal and cleaning schedule, subject to University approval, and shall rigorously adhere to the approved schedule. Additionally, Successful Vendor shall be responsible, at Successful Vendor's cost, for ~~weekly~~ industrial cleaning as mutually agreed upon based upon location and in consultation with University's Environmental Health and Safety Department of the areas surrounding all grease traps associated with the Dining Services Program. Successful Vendor shall be responsible for the regular preventive maintenance of the degreasing system(s), including comprehensive annual maintenance at a time mutually agreeable to University and Successful Vendor.

- 5.8.5 **Pest Control.** Successful Vendor will be responsible for payment, scheduling and performing pest and insect control in all facilities associated with the Dining Services Program, including, but not limited to dining and seating areas, trash bins, production, service, storage, and employee support areas. The schedule of frequency of service shall be as needed, but on a consistent schedule. The direct cost of pest and insect control will be paid by Successful Vendor. Successful Vendor shall consult and work collaboratively with the Facilities Management, Graham Center, Risk Management, and other appropriate offices/departments in its pest control efforts.
- 5.8.6 **Garbage.** Successful Vendor shall dispose of all garbage generated by Successful Vendor appropriately and in accordance with all applicable laws. All trash and waste products shall be placed in sealed bags which prevent odor from escaping and which cause the trash to be secure from all vermin and rodents. Successful Vendor shall clean, sanitize, deodorize and exterminate the area in which the trash is stored as may be necessary from time to time to ensure a clean, safe, insect, vermin and rodent free environment free of foul smells and odors and not permit any perishable or other refuse to accumulate in the trash room for any unreasonable length of time. The cost cleaning of spaces within dining locations housing trash generated by Successful Vendor and the University or other entities shall be prorated among all entities sharing such space as mutually agreed upon. For food trucks, or other outdoor service locations, Successful Vendor shall be responsible for cleaning areas housing trash immediately adjacent to such food truck or outdoor service location. Successful Vendor shall not allow trash to accumulate. Without limiting FIU's rights and remedies hereunder, if Successful Vendor fails to comply with this obligation, as determined in the sole, but reasonable, discretion of FIU, and such failure continues for five (5) calendar days after written notice from FIU, FIU may, but is not obligated to, perform or hire the necessary contractor to perform, such obligation, and Successful Vendor will pay FIU for the costs thereof within ten (10) days from receipt of written demand from FIU. Should there be cost incurred for garbage associated with the trash receptacle for the Premises, Successful Vendor will pay a proportion of the cost based upon the share of the receptacle used by the Successful Vendor, as determined by FIU.
- 5.8.7 **Hazardous Substances.** Successful Vendor shall not, and shall not use the Premises to, store, use, or dispose of any Hazardous Substance or Materials (as defined hereafter) on the Premises or on FIU's campuses generally, or any other common or public areas thereon. Further, Successful Vendor shall not violate any applicable Environmental Laws (as defined hereafter) in carrying out its operations hereunder. The Premises is subject to inspections by the State Fire Marshall and Successful Vendor is responsible for maintaining the Premises in compliance with fire safety codes and assuring timely correction of any conditions identified by the authority having jurisdiction. For purposes hereof, the following definitions shall apply:
- 5.8.7.1 "Environmental Law" means and includes the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA" or the Federal Superfund Act) as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA") 42 U.S.C., Sections 9601- 9675; the Federal Resource Conservation and Recovery Act of 1876 ("RCRA"); the Clean Water Act, 33 U.S.C., Section 1321, et seq.; the Clean Air Act, 42 U.S.C., Section 7401, et seq., all environmental compliance requirements as imposed by the Department of Environmental

Resources Management (“DERM”) or the Department of Environmental Protection (“DEP”), all as the same may be from time to time amended and any other federal, state, county, municipal, local or other statute, law, ordinance or regulation which may relate to or deal with human health or the environment, including, without limitation, all regulations promulgated by a regulatory body pursuant to any such statute, law or ordinance.

5.8.7.2 “Hazardous Substance or Materials” means asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, chemical waste, radioactive materials, explosives, known carcinogens, petroleum products or other dangerous, toxic, or hazardous pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or contaminant in, or the release or disposal of which is regulated by, any Environmental Law.

5.8.7.3 Environmental Compliance Requirements: Successful Vendor shall maintain the Premises remain free from contamination by Hazardous Substance or Materials in excess of amounts permitted by Environmental Laws and that the Premises and the activities conducted or to be conducted thereon do not and will not violate any Environmental Laws. Successful Vendor shall not cause or permit the Premises to be used for the generation, handling, storage, transportation, disposal or release of any Hazardous Substance or Materials except as specifically exempted or permitted at all times under applicable Environmental Laws. Successful Vendor shall not cause or permit the Premises or any activities conducted thereon to be in violation of any current and future applicable Environmental Laws. Successful Vendor will promptly notify FIU of any violation by Successful Vendor or its agents, contractors, invitees, employees, or assigns of any Environmental Laws or the release or suspected release of Hazardous Substance or Materials in, under or about the Premises, in violation of Environmental Laws, and Successful Vendor shall promptly deliver to FIU a copy of any notices, filings or permits sent or received by Successful Vendor or on behalf of Successful Vendor with respect to the foregoing. Successful Vendor shall have the right to direct decisions regarding remediation activities affecting the Premises which are the responsibility of Successful Vendor under this License all of which shall be performed at Successful Vendor’s cost, but FIU shall have reasonable input into decisions regarding remediation activities. The issuance by applicable government authorities having jurisdiction over the Premises of a “No Further Action” letter shall be deemed to fulfill Successful Vendor’s obligation to perform remediation activities under this License. Notwithstanding the foregoing, in no event shall Successful Vendor be entitled to agree to any lesser clean-up standard than is required by Environmental Law (without reliance on any risk based corrective action measures) or to any limitation on use that would bind the Premises following the expiration of the License Term without FIU’s written consent. Should Successful Vendor generate any Hazardous Substance or Materials waste, Successful Vendor shall, at Successful Vendor’s own cost and expense, obtain the required licensing and/or permitting related thereto and shall dispose of it in accordance with Environmental Law. Successful Vendor understands and agrees that FIU will not dispose of nor arrange for the disposal of any such Hazardous Substance or Materials waste generated by Successful Vendor. In the event FIU suffers any claims or loss pursuant to this provision,

Successful Vendor shall immediately pay FIU hereunder. Successful Vendor's liability under this provision shall survive the expiration or any termination of this License.

5.8.7.4 Successful Vendor has no duty to investigate, detect, handle, encapsulate, remove, or dispose of, and will have no responsibility to University or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants at University's Premises or their surrounding premises; and such duties have not been included herein, unless such Hazardous Substances or Materials result from the negligent acts or omissions of Vendor. However, Vendor shall report to the University any such Hazardous Substances, Materials, or condition that it reasonably believes to exist on the Premises and, as noted above, promptly notify FIU of any violation by Successful Vendor or its agents, contractors, invitees, employees, or assigns of any Environmental Laws or the release or suspected release of Hazardous Substance or Materials in, under or about the Premises. The University will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the Term of this Agreement, regarding such Hazardous Substances on the Premises. The University will inform Successful Vendor of the presence of such Hazardous Substances and acknowledges that Successful Vendor's employees will not be required to work in any location where they could be exposed to such Hazardous Substances. Successful Vendor has advised the University that it does not provide or assume any responsibility to monitor or remediate mold, fungi, mildew, indoor air quality or any similar conditions unless resulting from Vendor's negligent acts or omissions, and that all determinations and corrective actions regarding mold, fungi, mildew, indoor air quality and any similar conditions that are unrelated to Vendor's negligent acts or omissions shall be made by the University or a third party retained by the University. However, as noted above, Supplier will report to the University any such mold, fungi, mildew, or similar conditions it reasonably believes to exist on the Premises and, as noted above, promptly notify FIU of any violation by Successful Vendor or its agents, contractors, invitees, employees, or assigns of any Environmental Laws or the presence of mold, fungi, mildew or similar conditions in, under or about the Premises. In no case will any Aramark employee act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain solely with the University

~~5.8.7.3~~5.8.7.5 Successful Vendor will not be responsible for any conditions that existed in, on, or upon the Premises before the Effective Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, environmental impairments, and other conditions. To the extent permitted by law, the University shall be responsible for any liability related to, or arising out of, any defective condition or the presence of Hazardous Substances or Pre-Existing Conditions on or at the Premises or the claimed or actual release or threatened release or disposal of Hazardous Substances from or at the Premises, to the extent not caused by the negligent acts or omissions of Successful Vendor, its employees or subcontractors, including, without limitation, fines, penalties, clean-up costs, or

costs of other environmental remediation measures. Notwithstanding the foregoing, Vendor's shall maintain the Premises free from Hazardous Substances and Materials pursuant to this Section 5.8.7.

5.9 **Utilities.**

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

5.9.2 **Utility Charges.** Successful Vendor shall be responsible for all utilities and services necessary for the operation of the Dining Services Program, including but not limited to, heat, air, chilled water, cable and/or satellite television, water and sewer, electric, gas, landline telephone, trash removal, recycling/compost/oil removal, copier and technology services. Successful Vendor shall pay University the estimated costs of all utilities passed through University that are associated with the Dining Services Program ("Estimated Utilities Cost"). The cost utilities and services for shared spaces or common areas within the Premises shall be prorated among all entities sharing such space as mutually agreed upon. University will reconcile the Estimated Utilities Cost against the Successful Vendors actual usage of the utilities on a periodic basis and University shall provide the reconciliation to the Successful Vendor. Upon receipt of the University reconciliation, the Successful Vendor shall promptly pay any shortages to University, or University shall refund any excess recurring utility payments collected for Successful Vendor and University shall adjust the future Estimated Utilities Cost, as appropriate.

5.9.3 **DSL Services.** At the request of the Successful Vendor, University shall make DSL service available at the current cost per drop per month, or as many updated from time to time. Successful Vendor is solely responsible for and will promptly pay any and all charges for relocation, installation and activation of any drops, or any related charges to make such services accessible. In no event shall University be liable to Successful Vendor for any interruption of utilities or DSL services.

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

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

5.10 **Vehicles.** Successful Vendor shall provide all necessary vehicles for use in the Dining Services Program. Successful Vendor shall be responsible for providing adequate and qualified staff to operate the vehicles, and shall be responsible for determining that each employee who drives transport vehicles has the applicable valid licenses; and shall be liable for damages or injuries

caused by negligent operation of the vehicle by Successful Vendor's employees or agents. Successful Vendor shall be also responsible for the following costs associated with these vehicles:

5.10.1 gasoline, oil, maintenance, repair;

5.10.2 vehicle replacement as needed;

5.10.3 automobile insurance as per insurance terms of this Competitive Solicitation.

5.11 **Successful Vendor's Fleet.** The Florida International University Fleet Management Department offers competitive operating leases to Business Partners offering services to the University that require Golf Carts and Utility Vehicles (UTV) to perform the daily functions. The competitive lease payments all-inclusive comprising routine maintenance, repairs, and depreciation, no upfront capital costs would be required. According to University policy, all golf carts are required to meet safety standards set forth by our Department of Environmental Health & Safety. All golf carts leased by Fleet Management are equipped with the required safety features and maintained according to manufacturer's recommendations. All gasoline and diesel-powered vehicles must be fueled at the fuel sites located at MMC and/or BBC Campus and follow all related FIU procedures, protocols, rules and regulations.

5.12 **Sanitation and Hygiene.** The Successful Vendor shall be responsible for daily custodial and sanitation of all areas associated with the Dining Services Program. This shall include areas associated with Successful Vendor's assigned Premises as identified in Attachment [redacted] attached hereto, but not be limited to, food service loading dock, receiving, office, storage, support, warewashing, production, service, trash removal in food court seating areas (including MANGO, and Parking Garage Area 5) and trash collection areas, sweeping floors and cleaning spills/tables in dining areas during operating hours. The University shall be responsible for cleaning walls, ceilings, windows, blinds, draperies, roof fans, vents, drains and drain pipelines, grease trap pipelines, grease filters (except as noted above), floors, furniture, fixtures and equipment, with the exception of, and mechanical and electrical rooms, and except as otherwise noted in this contract. The University shall be responsible for daily custodial and sanitation of all areas outside of Successful Vendor's exclusive control, as identified in Attachment [redacted] attached hereto or during times outside of Successful Vendor's operating hours, and the parties shall mutually agree upon daily custodial and sanitation duties for shared areas and common spaces. The cost daily custodial and sanitation services for shared spaces or common areas within the Premises shall be prorated among all entities sharing such space as mutually agreed upon. Successful Vendor shall be responsible for the cost custodial and sanitation services for areas immediately adjacent to food trucks or other outdoor service locations. The University shall be responsible for cleaning and sanitation services for areas not immediately adjacent to food trucks or other outdoor service locations. This includes occupational health and safety measures necessary to comply with Federal, State, and local laws, ordinances, and regulations pertaining thereto. The Successful Vendor shall adhere strictly to all pure food and drug regulations, health laws, ordinances, and regulations as promulgated by the State of Florida, Miami Dade County, HRS regulations and agencies having authority thereunder, and shall indemnify and hold the University, its employees, and agents harmless from all claims arising from Successful Vendor's failure to adhere to such laws, rules and regulations. Housekeeping and sanitation programs must meet the highest standards of cleanliness, and sufficient to provide protective maintenance against unnecessary deterioration.

5.12.1 The maintenance of proper sanitation levels is the full responsibility of the Successful Vendor. The University expects that a collaborative relationship will be developed between the Successful Vendor's management staff and the University. Successful

Commented [SA5]: If the University has alternate definition for areas under Vendor's exclusive control, then Aramark would be happy to review it.

Commented [SA6]: If the University has alternate definition for areas under Vendor's exclusive control, then Aramark would be happy to review it.

Vendor is responsible to coordinate with Miami Dade County Health Department to annually inspect all food service facilities and operations associated with the Dining Services Program. All food service facilities and equipment will be maintained to the levels necessary to receive 'Satisfactory' result for each Miami Dade Health evaluation. Should High Priority, Intermediate or Basic violations occur, Successful Vendor shall be responsible for remedying such violations by the date indicated in the Inspection Report. When possible, the appropriate University personnel as designated by the University's Contract Administrator shall be contacted to participate with any food service inspection. A copy of all Miami Dade Health inspection reports will be forwarded to the University's Contract Administrator within a reasonably prompt period of time following the inspection. If there are noted deficiencies, the Successful Vendor shall include a report that explains the cause and stipulates how the issues will be corrected.

- 5.12.2 A copy of all inspection reports shall be forwarded to the University's Contract Administrator within a reasonably prompt period of time following the inspection.
- 5.12.3 Successful Vendor shall train and ensure that its staff shall comply with the following hygiene standards:
 - 5.12.3.1 Acceptable personal hygiene practices, including daily bathing, washing of hands with warm water and soap upon arriving for work and after using the restroom facilities;
 - 5.12.3.2 Clean and appropriate outer garments or uniforms;
 - 5.12.3.3 Hairnets or hats for all staff who have hair six (6) inches or longer, and;
 - 5.12.3.4 Removal of finger jewelry (except simple wedding bands) for food handlers.
- 5.12.4 Successful Vendor shall be responsible for providing food handler certificates as required by law, and insure that all supervisors and managers are Serv-Safe certified. Successful Vendor shall make certification available for review upon University's request.
- 5.12.5 For each operation associated with the Dining Services Program, the Successful Vendor shall maintain all areas in a clean and in sanitary condition, cost of which to be borne by the Successful Vendor. In the event that Successful Vendor fails to perform its custodial and sanitation obligations to University's standards, University reserves the right to perform its own custodial and sanitation services and invoice the Successful Vendor for payment.
- 5.12.6 Successful Vendor shall develop, implement, and update cleaning and sanitation schedules for all areas associated with Successful Vendor's assigned Premises. Cleaning must be sufficient to provide routine protective maintenance against unnecessary deterioration, and/or pest infestation, as well as provide a clean, neat and sanitary appearance. Upon review and approval of University's Contract Administrator, schedules shall be posted and implemented within 30 days of the start of the Contract.
- 5.12.7 Regarding mixed-use buildings, Successful Vendor shall be responsible for ~~routine maintenance and custodial~~ trash removal, sweeping floors, and cleaning spills/tables for designated dining areas adjacent to the Dining Services Program, during dining operational hours. Currently those areas are PG5 food court/patio and MANGO food court/patio. Areas in future mixed-use buildings will be mutually agreed between Successful Vendor and the University.
- 5.12.8 Successful Vendor shall provide for any special waste product or special product packaging removal.

- 5.12.9 University shall provide a two-day period twice per year, during which University dining facilities can be closed to operations. University shall coordinate said scheduled closures with Successful Vendor. During these semi-annual closures Successful Vendor shall:
- 5.12.9.1 Be responsible to deep clean and sanitize all food service equipment, exhaust hood canopies, work tables, counters, and fixtures in Successful Vendor's assigned production, serving, ware-washing, and support areas, in accordance with manufacturers' instruction;
 - 5.12.9.2 Deep clean and sanitize all floors, windows, walls, ceilings, light fixtures, furniture and furniture upholstery, air ducts, exhaust hood ducts, plenums, and related units and fans in accordance with local ordinance.
- 5.12.10 When Dining Services Program Premises are closed for University breaks in schedule, these areas shall be left in a clean and ready-for-inspection condition. Work schedules shall provide sufficient personnel and time for full cleaning prior to a shut-down of three (3) or more calendar days.
- 5.12.11 When Successful Vendor serves or caters food service outside its assigned Premises, Successful Vendor shall be responsible for cleanup of service and food preparation areas at those locations, which shall be accomplished so as not to interfere with academic use of those locations.
- 5.12.12 University shall be responsible for any costs involved in setting up and cleaning of Successful Vendor's assigned Premises for functions or events not managed by Successful Vendor.

5.13 **Food Safety and Quality Control.**

- 5.13.1 Successful Vendor shall develop and maintain a process that incorporates HACCP (Hazard Analysis, Critical Control Point) monitoring, testing and recording of serving and storage temperatures, as established by the United States Department of Agriculture and in full conformance with all state and local sanitation and safety regulations. The HACCP plan shall be provided by Successful Vendor to University's Contract Administrator for review and approval.
- 5.13.2 Foods shall be stored served at industry standard temperatures, in conformance with HACCP standards and the requirements of the Florida State Department of Health and other applicable regulatory agencies.
- 5.13.3 Frozen foods, once thawed, shall not be refrozen. Leftover foods from meal service shall not be refrozen, but rather, shall be labeled, dated, and refrigerated. Such foods must be used within 24 hours, with the exception of mustard, ketchup, bread, and cheese.
- 5.13.4 All leftovers must be heated to internal temperatures in keeping with HACCP guidelines for re-use.
- 5.13.5 Successful Vendor shall develop creative displays and attractive garnishes in each serving area. Serving lines, salad and deli bars, and all other food display areas are to be attractively decorated for each meal with seasonal décor or other items.

- 5.13.6 Attractive food wrappings are to be used as needed to protect freshness. Any food appearing discolored, unappealing or not fresh shall not be served. Leftover items which cannot be maintained at an acceptable and high level of freshness will not be served again.
- 5.13.7 The Successful Vendor shall maintain and regularly revise standard recipes at the request of University in order to better respond to consumer demand. A complete standard recipe file shall be located on site at the Successful Vendor's office.
- 5.13.8 Leftover foods may be donated to local charities so long as the associated food handling conforms to HACCP standards as well as state and location sanitation and safety regulations.

5.14 **Procurement.**

5.14.1 Successful Vendor shall procure all food, beverages, supplies and smallwares necessary for the effective operation of the Dining Services Program, as well as equipment, as requested or required by University. Cost of sales shall be net of any rebates obtained from local Successful Vendors, suppliers or distributors for goods procured specifically for University's account. Cash discounts or discounts not exclusively related to Successful Vendor's operation at the University's facilities shall not be credited, shared, and/or paid to the University. Disposable dish-ware, flatware and other "take-out" paper or plastic products shall be shown as a separate line item under direct operating expenses. Successful Vendor guarantees the total of the invoices amounts of such goods and any applicable procurement service fees will be comparable and competitive, on an aggregate basis with prices of similar goods and services in the local University area.

5.14.2 University retains the right to select and/or approve any Successful Vendor used by the Successful Vendor. Successful Vendor will also purchase brand name products or equivalents to be used in the Dining Services Program.

5.14.3 When and where reasonably cost effective, Successful Vendor shall provide and use local products and suppliers.

5.14.4 Successful Vendor shall pay an annual food credit equal to the following percentage of food costs per year to the University, which shall be exclusive of taxes, which shall likewise be paid by Successful Vendor:

<u>Year</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
<u>Food Credit*</u>	<u>1.5%</u>	<u>1.2%</u>	<u>1.1%</u>	<u>1.1%</u>	<u>1.0%</u>	<u>1.0%</u>	<u>1.0%</u>	<u>1.0%</u>	<u>1.0%</u>	<u>1.0%</u>

*Food Credit paid out annually as a percentage of total food costs.

5.15 **Food Purchasing Specifications.** Successful Vendor shall adhere to the following standards in its food purchasing. The indicated grades are intended as minimum standards only, and Successful Vendor shall exceed these minimums wherever possible. In the absence of grade labeling and upon request by the University, Successful Vendor shall provide University with package labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are

being provided. All other food stuffs not included in the above categories shall be of comparable quality. Successful Vendor shall notify FIU in writing, on annual basis, if Successful Vendor is unable to meet any food standard requirements.

- 5.15.1 **Beef.** Beef and Veal shall be USDA Choice or better, except for meat used in extended dishes, and ground beef, which can be USDA Select. Veal steaks shall be solid meat portions – not pre-formed from chopped or ground meat. Ground beef shall not exceed 20% fat content. All Beef served shall be inspected and passed for wholesomeness by official inspectors of the USDA.
- 5.15.2 **Pork and Lamb.** Pork and Lamb shall be USDA Grade A, #1. Pork steaks shall be solid meat portions – not pre-formed from chopped or ground meat. All Pork and Lamb served shall be inspected and passed for wholesomeness by official inspectors of the USDA.
- 5.15.3 **Poultry.** All poultry shall be Grade A or better and be inspected and passed for wholesomeness by the official inspectors of the USDA. Poultry shall be solid meat portions – not pre-formed from chopped or ground meat.
- 5.15.4 **Seafood.** All seafood shall be of the best quality, fresh or frozen, and conform to all standards and regulations of the Florida Department of Health. Frozen fish and seafood shall be a nationally distributed brand, packed under continuous inspection of the USDA. Seafood selections shall be in keeping with the Monterey Bay Aquarium’s Seafood Watch List Best Practices.
- 5.15.5 **Deli Meat.** Processed deli meats such as bologna or salami shall be an “all beef” or “all turkey” product.
- 5.15.6 **Fresh Eggs.** All fresh eggs shall be U.S. grade AA (Large or medium) and cage free.
- 5.15.7 **Fresh Fruits and Vegetables.** All fruits and vegetables shall be top grade, such as extra fancy, depending on the specific fruit or vegetable used in preparation of the finished product.
- 5.15.8 **Canned Fruits.** All canned fruits shall be U.S. Grade A Fancy, except Choice may be used for cooking purposes. Fruits shall be packed in light syrup.
- 5.15.9 **Frozen Foods.** All frozen foods shall be U.S. grade AA or A, depending on the specific product used and shall have been packed under continuous inspection by the U.S. Department of Agriculture.
- 5.15.10 **Dairy Products.** Milk products will be RSBT free, fortified with Vitamin D and be Grade A. Ice cream shall be available in a minimum of three flavors. Butter/Margarine shall be a minimum 92 score. Cheeses shall comply with Department of Health standards. Frozen dairy products shall comply with Department of Health standards.
- 5.15.11 **Cheese.** Cheeses such as Cheddar, Swiss and Monterey Jack shall be all natural, non-processed, when served as a prime ingredient in an entree, a sandwich ingredient, and sandwich spreads. American Process Cheese may also be served as a sandwich ingredient. In addition, processed cheese may be used in some cooking or as a less expensive alternative for some non-entree foods.

- 5.15.12 **Trans-Fats**. All food served in the Dining Services Program, whether prepared on site or purchased in a prepared state shall be free of trans-fats.
- 5.15.13 **Antibiotics and Growth Additives**. Successful Vendor shall be required to demonstrate year over year continuous improvement toward reduction of antibiotics and growth additives in foods served and provide a timeline for their complete elimination.
- 5.16 **Vegetarian and Vegan Foods**. Successful Vendor shall offer a wide variety of Vegetarian and Vegan foods in all areas of the Dining Services Program at every meal, and according to the following production standards. Vegetarian menu items shall not be cooked in the same fat, sauce, or other cooking medium (to include the use of grill top and deep fat fryers) as non-vegetarian items, except as required by National Brand or non-Aramark proprietary brand locations.. Vegan menu items shall not be cooked in the same fat, sauce, or other cooking medium (to include the use of grill top and deep fat fryers) as non-vegan items, except as required by National Brand or non-Aramark proprietary brand locations.
- 5.17 **Sponsorships**. Successful Vendor and University recognize the value of securing sponsorships for University. Notwithstanding the foregoing, University will insure that such sponsorships do not impair the quality of the food and beverage items served by Successful Vendor (as compared to comparable items served at other similar venues in which Successful Vendor or its affiliates provides food and beverage service). University and Successful Vendor agree that they will not compromise the quality of the food and beverage items served in the dining facilities in order to secure a sponsorship. In the event University decides to enter into a sponsorship agreement (or enters into any other relationship) that increases the costs that Successful Vendor incurs, upon written proof of the effects of such cost increases, Successful Vendor may apply to University for an adjustment to its pricing, approval of which will not be unduly withheld.
- 5.18 **Beverage Pouring Rights**. As of the commencement of this Statement of Work, the University has an exclusive pouring rights contract with Pepsi, as it may be updated, modified or changed. Successful Vendor agrees to abide by the requirements of any contract the University enters into with regards to any purchasing and sale of beverage products exclusivity arrangements or limitations.
- 5.19 **Campus Contracts**. The University reserves the right to honor any existing campus wide contract between the University and an outside provider/supplier that was entered into prior to the Effective Date of this contract and/or the right to solely negotiate and enter into any type of campus wide University contract following the Effective Date of this contract, including but not limited to University's pouring rights Statement of Work. Successful Vendor agrees to abide by all applicable terms and conditions of the same in providing specific food/beverage items for the Dining Services Program. This section is subject to the provisions contained in Article 5, Section 5.18 above.
- 5.20 **First Aid Equipment**. Successful Vendor shall be required to provide and maintain its own first aid equipment in each kitchen associated with the Dining Services Program.
- 5.21 **Alcoholic Beverages**. Successful Vendor and University shall comply with all applicable state and local laws and all University policies and procedures pertaining to the sale and service of alcoholic beverages at any University event regardless of location. Successful Vendor shall acquire and maintain liquor permits and licenses as required for the University premises.

- 5.22 **Use of Subcontractors.** Successful Vendor shall use sub Successful Vendors only with advance approval of the University. No portion of this Statement of Work may be sublet, subcontracted or otherwise assigned by the Successful Vendor without the prior written consent of University. The following requirements shall pertain to all Successful Vendor's Sub Successful Vendors:
- 5.22.1 Subcontractor(s) must have proper license(s) and registrations as necessary to perform the resulting contract in the State of Florida;
 - 5.22.2 Successful Vendor is required to assume full responsibility and liability for all project work and services performed by the Subcontractor(s);
 - 5.22.3 All contracts between Successful Vendor and Subcontractor must comply with the contract between University and Successful Vendor. No conflicting terms and/or conditions will be allowed;
 - 5.22.4 Successful Vendor is required to ensure that Subcontractor(s) adhere(s) to all provisions and conditions of the Statement of Work;
 - 5.22.5 Successful Vendor will review with University any business plans for subcontracting prior to finalization of any Statement of Work or conducting of business. University reserves the right to approve any Subcontractor and/or Subcontractor business plans;
 - 5.22.6 University will not be a party to the terms or agreement of any contract between the Successful Vendor and any Subcontractor, but is an intended third-party beneficiary to the contract between the Successful Vendor and any Subcontractor;
 - 5.22.7 In no case shall a Successful Vendor subcontract survive the termination of this Statement of Work;
 - 5.22.8 Successful Vendor shall furnish the University with copies of all executed subcontracts.

ARTICLE VI – QUALITY CONTROL

- 6.1 **Annual Program Report.** Beginning September 2018, Successful Vendor agrees to provide University with an Annual Program Report by September 1st of each year for the preceding contract year or an alternate date as mutually agreed with the University, to include, but not necessarily be limited to the following:
- 6.1.1 Dining Services Program highlights;
 - 6.1.2 Customer satisfaction findings and opportunities for improvement;
 - 6.1.3 Local Successful Vendor/supplier partnership outcomes, challenges, and opportunities;
 - 6.1.4 Academic partnership outcomes, challenges, and opportunities;
 - 6.1.5 Student partnership outcomes, challenges, and opportunities;
 - 6.1.6 Marketing outcomes, challenges, and opportunities;
 - 6.1.7 Sustainability outcomes, challenges, and opportunities;
 - 6.1.8 Equipment maintenance issues and equipment replacement needs;
 - 6.1.9 Employee training recap;
 - 6.1.10 Opportunities for Dining Services Program improvements;
 - 6.1.11 Executive Summary of Dining Services Program financial results.

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

6.2 **Strategic Action Plan.** Beginning January 2019, by January 10th of each contract year or an alternate date as mutually agreed with the University, Successful Vendor shall submit a Strategic Action plan to University for the following academic year. The Strategic Action plan shall be agreed upon by both parties. At a minimum, the Strategic Action Plan shall include, but not necessarily limited to the following:

- 6.2.1 Planning and/or implementation of new dining locations and/or modifications to existing dining operations;
- 6.2.2 Meal plan configuration, pricing, and policies;
- 6.2.3 Successful Vendor's daily rates for provision of residential dining services;
- 6.2.4 Residential Dining menus, concepts, door pricing, days of service, and hours of operation for all service locations;
- 6.2.5 Retail Dining menus, concepts, pricing, days of service, and hours of operation for all service locations;
- 6.2.6 Catering menus, pricing and policies;
- 6.2.7 Summer Conference and Camps menus, pricing and policies;
- 6.2.8 Detailed Marketing Plan, with specific revenue enhancement strategies and objectives for Resident Meal Plan sales, Non-Resident Meal Plan sales, Retail sales, and Catering sales;
- 6.2.9 Local Successful Vendor/supplier partnership objectives;
- 6.2.10 Sustainability plan;
- 6.2.11 Wellness plan;
- 6.2.12 Employee training plan including multicultural competency training, and budget;
- 6.2.13 Student employment plan and student internship initiatives;
- 6.2.14 Equipment preventive maintenance and repair plan and budget;
- 6.2.15 Capital expenditure plan and budget;
- 6.2.16 Smallwares expenditure plan and budget for Successful Vendor replacement smallwares;
- 6.2.17 Pro forma financial projections of revenue and expenses for the Dining Services Program, by month and year for each dining operation and in total.

In consultation with Successful Vendor, University shall have the right to make changes to the Strategic Action Plan or to refuse to expend money suggested by the Strategic Action Plan. Once the plan has been approved by University's Contract Administrator, Successful Vendor shall be responsible to comply with the plan and shall not substantially deviate without the express consent of University's Contract Administrator.

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

- 6.3.1 Successful Vendor shall submit a quarterly operating report to University including operating and financial data and operational data, the content of which shall be as requested by University and as mutually agreed to by Successful Vendor in a format to be mutually agreed upon by the parties and which shall be customized for the parties' needs. Quarterly reports shall be submitted according to the following schedule: Reports for the quarter ending September 30 shall be submitted by October 31; reports for the quarter ending December 31 shall be submitted by January 31; reports for the quarter ending March 31 shall be submitted by April 30; and reports for the quarter ending June 30 shall be submitted by July 31. Quarterly report may consist of an alternate date as mutually agreed with the University.

- 6.3.2 University or its designated representative shall conduct a Quarterly Assessment of Successful Vendor's performance. In so doing, University will measure Successful Vendor's performance through use of a weighted Performance Scorecard that utilizes Key Performance Indicator metrics and benchmarks ("KPIs"). The Performance Scorecard is attached as Attachment 11. The 2018-2019 academic year shall be a baseline for such KPIs, and no Risk Fees may be assessed during such baseline year. Any Risk Fees associated with such KPIs may be assessed beginning in the 2019-2020 academic year. Scorecard results shall be the basis from which any Successful Vendor Fee at Risk or Performance Incentive Fees are calculated as per the terms of Section 15.16. University reserves the right to modify KPIs and scoring weightings on a quarterly basis, and such modifications shall be mutually agreed-upon by the parties.
- 6.3.3 Upon completion of the Quarterly Assessment, a meeting shall be held with the Successful Vendor's General Manager and District Manager, and University's Contract Administrator and other University invitees. Results will be reviewed for alignment with the annual Strategic Action Plan, and shall be used as a means for setting operating and financial goals for the next period.
- 6.3.4 Successful Vendor agrees to cooperate with University in responding to any and all issues concerning quality assurance, especially complaints concerning customer service and/or the quality or nature of the food served by Successful Vendor.
- 6.3.5 University reserves the right to conduct quality audits of Successful Vendor's operations at any time, with or without advance notice to Successful Vendor.
- 6.4 **Customer Surveys.** Successful Vendor shall conduct customer surveys on an annual basis. Survey results shall be shared with University, along with the survey instrument and data collection process used. Upon FIU request, Successful Vendor shall provide a written report and, at Successful Vendor's expense, subsequent reasonable analyses following the review of the initial survey report. Customer surveys shall be conducted by Successful Vendor at least once each academic year, with results timed to inform the development of the following year's Strategic Action Plan. University reserves the right to conduct independent surveys and the results of those surveys shall take precedence over Successful Vendor's customer surveys.
- 6.5 **Customer Feedback.** Successful Vendor shall be proactive in creating and maintaining multiple options for customer feedback, to include, but not necessarily be limited to the following:
- 6.5.1 Comment cards in all Dining Services Program operations, with comments and responses publicly posted in the operation within three business days of receipt;
- 6.5.2 Dining Services Program website;
- 6.5.3 Successful Vendor's social media accounts for the Dining Services Program.
- All feedback mechanisms shall be pre-approved by University's Contract Administrator.
- 6.6 **Other Monitoring Techniques.**
- 6.6.1 Successful Vendor is encouraged to engage in other forms of customer monitoring such as intercept surveys and internet surveys to ascertain the likes, dislikes, and dining preferences of people who are members of the campus community but who do not use the Dining Services Program on a regular basis.
- 6.6.2 At least once per semester, Successful Vendor shall conduct a 3rd party Mystery Shopper review of all Dining Services Program operations, at Successful Vendor's expense.

Successful Vendor shall share results with University, including actions to be taken to address any reported deficiencies.

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

ARTICLE VII – WELLNESS

- 7.1 **Wellness Program.** Successful Vendor shall provide nutrition based Wellness Programs that encourage an understanding of nutritional needs, a commitment to the lifelong maintenance of good health, and an awareness of ecological, political, and special food issues. As part of this program, Successful Vendor will be expected to provide the following:
- 7.1.1 Nutrition-related services on a consulting basis and shall have and shall have a registered dietitian as part of the on-site management team. The dietitian's services shall include individual student consultation if requested, evaluating menus being served, assisting in making mutually-agreeable adjustments to the menu, and observing food production and sanitation standards. Upon request by the University, Successful Vendor shall submit a written report to University regarding the nutrition-related services provided during an academic year.
 - 7.1.2 Information that gives the caloric and nutritional breakdown of all entrees and other portion controlled food selections served at all Dining Services Program locations, including Successful Vendor's subcontracted locations. Where reasonably possible (as mutually agreed by University's Contract Administrator and Successful Vendor), said information is to be provided on product packaging (for pre-packaged foods), and at each point of service/service platform, as well as available on Successful Vendor's website for the Dining Services Program.
 - 7.1.3 Information that gives the allergen content of all food selections served at all Dining Services Program locations, including catered events. Said information is to be provided on product packaging (for pre-packaged foods), and at each point of service/service platform, as well as available on Successful Vendor's website for the Dining Services Program.
 - 7.1.4 Nutrition and allergen awareness education boards in each serving area as mutually agreed.
 - 7.1.5 Nutrition and allergen awareness education through charts, posters, table tents, websites and other visual aids to be rotated monthly throughout the academic year.
 - 7.1.6 Successful Vendor shall be expected to work toward continuous year over year improvement in the reduction and elimination of antibiotics and growth hormones in foods served within the shall be expected to work toward continuous year over year improvement in the reduction and elimination of antibiotics and growth hormones in

foods served within the Dining Services Program, with target objectives documented as part of Successful Vendor's annual Dining Services Program Strategic Action Plan.

ARTICLE VIII – ENVIRONMENTAL SUSTAINABILITY

- 8.1 **Sustainability Plan.** As part of the annual Strategic Action Plan, Successful Vendor shall be responsible for developing and implementing a proactive Sustainability Plan for the Dining Services Program that is fully aligned with the University's sustainability objectives, and on an ongoing basis, includes recommendations for year over year expansion and enhancements to University's and Successful Vendor's sustainability initiatives. Successful Vendor's Sustainability Plan shall address five (5) key areas:
- 8.1.1 Minimization of environmental impact through the effective use of ecologically sustainable growing techniques; Integration of seasonally available local foods; Energy efficient transportation from farm to campus.
 - 8.1.2 Initiatives to ensure that management, kitchen and serving operations use resources efficiently through the effective deployment of resource-saving practice; Staff trained to understand energy efficiency tactics and other sustainable preparation objectives.
 - 8.1.3 Minimization of waste; Mechanisms for composting or otherwise reducing the impact of food waste. Use of ecologically sensitive packaging; Use of recycling, including cooking oil, and other efficient waste disposal mechanisms.
 - 8.1.4 Continuous evaluation and improvement of sustainability practices; Innovation in sustainability; Provision of education to both customers and Successful Vendor's employees about innovations and reasons for operational decisions in food service.
 - 8.1.5 Incorporation of sustainable design principles in construction projects undertaken on behalf of the University.
- 8.2 University Successful Vendor will maintain the current composting program, if warranted. Should the composting program be discontinued by the University, at any point during the term of the Contract, the University reserves the right to require that Successful Vendor re-establish a composting program, where Successful Vendor and/or University has reasonable access to a composting site.
- 8.3 Successful Vendor shall comply with all University Hazardous Waste handling and disposal requirements related to the Dining Services Program.
- 8.4 Successful Vendor shall provide and manage an eco-ware (reusable) container program, to be available for use at University's residential dining operation. At any point during the term of the Statement of Work, University reserves the right to require that Successful Vendor implement an eco-ware (reusable) container program at additional or all of the other Successful Vendor's operations, including any subcontracted venues.
- 8.5 All disposable service ware used in Successful Vendor's operations shall be at a minimum, recyclable where applicable, and preferably compostable, where Successful Vendor and/or University has reasonable access to a composting site.

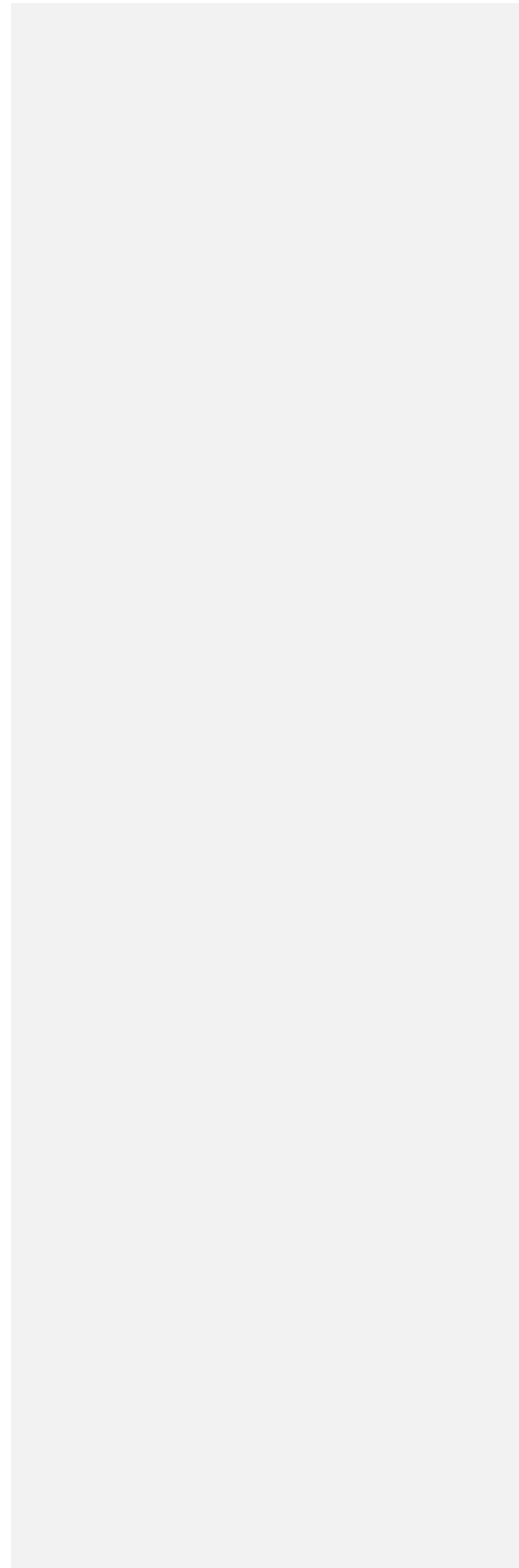
ARTICLE IX – SAFETY AND SECURITY

- 9.1 University shall provide general security to University premises occupied by Successful Vendor (Successful Vendor’s “Assigned Premises” or “Premises”). It is agreed that Successful Vendor’s Assigned Premises are for use solely to fulfill Successful Vendor’s duties, and that Successful Vendor shall at all times keep its Premises secured. Successful Vendor shall adhere to the University Policies and Procedures and be solely responsible for the security of all its own property and of personal property under its custody and control on the Premises (including the personal property of Successful Vendor’s employees and agents), and for any repairs to or replacement or compensation for such property which may arise out of any theft, loss or damage thereto, and the University shall have no responsibility therefore.

In the event Successful Vendor is required to share premises (e.g. the Graham Center), in addition to Successful Vendor securing its Assigned Premises, Successful Vendor shall be responsible for maintaining University standards of security for the shared premises during those times the shared premises are closed. Successful Vendor shall be responsible for any theft or loss of University property that occurs as a result of Successful Vendor’s negligent failure to provide adequate security under these circumstances.

- 9.2 Successful Vendor shall be responsible for any keys or locking devices provided to Successful Vendor at the onset of the contract. Successful Vendor shall be responsible for the cost of replacement of lost keys, and if University determines that keys lost by Successful Vendor could compromise campus security, Successful Vendor shall be responsible for all costs associated with re-keying designated locations. Successful Vendor may, in writing, request that University re-key the facilities prior to the commencement of the contract, or at any time during the duration of the contract, however, any costs of such re-keying shall be the sole responsibility of Successful Vendor.
- 9.3 Successful Vendor shall be responsible for immediately reporting, both verbally and in writing, the following to University’s Contract Administrator
- 9.3.1 Any known facts relating to losses incurred as a result of break-ins to its assigned Premises or other University facilities;
 - 9.3.2 Any accidents involving staff and customers or adverse behavioral incidents involving staff or patrons, which occur in or around Successful Vendor’s assigned Premises;
 - 9.3.3 Any damage to property, unsafe conditions, or security hazards of which Successful Vendor becomes aware, and, to the extent Successful Vendor is responsible for such conditions, take appropriate action to remedy the condition(s).
- 9.4 Successful Vendor acknowledges that due to the unique nature of FIU’s campus setting, FIU’s Police Department (“FIU Police”) and FIU’s Department of Emergency Management have primary jurisdiction over the Premises and accordingly, if Successful Vendor or its security personnel determine that it is necessary to enlist the assistance of the police to respond to a security event pertaining to the Premises or any surrounding areas, Successful Vendor shall contact the FIU Police for such assistance. Successful Vendor, its employees and/or security representatives, agents and/or contractors, shall at all times comply with any and all Laws, including FIU Police laws and standards, in connection with the foregoing. Without limiting any other provision herein, Successful Vendor, its employees and/or security representatives, agents and/or contractors will also abide by all emergency directives issued by FIU’s Emergency Operation Center prior to,

during, and following a man made, technological, or natural disaster, or other force majeure event which may require an evacuation of FIU's campus, including PG6 and/or the Premises.



ARTICLE X – MARKETING

- 10.1 **Marketing.** Successful Vendor shall aggressively market and promote University’s Dining Services Program to all segments of the campus population, and shall exercise best effort to engage the local community. As part of the annual Strategic Action Plan, Successful Vendor shall be responsible for developing and implementing a proactive annual Marketing and Communications Plan that is well integrated with University’s Branding Program, and promotes the Dining Services Program to the University community. The focus of the Marketing and Communications Plan shall be to maximize participation and sales in all Successful Vendor’s operations through use of active mechanisms such as special promotions, events, phone apps, and social media. Successful Vendor shall continually initiate ideas for varied methods of service, merchandising, public relations, promotion, and menu presentation in all operations, at a standard, similar to restaurant brands in the commercial marketplace.
- 10.1.1 At a minimum, the Marketing/Communications Plan must include the following:
Identification of target markets;
10.1.1.1 Specific strategies to build revenue, enhance satisfaction, and generate goodwill in the campus and local communities;
10.1.1.2 Tactics for effective promotion and communication to the campus and local communities;
10.1.1.3 Implementation plan and calendar;
10.1.1.4 Marketing budget;
10.1.1.5 Success measurement
- 10.1.2 At a minimum, the Successful Vendor shall be responsible to develop and produce the following materials in digital and/or printed formats to promote the Dining Services Program annually: Resident Student meal plan Student meal plan; Faculty and Staff meal plan and Staff meal plan; Non-Resident Student meal plan; Dining Services Program Nutrition and Wellness, including Vegan, Vegetarian and Special Diet; Dining Services Program Sustainability; Campus Dining Map and Service Hours Dining Map and Service Hours; All Catering Menus and Promotional Material; Periodic newsletter with Dining Services Program highlights. Successful Vendor may propose alternative strategies for providing printed materials to promote the Dining Services Program, subject to University review and approval.
- 10.1.3 The form and content of all Marketing and Communications materials must be approved by University’s Contract Administrator prior to printing or otherwise publishing. Successful Vendor shall collaborate and work closely with the Contract Administrator in developing marketing and communications materials to ensure that the quality is first-rate, complies with University’s graphic standards, and fully meets the needs of University.
- 10.1.4 Successful Vendor shall be required to use the approved University logo on all letterhead, business forms, correspondence, advertisements, promotional pieces, marketing, the Dining Services Program website, etc., subject to compliance with University’s graphic standards, approval by the University’s Contract Administrator, and in accordance with the provisions in Section 16.16.

10.1.5 All web pages, electronic messaging and/or print materials must be provided in an accessible format to allow individuals with visual impairment or hearing impairment to access information via screen readers or audio captioning.

10.1.6 Successful Vendor shall provide data, including redemption metrics, on all promotions carried out by Successful Vendor outside of normal reporting.

10.2 **Marketing Budget.** Successful Vendor shall be responsible for all costs associated with marketing the Dining Services Program, except as otherwise specifically agreed by University's Contract Administrator, in writing. To help ensure the continual implementation of its Marketing Program, Successful Vendor shall budget a minimum of Eighty-Five Thousand Dollars (\$85,000.00) during the 2018-2019 fiscal year, which shall increase by three percent (3%) annually thereafter, XX percent (XX%) (amount to be documented based on the Successful Vendor's proposal and final contract negotiations) of the prior fiscal year's total net sales for the cost of advertising, promotion, and related merchandising expenses for the ~~following~~ fiscal year. The following limitations shall apply in meeting the required expenditure:

10.2.1 Salaries and benefits of Successful Vendor's on-site or regional Marketing staff shall not satisfy, in whole or in part, the required expenditure;

10.2.2 Third-party costs such as promotional dollars from a soft drink Successful Vendor shall not satisfy, in whole or in part, the required expenditure;

10.2.3 Franchise fees, product costs and other costs associated with branded concepts shall not satisfy, in whole or in part, the required expenditure;

10.2.4 Charges for Successful Vendor's corporate marketing programs and/or collateral materials shall account for no more than 50% of the required expenditure.

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

10.3 **Promotional Mailings.** At University's sole option, Successful Vendor's Dining Services Program promotional materials may be included in University promotional mailings at a pre-approved cost mutually agreeable to both parties. In the event that inclusion of Successful Vendor's materials does not materially affect University's mailing cost, said inclusion shall be at no charge to the Successful Vendor.

Additionally, University shall provide, if such information has been declared public data, address lists for independent mailings requested by Successful Vendor. University shall invoice Successful Vendor for the actual cost to provide such address lists, and all production and mailing costs associated with independent Successful Vendor mailings shall be paid by Successful Vendor.

ARTICLE XI – RESIDENTIAL FOOD SERVICE

- 11.1 **Service Locations.** Successful Vendor shall have exclusive rights to manage and operate the Residential Dining Program for University's residents and other dining patrons at the locations listed in Attachment 1 ~~and as further identified in Attachment 5~~.
- 11.2 **Service Days.** Residential Food Service Days and Opening/Closing Schedules shall be as identified in Attachment 5.
- 11.2.1 Service Days and Opening/Closing Schedules may be adjusted by University during the academic year, or from year to year as part of the Strategic Action Plan, to reflect changes in customer needs and service. These changes will be mutually agreed upon, provided Successful Vendor shall honor the reasonable requests of University.
- 11.2.2 **Unscheduled Service Days.** Successful Vendor acknowledges that it shall be required to provide Residential Food Service throughout the calendar year, on days that are not included in its Daily Rates for Residential Food Service (ex: Freshman Days, orientations, between semesters, commencement, summer session, and other non-academic periods). Service locations, hours of operation, and charges shall be mutually agreed upon and documented in Attachment 5.
- 11.2.3 Successful Vendor acknowledges that the Residential Food Service shall potentially be required to operate 365 days per year to meet the growing needs of University community.
- 11.3 **Hours of Operation.** Residential Food Service hours of operation locations shall be as identified in Attachment 5.
- 11.3.1 Hours of operation may be adjusted by University during the academic year, or from year to year as part of the Strategic Action Plan, to reflect changes in customer needs and service. These changes shall be mutually agreed upon, provided Successful Vendor shall honor the reasonable requests of University.
- 11.3.2 Successful Vendor agrees to provide extended service hours (early morning; late night) during exam periods, at locations as mutually determined by University and Successful Vendor. The agreed upon extended service hour schedule shall be as identified in Attachment 5.
- 11.4 **Meal Plan Structure and Pricing.** The structure, pricing, and policies (ex: rollover; forfeiture; included guest meals, etc.) for meal plans offered at the University shall be determined mutually by University and Successful Vendor, annually, and shall be documented in Attachment 3.
- 11.5 **Door Pricing.** Door pricing at residential dining locations shall be as documented in Attachment 4, and may be adjusted from year to year as part of the Strategic Action Plan.
- 11.6 **Residential All-You-Care-to-Eat (AYCE) Dining Operations.** The following standards apply to all current and potential future AYCE dining operations and meal service, except as specifically noted otherwise:

Commented [SA7]: If the University has alternate definition for areas under Vendor's exclusive control, or in this instance Service Locations, then Aramark would be happy to review it.

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

Dining shall be as mutually agreed to by University and Successful Vendor and documented in Attachment 4.

11.6.7.1 University reserves the right to require Successful Vendor to provide retail meals in exchange for a meal plan swipe ("Meal Equivalencies") at some or all of Successful Vendor's retail dining locations. Meal equivalencies and directly associated modifications to Successful Vendor's Daily Rates for Residential Dining shall be as mutually agreed to by University and Successful Vendor and documented in Attachment 4.

11.6.8 Residential Food Service patrons may not remove any china, glassware or utensils from Residential Food Service locations.

11.7 **Menuing and Food Preparation.**

11.7.1 Successful Vendor will provide a minimum five-week cycle menu, prepared in accordance with nutritional standards of the Academy of Nutrition and Dietetics; entrees shall not be duplicated between lunch and dinner on the same day or from day to day. Minimum variety standards for each meal shall be mutually agreed to by Successful Vendor and University's Contract Administrator.

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

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

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

11.7.5 Throughout all Residential meal times, Successful Vendor will provide an allergen free service point, at a minimum, free of gluten, lactose, nut, dairy, and shellfish.

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

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

11.8 **Service Standards.**

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

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

11.8.3 All food shall be garnished for attractive presentation wherever possible. Serving stations, salad bars, and food display areas shall be decorated at all times with seasonal displays, flowers, etc. Food items at the service stations and salad bars shall be readily identifiable with attractive, professionally produced, and individual labels.

11.8.4 Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served. Successful Vendor shall adhere to the general food service industry guide: if you are not willing to purchase or consume the product yourself, it should not be displayed.

11.8.5 All serving stations and bars are to be well stocked throughout the entire posted serving times until 15 minutes after closing to allow late students to be served. The last customer is to be offered the same range of choice as the first.

11.8.6 Certain food accompaniments shall automatically be served with some dishes and placed in the condiment section. Other accompaniments such as sauces, sugar and cream, ice and butter shall be placed as close to corresponding food or beverage as possible.

11.8.7 Display and serving areas shall be clean, sanitary, orderly and attractive at all times. Any spillage or soiled spots shall be removed promptly from counters, steam table pans, general serving and dining areas and floors. Broken items shall be promptly removed from the area.

11.9 **Special Event Meals.** Successful Vendor will provide a number of special event meals annually, including in conjunction with major University events and holidays. Special Event Meals will include appropriate dining room and service area decorations, and provision of entertainment is encouraged. The schedule of Special Event Meals shall be as mutually agreed to by Successful Vendor and University as part of the annual Strategic Action Plan.

11.10 **Educational Programming.** Successful Vendor will provide a number educational programs and events annually, including partner programming with University departments and academic units, to educate and influence student behavior in the areas on nutrition and sustainability, with schedule of events as mutually agreed to by Successful Vendor and University as part of the annual Strategic Action Plan.

11.11 **Special Diets.** Successful Vendor shall provide special diets within reason for students when approved in writing by a physician and University's Contract Administrator or designee.

Successful Vendor's dietitian shall assist the Residential Dining Manager in providing daily special diet choices. The cost charged to University for provision of the diet shall not exceed the contract cost based on Successful Vendor's daily rate. Successful Vendor shall maintain written documentation of approved special diets and, as requested, provide to University's Contract Administrator or designee for review.

11.12 **Athletic Meals.** Successful Vendor shall work with the Athletic Department to provide specific meals based on student-athlete requirements, as approved by the University's Contract Administrator.

11.12.1 When requested by the Department of Athletics in advance, and, where applicable, take-out meals or campus-to-campus meal transfers for team travel shall be provided at no extra cost for student athletes who hold a Meal Plan.

11.12.2 Pre-game (Team) meals shall be negotiated between University's Department of Athletics and Successful Vendor.

11.12.3 Pre-season meals for athletes on campus prior to the beginning of the Fall or Spring terms shall be negotiated between University's Department of Athletics and Successful Vendor.

11.13 **Student Pre-Semester Meals.** Meal service for student personnel of the Department of Housing and other departments University deems essential to be on campus prior to the beginning of the Fall or Spring terms, shall be negotiated between University and Successful Vendor and, in no event shall the charges for providing said meals be less than the actual cost to provide, unless mutually agreed upon between University's Contract Administrator and Successful Vendor.

11.14 **Special Meals.** University may request special meal service (e.g. floor dinners/picnics, late night breakfasts) a minimum of seven (7) calendar days in advance. Such service shall be requested in advance and shall be held in accordance with the policies and procedures developed by University. When the food and labor costs associated with this service exceeds Successful Vendor's average daily cost per meal served, Successful Vendor is authorized to charge group an upcharge equal to the excess cost.

ARTICLE XII – RETAIL FOOD SERVICE

- 12.1 **Service Locations.** Successful Vendor shall have rights to manage and operate University's Retail Dining and Convenience Store locations identified in Attachment 1.
- 12.2 **Service Days and Hours.** Retail Dining and Convenience Store service days and service hours shall support student lifestyles, as identified in Attachment 2 for the first year of the Contract. Subsequent year's hours of operation shall be mutually determined by University and Successful Vendor in the Strategic Action Plan, approved by University's Contract Administrator.
- 12.3 **Methods of Payment.** Successful Vendor shall accept cash, credit cards, debit/check cards, brand restaurant gift cards, current and future mobile methods of payment, and University declining balance accounts associated with either the FIU One-Card or Residential meal plans, as payment in all Successful Vendor's Retail Dining and Convenience Store locations.
- 12.4 **Retail Dining and Convenience Store Operations.**
- 12.4.1 Successful Vendor's Retail Dining and Convenience Store operations shall include a broad selection of culturally diverse concepts and offerings taking into consideration the shifting ethnic, racial and international demographics of the community. The concept mix shall be mutually agreed to by University and Successful Vendor.
- 12.4.2 Successful Vendor's Retail Dining and Convenience Store operations shall offer a sufficient number and variety of vegetarian and vegan entrees and other foods so that an individual can easily maintain a vegetarian or vegan diet. For each operation, minimum variety standards for these foods shall be mutually agreed to by Successful Vendor and University's Contract Administrator.
- 12.4.3 Successful Vendor's Retail Dining and Convenience Store operations shall offer a sufficient number and variety of low calorie, low fat, and low cholesterol foods so that an individual can easily maintain a low calorie/low fat/low cholesterol diet. For each operation, minimum variety standards for these foods shall be mutually agreed to by Successful Vendor and University's Contract Administrator.
- 12.4.4 Wherever feasible, Successful Vendor will use just in time or cook to order food preparation methods in its Retail Dining operations.
- 12.4.5 All Retail Dining operations shall offer bundled meal options (ex: entrée + side + drink) as part of its pricing structure to customers, except as otherwise specifically agreed by University's Contract Administrator.
- 12.4.6 University reserves the right to request a survey at University's expense to determine the acceptability of proposed brands/concepts prior to implementation.
- 12.4.7 For all Retail Dining operations, including branded concepts, the cost of equipment, trade dress and other materials not already provided by University shall be part of Successful Vendor's Capital Investment, subject to the financial terms and provisions of Section 15.14.

12.4.8 For all Retail Dining and Convenience Store operations, Successful Vendor shall understand the volume of business at different day-parts, and staff accordingly to provide maximum service at all times, including peak meal times.

12.4.9 Successful Vendor and University shall mutually agree upon programs that will offer patrons the ability to order items and for delivery services via mobile application, on-line, and/or by telephone. Hours of availability and order pick-up locations shall be mutually agreed upon by University and Successful Vendor.

12.5 **Branded Concepts and Successful Vendor Brands.** As part of its Retail Dining venue mix, Successful Vendor is encouraged to offer as many local, regional, and national Branded Concepts as deemed appropriate or financially feasible by the Successful Vendor. Successful Vendor shall operate Branded Concepts at University's Premises under the conditions set forth below.

12.5.1 Information, as mutually agreed upon, regarding all Successful Vendor's direct and corporate contracts for both Branded Concepts and Successful Vendor Brands must be provided to University subject to any confidentiality provisions.

12.5.2 Successful Vendor shall bear all the expenses for furnishing any and all Branded Concepts and Successful Vendor Brands free of all franchise and/or license fees to University.

12.5.3 Successful Vendor shall control all aspects of the Branded Concepts and Successful Vendor Brand operations, including menus, recipes, pricing, staffing and hours of operation (as required by each Branded Concept and Successful Vendor Brand license agreement).

12.5.4 Representatives of the licensors/franchisors of Branded Concepts shall be allowed access to the Premises during reasonable business hours for quality assurance inspections of the Branded Concepts.

12.5.5 Successful Vendor shall honor all global marketing promotions by the Branded Concepts on campus unless specifically agreed to by Business Services.

12.5.6 Successful Vendor shall notify University ninety (90) calendar days in advance of any termination or expiration of a license or franchise agreement related to a Branded Concept or Successful Vendor Brand. Successful Vendor and University shall mutually determine what operation, if any, shall replace the concept. In any event, all Branded Concept and Successful Vendor Brand operations shall terminate upon termination or expiration of the Contract.

12.5.7 Upon termination or expiration of the Contract, for all Successful Vendor Brands, Successful Vendor shall remove all trade dress and equipment owned by Successful Vendor.

12.6 **Convenience Stores.**

12.6.1 **Products.** Successful Vendor shall provide products popular with student lifestyles in the convenience stores; the product mix shall be mutually agreed to by University and Successful Vendor. Products such as heat-n-serve, canned and frozen products, snack items, beverages, health and beauty, basic school supplies, grab and go, and other

products commonly purchased by students shall be readily available. Other foodservice items that are manually produced by Successful Vendor shall also be available for sale. In the event that this is the only venue open to students and the campus community, University may request that the Successful Vendor expand the offerings for a temporary period of time to include such items as brewed coffee, pastries, salads, and sandwiches with disposable utensils.

12.6.2 **Dated Products.** Products shall not be left on the shelf past the pull-dates. If necessary, price reductions shall be made to move the product quickly as the pull-date approaches.

12.6.3 **Merchandising.** Successful Vendor shall apply standard industry merchandising techniques in the stocking and display of products for sales.

12.7 **Special Promotions and Special Events.** On a year-round basis, Successful Vendor will provide a number of monthly Special Promotions and Special Events in its Retail Dining and Convenience Stores, with the schedule as mutually agreed to by Successful Vendor and University as part of the annual Strategic Action Plan. Successful Vendor shall participate in major university events and holidays by offering appropriate dining service specials that complement these events, including dining room and service area decorations. Successful Vendor shall honor all local and national promotions, discounts, rewards and loyalty programs, coupons, etc. offered by the national and local retail brands.

12.8 As part of the development of the Strategic Action Plan, Successful Vendor shall conduct an annual Market Basket survey of the local restaurant competitive environment, and a separate Market Basket survey of the local grocery/convenience store competitive environment. Products to be benchmarked shall be mutually agreed to by Successful Vendor and University's Contract Administrator.

ARTICLE XIII – CATERING SERVICES AND SUMMER CONFERENCE DINING

13.1 **Exclusivity.** Successful Vendor shall have non-exclusive rights to manage and operate Catering Services on the FIU campuses.

13.2 **Catering Services.** Successful Vendor shall develop and furnish a complete Catering program that is consistent with the high-quality image that the University projects to its internal and external publics. All Catering events must be conducted in a first-class, professional manner with regard to creativity, presentation, quality of food and service. The following shall be minimum requirements of the program:

13.2.1 Successful Vendor shall provide a professional, web-based software platform for menu access, ordering, confirmation, and invoicing of Catered events. Information to be available on the Catering platform shall include but not be limited to the following:

13.2.1.1 All standard Catering menus including retail brands, with pricing, with liberal use of professional illustrative photography of available offerings;

13.2.1.2 All Catering policies;

13.2.1.3 All Catering service charges and ancillary fees.

13.2.1.4 The Catering software system shall be accessed via link on the Dining Services

Program website. Successful Vendor shall be responsible for confirming the receipt of all orders or change orders within 24 hours of receipt.

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

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

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

13.2.9 The Successful Vendor shall insure that events are completely set up and ready for service at least thirty minutes prior to the scheduled event start time.

13.2.10 All catering equipment and supplies must be removed by Successful Vendor within two (2) working hours after the close of the event or 30 minutes prior to the next scheduled event should same venue is being used for a subsequent event in less than two (2) hours.

13.2.11 University catering events may occur at many different locations on the campus and occasionally off site. The Successful Vendor's Catering Director/Manager will be required to work closely with the appropriate University departments and contacts in order to insure the highest quality of service, regardless of the location of the event.

13.2.12 Annually or as requested by the University, Successful Vendor shall, at Successful Vendor's cost, host a Catering Showcase for University catering arrangers to highlight new products and presentation capabilities.

13.2.13 Successful Vendor shall provide online post-event surveys for all catered events.

13.2.14 China, glass, silver and paper service ware used for catered events shall be of superior quality. Minimum service ware standards shall be mutually established and agreed to by Successful Vendor and University based on event type and location. The Successful Vendor shall be solely responsible for securing its equipment promptly at the closing of an event. When not available from the Successful Vendor's standard catering equipment inventory, the Successful Vendor must supply or rent specialized catering equipment as a pass-through expense to the event, without mark-up.

13.3 **Approvals.** Catering menus, pricing, portion servings, policies, and service charges shall be subject to University for review and approval prior to dissemination.

13.4 **Catering Space.** University shall control the space commitment and scheduling of authorized University catered events.

13.5 **Furniture Set-Up.** Successful Vendor shall work with the individual or department responsible for the venue's furniture set-up and tear down, excluding catering equipment and supplies, food, and catering generated waste, which shall be the responsibility of Successful Vendor.

13.6 **Event Admissions Control.** Successful Vendor shall be responsible for control of admissions and collection of tickets for catered events where required, which shall be included as a cost of the event.

13.7 **Invoicing and Collections.** Successful Vendor shall be responsible for the invoicing and collection of all Successful Vendor catered functions. Successful Vendor shall accept purchase orders, departmental funds, checks, cash, credit cards, and debit/check cards as payment. If a University

invoice is past due and Successful Vendor has followed all steps of the approval and signature process and has a valid purchase order number, then the University's Contract Administrator shall intercede to expedite payment of the invoice.

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

13.9 **Catering Meetings.**

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

13.9.2 Successful Vendor shall meet a minimum of quarterly with University to evaluate the catering program and, as necessary, revise to improve overall service.

13.10 **Summer Conference Service.** A summer conference service, as Residential program, may be implemented by University if conference residential participants warrant such a service. The cost of the service shall be negotiated between University Successful Vendor.

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

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

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

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

ARTICLE XV – FINANCIAL ARRANGEMENTS

- 15.1 **Financial Structure.** Except as otherwise authorized in this Statement of Work, Successful Vendor shall operate the Dining Services Program on a profit and loss basis, whereby Successful Vendor shall collect all Sales Revenue and pay all Successful Vendor Paid Allowable Expenses. In the event that Successful Vendor Paid Allowable Expenses, as defined in Section 15.1.1, exceed Sales Revenue, Successful Vendor shall be responsible for the loss. In the event that Sales Revenue exceeds Successful Vendor Paid Allowable Expenses, Successful Vendor shall retain the surplus. The costs incurred in connection with the Dining Services Program will be categorized as follows:
- 15.1.1 **Successful Vendor Paid Allowable Expenses.** Amounts incurred and required to be paid for by Successful Vendor that are directly attributable to the operation of the Dining Services Program and can be included as a cost, charge or expense for purposes of calculating Successful Vendor proceeds.
- 15.2 **Successful Vendor Paid Allowable Expenses.** Successful Vendor will be responsible for all cost charges and expenses incurred in connection with the Dining Services Program, to be fully expensed in the year incurred. Cost charges and expenses shall include the following, but not limited to, amounts directly attributable to the operation of Successful Vendor's Dining Services Program at FIU:
- 15.2.1 All Food, Beverages, and Operating Supplies;
 - 15.2.2 Salaries, wages, and other compensation (if any) of employees assigned to the Premises only; Temporary labor agencies expenses may also be included, if approved by the University's Contract Administrator;
 - 15.2.3 Payroll taxes;
 - 15.2.4 Employee benefits;
 - 15.2.5 Relocation expenses for members of Successful Vendor's On-Site Management Team;
 - 15.2.6 Employee background checks and other hiring costs for non-management personnel;
 - 15.2.7 Direct employee training expenses, as identified in the University approved Strategic Action Plan;
 - 15.2.8 Uniforms;
 - 15.2.9 Utilities;
 - 15.2.10 Laundry and linen purchase/rental;
 - 15.2.11 Paper supplies and disposable ware;
 - 15.2.12 Freight/Delivery
 - 15.2.13 Insurance as required by the University under the terms of this ITN; as well as Worker's Compensation based on average manual rates;
 - 15.2.14 Local bank service fees (net of interest);
 - 15.2.15 Credit and debit card transaction fees;
 - 15.2.16 University One-Card fees;
 - 15.2.17 Telephone equipment, line installation and service;
 - 15.2.18 Internet access and service;
 - 15.2.19 Office supplies, misc. printing and postage;
 - 15.2.20 Office equipment (printers, and small business equipment);
 - 15.2.21 Computer hardware purchases, leases and support;
 - 15.2.22 Software licensing and support;
 - 15.2.23 University technology fees;
 - 15.2.24 Custodial/Sanitation supplies and/or janitorial/cleaning services;

- 15.2.25 Common area maintenance;
- 15.2.26 Grease trap maintenance and grease disposal/removal;
- 15.2.27 Pest and insect control;
- 15.2.28 Cost of subcontracted services, only as specifically approved by the University;
- 15.2.29 Marketing materials, advertising, and other direct expenses;
- 15.2.30 Capital Equipment
- 15.2.31 Furnishings (internal to the Premises)
- 15.2.32 Office furnishings, not supplied by the University
- 15.2.33 Equipment maintenance and repair costs;
- 15.2.34 First Aid supplies and equipment;
- 15.2.35 Equipment rental;
- 15.2.36 Decorative materials for use in Successful Vendor's service locations, catering, and/or events;
- 15.2.37 Memberships for on-site personnel in local or national professional associations;
- 15.2.38 Amortization of Pre-Opening Expenses, Office Equipment and Capital Investments (straight-line method over the initial Contract Term);
- 15.2.39 Smallwares replacements required to maintain University-owned stock;
- 15.2.40 Remittance of collected Sales and Use Tax and any taxes levied by local, state or federal governments and agencies;
- 15.2.41 Brand license, royalty and/or franchise fees, only as specifically approved by University's Contract Administrator;
- 15.2.42 Costs associated with unexpected expenses due to the interruption of utility services (gas, water, electric, etc.);
- 15.2.43 Commissions payable to the University, plus applicable sales tax that shall be paid by Vendor;
- 15.2.44 Cash escort services;
- 15.2.45 Health, Safety, and Sanitation inspection fees;
- 15.2.46 Lease, permitting and operating expenses of University approved delivery vehicles required for the operation of the Dining Services Program;
- 15.2.47 Security systems;
- 15.2.48 Property tax
- 15.2.49 Parking permits for Successful Vendor's On-Site Management Team;
- 15.2.50 Contributions and donations to the University, and University scholarships;
- 15.2.51 Performance Bonds, as required by University;
- 15.2.52 Exhaust hood canopy/duct deep cleaning;
- 15.2.53 Trash, recycling and compost removal from designated collection areas (dumpsters)
- 15.2.54 Health, safety and sanitation inspection services and fees;
- 15.2.55 All other direct costs of operation mutually agreed upon and not paid by the University.

15.3 Intentionally omitted.

- 15.3.1 Intentionally omitted.

15.4 **Meal Plans Sales.**

- 15.4.1 All meal plan pricing, including but not limited to residential, non-residential or voluntary, and faculty/staff plans for University customers will be established by the annually by the Successful Vendor in consultation and approval by the University by January 1 or an alternate date established by the University and documented in Attachment 3. Notwithstanding the foregoing, meal plan pricing shall increase annually by the greater of

two percent (2%) or annual percentage change in the U.S. Department of Labor Consumer Price Index for All Urban Customers, Overview Table – Southeast – Miami-Fort Lauderdale, FL – Percent Change, most recent published annual average as of January 1st of the Contract year.

15.4.2 Successful Vendor will be responsible for selling all meal plans. The Successful Vendor shall pay FIU a commission on all meal plans. The University will collect revenue for mandatory resident meal plans and faculty/staff plans through FIU's financial system. The University shall be responsible for sales tax, if any, upon its sale of meal plans. At the beginning of each semester following the last day to pay tuition, or September 15th for the fall semester or February 1st for the spring semester, whichever is earlier, FIU will transfer all meal plan revenue it collects to the Successful Vendor.

15.4.3 Successful Vendor will collect revenue for ~~non residential or~~ voluntary meal plans, ~~as well as all other meal plans.~~ The University will also assist in collecting revenue for Faculty/Staff plans through the payroll deduction and FIU's financial system. Following the University's collection via FIU's financial system, revenues will be transferred to the Successful Vendor. Dining Dollars included in the meal plans identified in Attachment 4 that are unused at the end of the fall semester shall roll over until the end of the final summer session. Successful Vendor shall retain all unused Dining Dollars at the end of the final summer session and shall pay a commission to University of Ten Percent (10%) upon such amounts.

15.4.4 Successful Vendor will assume collection responsibilities and efforts for any unpaid voluntary meal plans only.

15.4.5 Door pricing and cash equivalency rates for all-you-care-to-eat operations will be established annually by the Successful Vendor in consultation and approval of the University, and documented in Attachment 4.

15.4.6 **Adjustments in Residential Plans.** After meal plan funds have been transferred to the Successful Vendor, Successful Vendor shall make prorated refunds to those contract holders who begin participation in a plan and subsequently cancel the contract or withdraw from the University during the contract period so long as the withdrawal meets University's withdrawal procedures.

15.5 **Retail Dining, Convenience Store, and Catering Pricing.** The Retail Dining, Convenience Store, and Catering pricing submitted in Successful Vendor's response to University's ITN shall be the prices put into effect for the first year of the contract, subject to final contract negotiation. For subsequent years of the Statement of Work, prices will be determined in conjunction with the development of the annual Strategic Action Plan process.

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

- 15.5.2 Successful Vendor requests for pricing increases must be predicated on increases to the cost of doing business, and shall require substantiation in the form of changes to labor projections, wage/benefits rates, food costs, related operating costs and changing program needs. Price increases will be negotiated in good faith between the Successful Vendor and University, with approval at the sole option of University; approval shall not be unduly withheld.
- 15.5.3 Successful Vendor will not alter prices and/or portion sizes once approved by University's Contract Administrator without obtaining further approval, and must be able to justify that proposed price increases are the result of legitimately escalating costs of doing business.
- 15.5.4 In no case can the Successful Vendor apply for a year to year percentage price increase that exceeds the greater of two percent (2%) or annual percentage change in the U.S. Department of Labor Consumer Price Index for All Urban Customers, Overview Table – Southeast – Miami-Fort Lauderdale, FL – Percent Change, most recent published annual average as of January 1st of the Contract year. Notwithstanding the foregoing, National Brand or non-Aramark proprietary brand pricing increases shall be implemented by Successful Vendor as required by the National Brand or non-Aramark proprietary brand upon written notice to the University together with proper documentation of the price increases.
- 15.5.4.1 Successful Vendor acknowledges and understands that the rule of thumb for FIU pricing strategy will be at or below the market price in the surrounding community and geographic area of the University. All campus pricing will be consistent for like or same brands.
- 15.5.4.2 Agreed to pricing adjustments shall go into effect per the mutually agreed upon date between the University and the Successful Vendor. Price adjustments normally occur annually prior to start of Fall semester. Notwithstanding the foregoing, National Brand or non-Aramark proprietary brand pricing increases shall be implemented as required by the National Brand. Additional price changes may occur on case-by-case basis between Fall and Spring semesters, mainly due to unforeseen market increases as a result of food shortages, availability, and other extenuating circumstances.
- 15.6 **Conference Pricing.** Prices for University-sponsored Conferences shall be established between University departments and Successful Vendor. The University and Successful Vendor shall mutually agree upon Successful Vendor's pricing schedule no later than December 1st of each year of the Contract term.
- 15.7 **Temporary/Emergency Price Increases.** All temporary/emergency price increases that have University approval go into effect one (1) week after their approval. These emergency price increases shall be reviewed monthly and at the point that the emergency no longer exists, prices shall be reduced to the approved annual price. When there is an emergency situation, temporary price adjustment requests shall be considered for those items where a dramatic cost differential exists.
- 15.7.1 Requests for price increases in any area must be accompanied by as many of the following

factors listed below as applicable:

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

15.8 Commissions.

15.8.1 Successful Vendor shall pay the University the following commissions on a monthly basis. For ease of reference, the Schedule of Payment shall be documented annually. Commissions shall be inclusive of Dining Dollars revenue.

Commission Percentages	
Residential Dining Door Sales	___% of Net Sales
Mandatory Meal Plans	___% of Net Sales
Voluntary Meal Plans	___% of Net Sales
Successful Vendor Managed Retail Sales	___% of Net Sales
Subcontracted Retail Sales	___% of Net Sales
Catering Sales	___% of Net Sales
Conference and Camp Sales	___% of Net Sales
Faculty/Staff Dining Plans	___% of Net Sales
Athletic Catering	___% of Net Sales
Other	___% of Net Sales

Commented [SA8]: Please see Aramark's June 20, 2018 BAFO for these amounts.

15.8.2 The following Guaranteed Minimum Commissions, plus applicable sales tax that shall be paid by Successful Vendor, shall be in force for each year of the Contract.

Guaranteed Minimum Commissions	
FY 2018-19	\$ _____
FY 2019-20	\$ _____
FY 2020-21	\$ _____
FY 2021-22	\$ _____
FY 2022-23	\$ _____
FY 2023-24	\$ _____
FY 2024-25	\$ _____
FY 2025-26	\$ _____

Commented [SA9]: Please see Aramark's June 20, 2018 BAFO for these amounts.

FY 2026-27	\$ _____
FY 2027-28	\$ _____

15.8.3 Successful Vendor shall ~~not~~ be reimbursed for commissions paid on uncollected accounts.

15.8.4 Payments of guaranteed minimum commissions shall be made to University on a monthly basis. Each monthly payment shall be due on the 10th day of each month, unless otherwise altered by the University, and shall be in an amount equivalent to 1/12 of the Minimum Guaranteed Annual Commission amount due with respect to the applicable Academic Year. Successful Vendor shall prepare and provide a mutually agreed to statement of sales and commissions for each Accounting Period and shall submit such statement with the payment due to the Office of Business Services.

15.8.5 In the event that the aggregate commissions as owed to the University pursuant to the terms of Section 15.8.1 (which include applicable sales taxes) are greater, with respect to any Academic Year, than the Guaranteed Minimum Commissions for such Academic Year, then Successful Vendor shall, within thirty days following the end of such Academic Year, pay to the University an annual sales commission in an amount equal to the difference between (i) the aggregate commissions calculated as owed to University for such Academic Year as identified in Section 15.8.1 (which include applicable Florida State sales taxes due on such commission) minus (ii) the amount of the Minimum Guaranteed Commissions for such Fiscal Year, as identified in Section 15.8.2.

15.8.415.8.6 In determining the above guaranteed minimum commissions, Successful Vendor has relied on certain representations by the University. The foregoing guaranteed minimum commissions amounts are subject to the fulfillment of the following conditions precedent. In the event that any such conditions are not met, then Successful Vendor shall have the right to adjust the applicable guaranteed minimum commission amount in order to reflect changes in its financial model due to the failure to fulfill the conditions precedent: for each year of this Agreement, regarding the mandatory meal plan requirement, the University shall require that all freshmen on-campus residents with 30 credit hours or less purchase a meal plan that costs no less than \$1,650.00, as adjusted by the parties' agreed-upon annual pricing increase and the default plan shall be the Ultimate 7 Plan. In the event of a weather or other emergency event resulting in the two (2) day or more closure of the University, or Vendor Service Locations at the University, as required by a governmental authority, Successful Vendor shall have the right to adjust the applicable guaranteed minimum commissions amount in order to reflect the changes in its financial model to the effect of the emergency event. In the event that the University approves a pricing increase of three percent (3%) or more pursuant to Article 15.4.1, then the parties shall mutually agree upon an increase to the guaranteed commissions to reflect the positive affect of such a pricing increase.

15.9 **Billing and Payment.** For retail operations and catering, the Successful Vendor shall collect and deposit in its own bank all cash receipts. The Successful Vendor shall submit invoices to University for all amounts due from the University under the Contract at the end of each week. Payments by University shall be paid weekly and not more than thirty (30) calendar days after the receipt of the invoice, if Successful Vendors' invoice is complete and accompanied by full documentation. For ease of reference, the Schedule of Payment shall be documented annually. All services

provided by Successful Vendor pursuant to this Statement of Work shall be performed to the satisfaction of University, as determined at the sole discretion of University's Contract Administrator, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Successful Vendor shall not receive payment for work found by University to be unsatisfactory or performed in violation of any applicable federal, state, or local law, ordinance, or regulation.

15.9.1 **Catering Billing.** Successful Vendor shall be responsible to invoice clients directly and collect amounts due. University shall cooperate with the Successful Vendor in the collection of delinquent accounts involving University departments.

15.9.2 **Summer Conference/Camps Payments.** Successful Vendor shall be responsible for invoicing and collecting fees from summer conferences and camp customers as it relates to dining services fees. Uncollected debts shall not diminish payments owed to University.

15.9.3 **Residential Meal Plan Payments.** Successful Vendor shall assume collection responsibilities and efforts from students and other customers for any unpaid voluntary meal plans only upon transfer. The student must enter into a contract with the Successful Vendor. Uncollected debts shall not diminish payments owed to University. Successful Vendor shall be responsible for working with the University to place a registration "hold" on student records for which the debt has not been cured and the student's right to receive meals shall be suspended. This "hold" shall prevent such students from receiving official copies of records from the University or registering for classes until such debt is satisfied. Successful Vendor shall be responsible for providing University with timely and accurate information about such matters and the University will be timely in placing the "hold".

15.10 **Financial Reporting.** Successful Vendor shall keep full, timely and accurate records in accordance with generally accepted accounting practices for all necessary Federal, State, County, and local forms and claims regarding the Dining Services Program, including any of Successful Vendor's services that University may choose to utilize in the future. Successful Vendor shall provide the University's Contract Administrator with a complete set of monthly financial statements no later than the 15th day following the last day of each month, unless otherwise altered by the University. Financial statements will include the following:

15.10.1 Within twenty (20) days of the close of each month, unless otherwise altered by the University, Successful Vendor will be required to provide the University with monthly financial statements (~~for each operation and in aggregates as mutually agreed-upon~~), as well as other accounting reports as necessary showing the status of the program and the basis for both University and Successful Vendor compensation, in formats to be mutually agreed upon by the parties and which shall be customized for the parties' needs. Each financial statement shall show budgeted vs. actual by sales type (cash, residential meal plans, voluntary meal plans, credit card, declining balance, etc.), ~~budgeted and actual expense details, and Successful Vendor profit/loss for both the period, year to date,~~ as well as comparison to the previous fiscal year period and year to date. All reports shall be for the University's fiscal year.

15.10.2 By the first of each calendar month, unless otherwise altered by the University, monthly

Commission report with revenue reported separately by each retail location, athletics catering, other University catering, meal plans, and concessions, reconciling commissions payable to the University with sales reported on the profit and loss statements. Operating statistics for each dining location and in aggregate, including but not necessarily limited to the following:

15.10.2.1 Meal Plan participation by plan type.

15.10.2.2 Food cost per meal served in the all you care to eat locations.

15.10.2.3 Meals per labor hour by location.

15.10.2.4 Monthly guest counts by location and by meal period (breakfast, morning break, lunch, afternoon break and evening).

15.10.2.5 Average check for each retail location.

15.10.3 In addition to the above, the Successful Vendor shall provide special reports and analysis of the dining program operations under the Statement of Work as requested by University. These reports may include and not be limited to:

15.10.3.1 In the event the University is unable to access its own records regarding such information, participation reports detailing cash register transactions in various time increments (days, hours, 15-minute segments), dollars remaining in declining balance accounts;

15.10.3.2 Special event records including a summary of the number of catered events, number of attendees at each event, type of event, and average check;

15.10.3.3 Sales mix report for each retail location (sales breakdown by items sold);

15.10.3.4 Per capita reports.

15.10.4 Upon request of University, Successful Vendor shall meet with University to review each operating statement, explain deviations, discuss problems, and mutually agree on courses of action, to improve the results of the required services included in this Statement of Work. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected in the next period statement.

15.10.5 Within thirty (30) days after the end of University's fiscal year, unless otherwise altered by the University, Successful Vendor will be required to submit year-end financial statements for each operation and in aggregate, certified by the Vice President of Finance of the company. While audited financial statements will not be required, the University reserves the right to audit at its sole expense, Successful Vendor's books and records, at any time, with 48-hour notice.

15.11 **Audits.** University reserves the right to audit at any time any aspect of the services performed by the Successful Vendor, it being understood that University shall take all reasonable steps to protect records containing proprietary or confidential information. In case of a conflict in interpretation between the parties, the Florida Public Records Law, shall apply to determine

records subject to disclosure or audit and the protection of such data. All Successful Vendor records shall be kept in such a way that they may be readily audited by University, shall be consistent with generally accepted accounting principles and budgets presented to University and conform to all applicable laws. Records will be kept for the term of the Contract and one (1) subsequent year (or longer if required by law) or until the final disposal of any claims or litigation arising out of the performance of the Contract, whichever is longer.

15.11.1 Accounting records and documents shall be made available at Successful Vendor's nearest district office. Successful Vendor shall:

- 15.11.1.1 Provide University and/or its auditor's reasonable facilities for the examination and audit of the books and records.
- 15.11.1.2 Make such returns and reports as required.
- 15.11.1.3 Attend and answer under oath all lawful inquiries.
- 15.11.1.4 Produce and exhibit such books and records as may be desired to be inspected.
- 15.11.1.5 In all things, cooperate with University and/or its auditors in the performance of its duties.

15.11.2 If the auditor's figures vary more than 10% from the figures provided by Successful Vendor, Successful Vendor shall pay the difference plus the reasonable cost of the audit otherwise, University shall be responsible for the same.

15.12 **Successful Vendor Independent Audits.** The Successful Vendor shall notify University of any independent audits scheduled of the Successful Vendor's records and operations. University shall receive a copy of all reports indicating findings that affect University.

15.13 **Credit.** Successful Vendor shall operate on its own credit, with no advance payments from University. Successful Vendor shall pay all costs of operations from its own banking account.

15.14 **Successful Vendor Investments.**

15.14.1 **Pre-Opening Expenses.** Successful Vendor will fund Pre-Opening Expenses ("Pre-Opening Expenses") on behalf of the Dining Services Program, at Successful Vendor's sole expense and only as approved by University. Pre-opening Expenses include, but are not limited to, travel, meals, lodging, opening promotions and advertising, accounting and operating manuals and systems, interviewing and relocation, salaries and fringe benefits, crew training, and other expenses related to preparing for, and commencing services for the 2018-19 academic year. Pre-Opening Expenses shall not be included in the amortization schedule.

15.14.2 **Capital Investments.** Successful Vendor expenditures ("Successful Vendor Capital Investments") to fund capital improvements to the University's Premises shall require pre-approval by University. Work completed during the course of this Statement of Work shall be governed FIU Building Standards, the State University System Professional Service Guide and the Cost Containment Guidelines of the State University System. All Successful Vendor Capital Investments as identified in Attachment 8 will ~~include~~ exclude sales tax, which shall be paid by Successful Vendor, and be amortized on a straight-line basis either from the Effective Date or from the date of expenditure, whichever is later, with all expenditures to be fully amortized by end of initial contract period. Any equipment

purchased by Successful Vendor on University's behalf shall be purchased as a "sale-for-resale" to the University. University shall hold title to all items funded by Successful Vendor Capital Investments (with the exception of those items which bear the name of Successful Vendor, its logo (or any of its logos), its service marks or trademarks, or any logo, service marks or trademarks of a third party) upon such resale (subject to any franchisor's right to repurchase the equipment, and Successful Vendor's obligation to remove the franchisor's signage and other trade dress, in accordance with the terms of any franchise agreement between Successful Vendor and the franchisor). If the Statement of Work expires or is terminated for any reason prior to the full amortization of the Successful Vendor Capital Investment, except if Vendor terminates for convenience pursuant to Article 16.45, during the first five (5) years of this Agreement, University or its next Successful Vendor shall pay Successful Vendor the unamortized portion, excluding smallwares and signage utilized in the Branded Concepts operations, at zero percent interest. The amortization schedule is attached to this Contract as Attachment 8. In the event such amounts owing to Successful Vendor are not paid within ninety-one hundred and eighty days (90180) of effective date of such expiration or termination, University agrees to pay interest on such amounts at the rate set by the Comptroller pursuant to Section 55.03 Florida Statutes, compounded monthly from the date on which such payment is due, until the date paid. The right of Successful Vendor to charge interest for late payment shall not be construed as a waiver of Successful Vendor's right to receive payment as set forth above.

15.14.3 **Successful Vendor Office Equipment.** Successful Vendor agrees to purchase all office and computer equipment required for the successful execution of its internal operation of this Statement of Work, except for equipment specifically stated as University provided under the terms of the Contract. Title of Successful Vendor Office Equipment shall reside with the Successful Vendor. All Successful Vendor Office Equipment will be amortized on a straight-line basis either from the Effective Date or from the date of expenditure, whichever is later, for a maximum term of 36 months or to contract expiration, whichever is less. All Successful Vendor Office Equipment expenditures shall be fully amortized by June 30, 2027. If the Statement of Work expires or is terminated for any reason prior to the full amortization of Successful Vendor Office Equipment, the unamortized portion of Successful Vendor Office Equipment shall be considered a Successful Vendor cost and shall not be reimbursed by the University. The amortization schedule is attached to the Contract as Attachment 8.

15.14.4 **Successful Vendor Supplied Capital Equipment.** Successful Vendor shall provide, at its own cost and expense, any other equipment not provided by University, which Successful Vendor deems necessary. Such equipment shall be free of conditions that violate any laws or their applicable regulations. Should repairs, alterations, modifications, or replacements be required to comply with applicable health and safety laws, such actions shall be the responsibility of the Successful Vendor. All capital equipment purchased by Successful Vendor may be straight line depreciated over the remaining years of the base contract term. The amortized value of equipment purchased by Successful Vendor shall become the property of University. Any unamortized equipment may be purchased by University at its discretion or by University's next Successful Vendor. Should neither University nor its next Successful Vendor want to purchase the unamortized equipment, then Successful Vendor shall remove such equipment at Successful Vendor's expense.

15.14.5 **Signage.** Any and all of Successful Vendor's signage and advertising on FIU's campuses must be pre-approved by FIU and subject to FIU's continued permission and approval. Other than the signs provided by FIU voluntarily, all signage and advertising shall be at Successful Vendor's sole expense, except that FIU agrees, as applicable, to include Successful Vendor in FIU's standard and customary directories, promotional circulars and social media advertisements at no additional cost. All such signage must comply with applicable Laws and FIU's color schemes and standards. Further, Successful Vendor agrees to comply with all of FIU's reasonable requests that Successful Vendor supply additional signage as necessary. Successful Vendor must submit an annual detailed marketing plan to FIU during the Term.

15.14.6 **Refresh.** Throughout the term of the Contract, and any renewal extensions, Successful Vendor, agrees to invest _____ Dollars (\$ _____), which include applicable sales tax, which shall be paid by Successful Vendor, in Years 3, 6 and 9 at a minimum to University for capital upgrades / facility improvements for the Dining Services Program, including any renewal extension(s) (each a "Brand Refresh Commitment"). The scope and specifications for the Refresh shall be mutually agreed upon by University and Successful Vendor prior to using the funds. The parties mutually agree that the unused annual reimbursement funds shall be carried forward to be used in any subsequent year during the Contract Period, and any renewal extensions, with a Refresh occurring in the Dining Services Program no less than every three (3) years. Any equipment purchased by Successful Vendor on University's behalf shall be purchased as a "sale-for-resale" to the University. University shall hold title to the improvements funded with this investment, excluding Smallwares and signage utilized in the Dining Services Program. Aramark shall amortize each Brand Refresh Commitment on a straight-line basis over a period of twelve (12) months from the date provided. Notwithstanding the foregoing, no investment shall be provided in the final year of the Agreement so that no amortization of a Brand Refresh Commitment shall extend beyond the term of the Agreement, unless mutually agreed-upon by the parties. If the Contract expires or is terminated for any reason prior to complete amortization of the investment, University shall reimburse Successful Vendor for the unamortized balance of the investment, excluding Smallwares and signage utilized in Successful Vendor's Concepts per the schedule in Attachment 8. In the event such amounts owing to Successful Vendor are not paid within ninety days (90) of effective date of such expiration or termination, University agrees to pay interest on such amounts at the rate set by the Comptroller pursuant to Section 55.03 Florida Statutes, compounded monthly from the date on which such payment is due, until the date paid. The right of Successful Vendor to charge interest for late payment shall not be construed as a waiver of Successful Vendor's right to receive payment as set forth above. If the Contract expires or is terminated for any reason, Successful Vendor shall have no further obligation as it relates to the Refresh Fund.

Commented [SA10]: Please see Aramark's June 20, 2018 BAFO for this amount.

15.15 **Value Added Support.** Throughout the term of this Statement of Work, and any renewal extensions, Successful Vendor, as a component of its annual operating expenses, agrees to annually provide the following to University.

15.15.1 **In-Kind Catering Fund.** Successful Vendor shall provide an annual catering fund for food and non-alcoholic beverages only. These discretionary funds shall not apply towards the cost of athletics events, alcoholic beverages, labor costs, or rental fees. Pricing with respect to all catering provided by Successful Vendor hereunder shall be based upon

Successful Vendor's standard retail pricing. These discretionary funds may be used at any time during a fiscal year. The fund shall be established as credits to the University account not before August 1st of each year during this Statement of Work. Successful Vendor shall not issue a check in lieu of credit to the account. Commissions shall not be paid to University on any sales utilizing this Fund. Any fund balances remaining at the end of the fiscal year shall be carried forward to any subsequent year. Successful Vendor shall retain all unused balances upon expiration or termination of this Agreement. If the Contract expires or is terminated for any reason, Successful Vendor shall have no further obligation as it relates to the In-Kind Catering Fund.

Annual In-Kind Catering Fund	
FY 2018-19	\$ _____
FY 2019-20	\$ _____
FY 2020-21	\$ _____
FY 2021-22	\$ _____
FY 2022-23	\$ _____
FY 2023-24	\$ _____
FY 2024-25	\$ _____
FY 2025-26	\$ _____
FY 2026-27	\$ _____
FY 2027-28	\$ _____

Commented [SA11]: Please see Aramark's June 20, 2018 BAFO for these amounts.

15.15.2 **Unrestricted Grant.** Throughout the term of the Contract, and any renewal extensions, Successful Vendor, agrees to provide _____ Dollars (\$ _____) as an Unrestricted Grant. Successful Vendor shall remit the Unrestricted Grant, ~~plus which shall include~~ applicable sales tax, ~~which shall be paid by Successful Vendor,~~ to University no later than January 1 each year the Contract is in effect. University at its sole discretion shall determine how these funds are utilized including being utilized for items not associated with the Dining Services Program. Successful Vendor shall amortize each Unrestricted Grant on a straight line basis over a period of twelve (12) months, with amortization commencing upon the complete expenditure of the Unrestricted Grant payment. If the Contract expires or is terminated for any reason prior to complete amortization of the Unrestricted Grant payment, University shall reimburse Successful Vendor for the unamortized balance of the Unrestricted Grant payment. In the event such amounts owing to Successful Vendor are not paid within ~~ninety-one hundred and eighty~~ days (90/180) of effective date of such expiration or termination, University agrees to pay interest on such amounts at the rate set by the Comptroller pursuant to Section 55.03 Florida Statutes, compounded monthly from the date on which such payment is due, until the date paid. The right of Successful Vendor to charge interest for late payment shall not be construed as a waiver of Successful Vendor's right to receive payment as set forth above. If the Contract expires or is terminated for any reason, Successful Vendor shall have no further obligation as it relates to the Unrestricted Grant.

Commented [SA12]: Please see Aramark's June 20, 2018 BAFO for this amount.

15.15.3 **Internships.** Successful Vendor shall fund a minimum of two (2) student internships each year the Contract is in effect.

15.15.4 **Scholarships.** Successful Vendor shall provide _____ Dollars (\$_____) as funding for student scholarships each year the Contract is in effect and remit to University no later than July 1. University at its sole discretion shall determine how these scholarship funds are distributed. If the Contract expires or is terminated for any reason, Successful Vendor shall have no further obligation as it relates to the Scholarships.

Commented [SA13]: Please see Aramark's June 20, 2018 BAFO for this amount.

15.16 **Performance Incentive Fees and Successful Vendor Risk.** Successful Vendor is eligible to receive a Performance Incentive Fee, should Successful Vendor meet University's performance expectations as measured via the Performance Scorecard in Attachment 11. Successful Vendor agrees to pay University a Risk Fee, should Successful Vendor fail to meet University's performance expectations as measured by the Performance Scorecard in Attachment 11.

15.17 **Inventory of Food, Supplies and Smallwares.** Upon termination of this Statement of Work, University shall either purchase, or strongly request the succeeding Food Service Operator to purchase, Successful Vendor's inventory of food, supplies and smallwares at the invoice cost less any local discounts. All inventory purchases shall only be for product that is of merchantable and usable quality and reasonably necessary for the provisions of the Dining Services Program.

ARTICLE XVI – GENERAL TERMS AND CONDITIONS

- 16.1 **Taxes.** Vendor shall bill, collect, and timely remit any applicable sales, use, or meal taxes on all meals and services for which Vendor collects revenue from Customers. Vendor shall bill and collect sales and use tax, if applicable, on purchases billed to University. Unless otherwise provided for by law, sales to University shall be deemed exempt from sales and use taxes. Notwithstanding the foregoing, University shall be responsible for sales tax, if any, upon its sale of meal plans, and for taxes, if any, assessed upon their real or personal property

University shall not be responsible for any assessment of taxes, penalties or interest attributable to Vendor's failure to timely submit, remit or collect any known tax, tax filing or report. Vendor shall be responsible for its city, state or federal income taxes including any tax burdens or benefits arising from or attributable to its operations hereunder. This section shall survive termination of this Statement of Work.

- 16.2 **Annual Appropriations.** FIU's performance and obligation to pay under the Contract is subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purposes of such Contract for the current and future periods. FIU will give notice to the Vendor of the non-availability of funds when FIU has knowledge thereof. Upon receipt of such notice by Vendor, Vendor is entitled to payment only for those services performed and accepted by FIU prior to the date such notice is received.
- 16.3 **Payment Terms.** Vendor shall submit invoices for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit. FIU will make payment in accordance with FIU Regulation FIU-2202, which states the Vendor's rights as a vendor and FIU's responsibilities concerning interest penalties and time limits for payment of invoices. Upon receipt, FIU has five (5) business days to inspect and approve the goods or services. If a payment is not issued within **forty (40) days of receipt** of a proper invoice and receipt and inspection and approval of the goods and services, FIU will pay to the Vendor, in addition to the amount of the invoice, an interest penalty at the rate established pursuant to Florida Statutes §55.03(1), provided the interest penalty is in excess of one dollar (\$1.00). A Vendor Ombudsman has been established within the Office of Business and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment from FIU. The Vendor Ombudsman may be contacted at (305) 348-2101.
- 16.4 **Compliance with Regulations.** Vendor shall comply with all state and local building, fire, health, zoning codes and/or regulations that apply to the operation of Vendor's Premises. Any reference to such laws, ordinances, rules, regulations, and codes shall include any amendments thereto.
- 16.5 **Permits and Licenses.** Vendor shall procure and keep current all permits and licenses, pay promptly all charges and fees, and give all notices necessary and incidental to the due and lawful operation of University's Dining Services Program. Vendor shall notify University immediately in writing in the event Vendor becomes aware of any lapse of any required permit or license that falls within the responsibility of University. Vendor must provide proof of such to FIU as a condition of award of the Contract.
- 16.6 **Patents, Trademarks and Copyrights.** Vendor shall assume all costs arising from the use of trademarks, copyrights, or patented materials, licenses, equipment devices or processes used in the operation of, or incorporated, into the Dining Services Program and facilities, and shall

indemnify and hold harmless University and the Board from all claims, suits of law or actions of every nature for or on account of the use of any trademarks, or patented or copyrighted materials, equipment, devices or processes provided, requested or obtained by Vendor.

16.7 **Insurance.** Successful Vendor shall provide and keep in full force and effect during the term of the Contract, at the Successful Vendor's own cost and expense, the following insurance policies for the joint benefit of the Successful Vendor and FIU, with an insurer reasonably acceptable to FIU:

<u>Commercial General Liability</u>	\$5,000,000	General Aggregate	(minimum)
(a) Bodily Injury & Property Damage	\$2,000,000	Each Occurrence	(minimum)
(b) Damage to Rented Premises	\$ 500,000		
(c) Products/Completed Operations	\$5,000,000		
(d) Advertising & Personal Injury	\$2,000,000		
(e) Contractual Liability	\$2,000,000		
(f) Medical Payments	Optional		
<u>Automobile Liability</u>	\$1,000,000		(minimum)
<i>(owned/non-owned/leased)</i>			
Liquor Liability	\$5,000,000		(minimum)
Workers' Compensation	Statutory Limits		
Employer's Liability	\$1,000,000 Bodily injury by accident;		(minimum)
	\$1,000,000 Disease-Each Employee;		(minimum)
	\$1,000,000 Disease Aggregate		(minimum)

Commented [SA14]: Aramark requests that we cross-out "minimum" and increase the insurance amounts.

For Successful Vendor to show that it can satisfy this requirement, the Successful Vendor must include in its solicitation response one of the following:

- 16.7.1 **Property Insurance:** that will provide coverage for loss or damage (on a replacement cost basis) occurring on, in, or about the Premises arising out of Successful Vendor's use or occupancy or its agents, employees, contractors, guests, invitees, use or occupancy of the Premises. Property insurance coverage shall also cover all Successful Vendor's furniture, fixtures, equipment, inventory and any other personal property owned, on loan and used in Successful Vendor's business and found in, on, or about the Premises and any improvements or betterments made by the Successful Vendor.
- ~~a) A letter from Vendor's insurer stating that the Vendor meets the currently specified insurance requirements, or~~
 - ~~b) A commitment letter from an insurer that if awarded a contract, Successful Vendor will have access to such coverage, or~~
 - c) A Certificate of Insurance from Vendor's insurer stating that the Vendor meets the currently specified insurance requirements.

Commented [SA15]: Aramark would like to connect our Risk Management with the University's Risk Management department to review this issue.

The Vendor shall submit to: FIU Procurement Services Department, Campus Support Complex, CSC 411, 11200 SW 8th Street, Miami, Florida 33199, true and correct copies of certificates of such insurance prior to the effective date of the Contract and shall submit annually thereafter.

Certificate of Insurance shall indicate that such insurance policies carry endorsements (no more restrictive than ISO CG 2010 on the GL policy) which names The Florida International University Board of Trustees, Florida International University, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents, as additional insureds and/or loss payee, as applicable. Vendor's policies shall be primary and any insurance carried by FIU shall be noncontributing with respect thereto.

Vendor's workers' compensation insurance policy shall include a clause or endorsement, which shall waive the right of subrogation on the part of the Vendor's insurance carrier against FIU. To the extent not caused in whole or in part by FIU's negligence, Vendor shall hereby release FIU from any and all liability or responsibility to the Vendor or anyone claiming through or under them by the way of subrogation specific only to a Workers' Compensation claim. Additionally, any release or settlement entered into by Vendor under a workers' compensation claim shall include, in its settlement and release the State of Florida, the Florida Board of Governors, the FIU Board of Trustees, FIU, and their officers, employees, and agents.

Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions. Vendor shall provide FIU with evidence of the renewal or replacement of the policies required above within ten days of expiration.

In the event any of the policies are subject to a deductible or self-insured retention, it is the sole responsibility of the Vendor to pay such deductible or self-insured retention.

If the Vendor fails to secure and maintain insurance policies complying with the provisions of the Contract, FIU may terminate the Contract. The Vendor shall do nothing that will adversely affect FIU, in any way, including increasing risks, insurance premiums or liability.

In addition to the insurance required to be obtained and maintained by Vendor, Vendor shall assume all risk and responsibility for the actions of its contractors / subcontractors / agents/ representatives on the Properties and shall require all contractors / subcontractors / agents / representatives to obtain and maintain insurance coverage that adequately covers their exposure based on the type of services they are providing in connection with the Contract.

FIU reserves the right to cancel any award made or cancel the Contract if Vendor fails to supply and/or maintain the required coverage.

Vendor's procuring of the required insurance shall not relieve the Vendor of any obligation or liability assumed under the Contract, including specifically the indemnity obligations. The Vendor may carry, at his own expense, such additional insurance, as Vendor deems necessary. FIU recommends that the Vendor obtain and maintain a policy of business interruption insurance. The Vendor shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of Vendor's operations within the scope provided for under the Contract, and shall cooperate in all litigated claims and demands, arising from said operations, which its insurance carrier or carriers are requested to respond.

~~The absence of a demand for any type of insurance certificates or policy or insurance condition, or for higher coverage limits shall not be construed as a waiver of the Vendor's obligations to carry and maintain the appropriate types of insurances at limits that are appropriate to the liability exposure associated with the Contract. FIU does not represent that coverage and the limits specified herein will necessarily be adequate to cover Vendor's liability.~~

~~FIU, upon request, reserves the right to obtain a copy of the policies requested above.~~

Commented [SA16]: Aramark would like to connect our Risk Management with the University's Risk Management department to review this issue.

16.7.2 Workers' Compensation. The Vendor shall have and maintain during the life of the Contract, Workers' Compensation Insurance for all of its employees connected with the work related to the competitive solicitation. In the event any work related to the competitive solicitation is sublet or subcontracted, the Vendor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Vendor. Such insurance shall comply fully with the Florida Workers' Compensation law. Vendor shall use best efforts to insure that Aany release or settlement entered into by Vendor under a workers' compensation claim shall include, in its settlement and release the State of Florida, the Florida Board of Governors, the FIU Board of Trustees, FIU, and their officers, employees, and agents. In case any class of employees engaged in hazardous work under the Contract at the site of the project is not protected under Workers' Compensation, the Vendor shall provide, and cause each subcontractor to provide, adequate insurance for the protection of such employees.

Vendor will defend, indemnify and hold FIU and its officers, directors, Trustees, employees, Affiliates, successors and assigns, and their respective officers, directors and employees, harmless from any claim, action, suit, damages, costs, expenses or other liability whatsoever resulting from or related to any claim by Vendor's employees for any work-related injury or disability, to the extent not caused in whole or in part by FIU's negligence. Vendor's indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

16.8 Liability / Indemnification. Each party shall be responsible for its own acts and omissions and the results thereof. Florida Statutes Chapter 768 and other applicable laws govern University's liability. Vendor shall indemnify, and defend and hold the University, the FIU Board of Trustees, the Florida Board of Governors, the State of Florida, and their respective trustees, officers, agents, employees, successors and assigns, harmless (1) for, from and against any claim or demand by a third person for loss, liability or damage, including claims for property damage, personal injury or wrongful death, arising out of any accident thereto occasioned by any act or nuisance made or suffered on the Premises, or by any fire or other destructive force on the Premises or growing out of or caused by any failure on the part of Vendor to maintain the Premises in a safe condition and shall reimburse University for all costs and expenses in connection with the defense of such claims; (2) from and against all actions, suits, damages, claims, fines, fees, demands, losses, liabilities, damages, lawsuits, royalties, actions, proceedings, arbitrations, taxes, penalties and/or interest by whomsoever brought or made by reason of the Vendor's negligent provision of the services, negligence, misrepresentation, warranty, obligation and/or the non-observance or non-performance of any of the terms, covenants and conditions in this Statement of Work or the

Contract, or the rules, regulations, ordinances and laws of the United States or the State of Florida; and (3) from all of those obligations outlined in the Statement of Work, including, but not limited to, Sections 4.3.4, 5.6.6.11, and 5.12.

Additionally, with respect to damage to the property owned by University and/or liability resulting from such damage, and to the extent that such property loss to the University is the result of the negligence of Vendor, the Vendor shall indemnify FIU for any and all liability as a result of said property damage and any associated claims and/or costs (including but not limited to any lawsuits from Vendor's employees, third parties and/or representatives). Vendor represents and warrants that it will promptly advise FIU of any known maintenance issues on FIU property, that FIU is responsible for addressing.

- 16.9 **Trade Secrets and Proprietary Information.** During the term of the Statement of Work, Vendor may grant to FIU a non-exclusive right to access certain proprietary materials of Vendor, including menus, recipes, signage, management guidelines and procedures, operating manuals, third-party relationship information, software (both owned by and licensed to Vendor), computerized databases and similar compilations regularly used in University's business operations ("Trade Secrets"). Except as required by law, including the Chapter 119 of Florida Statutes, commonly known as the Florida Public Records Law, with which University must comply. All Trade Secrets (including signage proprietary to Vendor), shall remain the exclusive property of Vendor and shall be returned to Vendor immediately upon termination of the Statement of Work. University agrees that it shall not retain Vendor owned software beyond the termination of the Statement of Work. This section shall survive termination of the Statement of Work.

Should Vendor seek to assert trade secret protection for any document the Vendor submits in response to this Competitive Solicitation under Florida Statutes Section 688.002(4), Section 812.081(1)(c), Section 815.04(3), and/or Section 815.045, for each document that trade secret protection is claimed, Vendor must comply with the both of the following:

- 1) Segregate and separately label the document(s) claimed as trade secrets: documents produced electronically should be produced on separate CD or electronic media clearly-labeled "Trade Secret" on the physical media as well in the title of the electronic folder or file; documents produced in hard copy should be separated and each clearly labeled "Trade Secret." *Inserting the words "Confidential" and/or "Proprietary" to the front of or the footer of a document **does not** automatically entitle the document to be a trade secret under Florida law and thus is insufficient to comply with this requirement; and*
- 2) Provide a sworn affidavit (form is Appendix IV) signed by a high-level officer of the Vendor to **FIU's Procurement Services Department**, certifying the following for **each** separate claimed trade secret document:
 - a) Identify with specificity the document(s) for which trade secrets protection is claimed;
 - b) Provide a description of the document sufficient to determine the application of the trade secret exemption; and

- c) Explain in detail the specific element(s) or provision(s) of Florida Statutes Section 688.002(4) or Section 812.081(c) that render the document at issue a trade secret exempted from public records under applicable Florida law.

Vendor's failure to fully comply with the above and/or submit a sworn affidavit with its Solicitation Response is an affirmation acknowledgement by Vendor that none of its documents are trade secrets.

If Vendor properly complies and submits a sworn affidavit with its Solicitation Response and University later receives a public records request for a document or information that is marked and certified with an affidavit to be a trade secret, we will provide the requestor a copy of the Vendor's sworn affidavit. Any challenge to the affidavit and the application of the trade secret exemption shall be rebutted, if at all, only by Vendor; University's only obligation will be to provide Vendor notice that such a challenge has been received. The notice shall serve as formal notice to the Vendor that such Vendor has thirty (30) calendar days following receipt of such notice from FIU to file an action with a court of competent jurisdiction seeking an order barring public disclosure of the document(s). If Vendor files an action within thirty (30) calendar days after receipt of notice of a challenge to its trade secret certification, FIU will not release the documents at issue pending the outcome of the legal action. The failure to file an action within thirty (30) calendar days constitutes a waiver of any claim of confidentiality, and the FIU will release the document as requested.

- 16.10 **Performance Bond.** Vendor shall deliver to the University and executed standard performance bond, with an approved surety, payable to the University in the amount of \$2,500,000 (the "Performance Bond"). The Performance Bond shall guarantee the faithful performance by vendor of its obligations throughout this Statement of Work and any subsequent renewal periods and for at least ninety days (90) after termination. The surety issuing the Performance Bond shall be subject to the reasonable approval by the University, and must be authorized to transact business in the State of Florida. This Statement of Work shall not be deemed in effect until the University has approved the Performance Bond. Failure to maintain the required performance bond in force may be cause for termination of this Contract.
- 16.11 **Liens.** Vendor shall not commit or suffer any act of neglect whereby University Premises shall become subject to any attachment, lien, charge or encumbrance whatsoever, except as hereinafter provided, and shall indemnify and hold harmless University and Board from and against all attachments, liens, charges and encumbrances and all expenses relating therefrom.
- 16.12 **Excuse of Performance.** Performance under this Statement of Work by Vendor shall be excused only by reason of the following causes: When such performance is prevented by destruction or damage to the Premises not caused by Vendor's negligence; When such performance is prevented by an act of University, of the State of Florida, or of the United States of America; When such performance is prevented by any job action conducted by any employee organization that prevents patrons from utilizing Vendor's services; When such performance is prevented by exercise of the power of eminent domain; Upon and during the occurrence of a force majeure event as more specifically described in Section 16.31 of this Contract. With the exception of monies already due and owing, performance of Vendor shall be suspended and excused to the extent commensurate with such interfering occurrence. Vendor assumes all risk of loss due to temporary suspension of operation, regardless of cause.

- 16.13 **Surrender of Premises.** Vendor shall remove all Vendor owned inventory, supplies, and personal property at the expiration or sooner upon termination of the Statement of Work. On removal of the property, the Premises shall be returned to University in its original state, wear and tear excepted. Vendor's failure to remove its personal property within thirty (30) calendar days after the termination or expiration of the Statement of Work shall be deemed to be an abandonment of its personal property. University shall make all necessary repairs to the Premises that may be required as a result of the removal of trade fixtures and other personal property and reasonably charge Vendor for such repairs, regular wear and tear excepted.
- 16.14 **Captions.** The paragraph headings of this Statement of Work are for convenience only and are not intended, and shall not be construed to alter, limit, or enlarge in any way the scope or meaning of the language contained in this Statement of Work.
- 16.15 **No Waiver.** If either party fails to enforce any provision of this Statement of Work, that failure does not waive the provision or the party's right to enforce it. No waiver by either party of any provision of this Statement of Work shall be deemed to have been made unless set forth in writing and signed by an officer or other authorized representative of the party.
- 16.16 **University's Trademarks.** In no instance shall University's name be used by Vendor in connection with any advertising or promotions which are not directly related to University without its specific prior written consent. The foregoing provision shall not restrict Vendor from including FIU as a non-endorser client in Vendor's marketing materials and sales proposals. University's name and logo shall be prominently displayed on all University's Dining Services promotional materials in a manner that is in full compliance with University's graphic standards. Vendor's name is not to appear on any signs, forms, disposable service ware or other items that are accessible to students, staff, faculty or other customers. None of the provisions of this Statement of Work grant to Vendor the right to use or to sublicense the use of University's names, logos, and trademarks, without the prior written consent of University. Vendor acknowledges and agrees that University owns the names and their trademarks, modifications of them, as well as any other names, trademarks, logos, and symbols adopted and used or approved for use by University (collectively the "Indicia"). Vendor shall not have any right to use University's Indicia without its prior written consent. Vendor acknowledges that any original designs, artwork or other compilations or derivatives ("Works") created by it pursuant to this Statement of Work that contain the Indicia are compilations or derivatives as those terms are used in Section 103 of the Copyright Act. Therefore, any rights, including copyrights, that Vendor might have in those original Works do not extend to any portion or aspect of the Indicia or any derivatives thereof, and do not in any way dilute or affect University's interests in the Indicia or any derivatives thereof. Vendor shall not copy, use, assign or otherwise transfer any rights in any Works with any portion or aspect of the Indicia or any derivatives thereof included, except as expressly permitted under this Statement of Work, without University's express prior written authorization. Vendor shall not attempt to obtain or assert copyright rights in any of University's Indicia or any artwork or design that contains University's Indicia, without University's express prior written authorization. This provision shall survive termination of the Statement of Work.
- 16.17 **Non-Discrimination and Equal Opportunity.** Neither party shall discriminate because of race, color, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, age, or status as a veteran, or any other reason as defined and prohibited by applicable federal, state and local laws. In addition, each party affirms that it is an equal opportunity employer who practices affirmative action and shall comply with all applicable

federal, state and local employment laws and regulations. This provision shall include, but not be limited to, the following: recruitment, selection, employment, promotion, demotion or transfer, lay-off or termination, utilization, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Florida Commission on Human Relations setting forth the provisions of the non-discrimination clause. Although Vendor is an independent Vendor, it covenants that its employees shall comply with University's workplace policies, including, without limitation, University's policy with regards to sexual and other forms of harassment.

If the Vendor anticipates receiving \$10,000 in orders during the first 12 months of the Contract, Vendor's authorized representative must complete, sign and date a Certificate of Non-Segregated Facilities form and include the form in its Solicitation Response. The certificate is attached as **APPENDIX II**.

- 16.18 **Affirmative Action Requirements.** University intends to carry out its responsibility for requiring affirmative action by its Vendor. Vendor shall follow the University's Affirmative Action Plan and the Florida Equity Accountability Plan as administered by the Office of Equal Opportunity Programs and Diversity.
- 16.19 **Equal Pay.** University intends to carry out their responsibility for requiring equal pay by its Vendor.
- 16.20 **Vendor's Employment of Unauthorized Aliens.** Employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Successful Vendor knowingly employs unauthorized aliens, such violation shall be cause for FIU's unilateral cancellation of the Contract.
- 16.21 **Independent Vendor.** The parties agree that Vendor is an independent Vendor in the performance of services under this Statement of Work. Neither party is the agent of the other and neither may bind the other in any way. Nothing in this Statement of Work is intended to make Vendor an employee, agent, partner, or joint venture of University. Vendor shall be responsible for all employment rights and benefits of Vendor employees, including without limitation: (i) federal, state, and local income and employment taxes and social security contributions; (ii) workers compensation, health benefits, vacation pay, holiday pay, profit sharing, retirement, pension, disability benefits, and other health and welfare benefits, plans, or programs; and (iii) insurance.
- 16.22 **Travel.** Vendor shall not charge FIU for any travel expenses, meals, and lodging unless FIU's prior written approval of the expenses has been obtained. Under such circumstances, Vendor is authorized to incur the agreed to travel expenses which will be payable by FIU, but only to the extent permitted in Florida Statutes § 112.061 and the FIU Policy 1110.060 Travel: University Travel Expense Policy, available at http://policies.fiu.edu/record_profile.php?id=548&s=travel. Vendor is responsible for any expenses in excess of these prescribed amounts.
- 16.23 **Antitrust.** Vendor hereby assigns to the State of Florida any and all claims for overcharges as to goods and services provided in connection with the Statement of Work resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Florida.

16.24 **Emergency Preparedness and Business Continuity.** Vendor shall work cooperatively with University to develop and maintain at all times an Emergency Preparedness and Business Continuity Plan detailing Vendor and Vendor employee actions to be taken in the event of an emergency event and/or pandemic, as defined by University's Comprehensive Emergency Management Plan. Such plan will be subject to review and approval by the University's Contract Administrator and documented as Attachment 12. Under such plan, Successful Vendor shall be entitled to reasonable costs for its services during emergency events. The price per meal during emergency events shall be based on the items ordered. All students in the University's emergency shelter will be served three (3) meals daily through the emergency event, and meals will be applied to the student meal plans. For students who do not have a meal plan, Successful Vendor shall apply the cost of such meals to the University's In-Kind Catering Fund identified in Section 15.15.1 above, or directly to the University in the event the In-Kind Catering fund is exhausted. Vendor shall be required to train its employees as necessary to execute its Emergency Preparedness and Business Continuity Plan. Vendor's Emergency Preparedness Plan shall be kept current at all times. Vendor shall participate in Emergency Preparedness and Response drills and attend meetings as requested to assist in these efforts.

16.25 **Material Changes.**

16.25.1 University, at its sole option, may add and/or remove one or more of Vendor's service locations and/or rights under this Statement of Work ("Material Change Event").

16.25.2 In the event of a University initiated Material Change Event that adversely affects Vendor's net financial return in comparison to historical returns, University and Vendor shall first work together to quantify the financial impact to Vendor and if possible, identify mutually agreeable modifications to the Dining Services Program that will mitigate the adverse financial impact ("Remediation"). If University and Vendor are unable to identify appropriate Remediation, University agrees to modify the financial terms of the Statement of Work, only to the extent necessary to achieve Remediation of the Material Change Event.

16.25.3 In the event of a University initiated Material Change Event that positively affects Vendor's net financial return in comparison to historical, University reserves the right to renegotiate the financial terms of the Statement of Work so that each parties' financial return remains fair and equitable.

16.25.4 The financial terms set forth in this Agreement and other obligations assumed by Vendor hereunder are based on conditions in existence on the date Vendor commences operations, including by way of example, University's student population; labor, food and supply costs; and federal, state and local sales, use and excise taxes. In addition, Vendor has relied on representations regarding existing and future conditions made by University in connection with the negotiation and execution of this Agreement. Material changes in such conditions or representations shall include: (1) a weather or other emergency event resulting in the two (2) day or more closure of the University, or Vendor Service Locations at the University, as required by a governmental authority; (2) a five percent (5%) or more decline in on-campus enrollment based on the information provided in University's ITN No. 78-001; (3) a five percent (5%) or more decline in the financial projections identified in the Vendor Financial Workbook provided by Vendor in its June 20, 2018 BAFO; or (4) a delay in the transformation schedule as proposed in Tab 1 of the Vendor's June 20, 2018 BAFO due to circumstances beyond Vendor's control and/or delays from the University Facility Department. In the event of a Material Change Event, the financial terms and other obligations assumed by Vendor shall be renegotiated on a mutually

agreeable basis to reflect such change, inaccuracy, breach, or effect of the emergency event.

16.25.5 Notwithstanding anything herein to the contrary, the financial terms set forth herein are based on the wages and benefits in effect as of the date Vendor commences operations hereunder. Vendor has budgeted an annual increase of Two Percent (2%) in such costs as identified in Vendor's June 20, 2018 BAFO. If Vendor's wages and/or benefits costs increase by an additional five percent (5%) or more over the 2% budgeted by Vendor, due to increases in employee health and welfare benefits costs beyond Vendor's control, including, but not limited to, an increase in federal, state or local minimum wage rates, an increase in employer contributions to social security or payroll taxes (including retroactive changes to such contributions), or changes in a collective bargaining agreement covering Vendor's or the University's employees, then such events shall be considered a Material Change Event, and the financial terms and other obligations assumed by Vendor shall be renegotiated on a mutually agreeable basis to reflect such change.

16.26 **Assignment.** Vendor shall be deemed to be an independent Vendor and shall not, during the term of this Statement of Work, or any renewal or extensions thereof, sell, assign, transfer, subcontract, sublet, or sublease all or any part thereof without the prior written consent of University; however, Vendor may assign the Agreement to an Affiliate without the consent of the University. For purposes of this Agreement, "Affiliate" shall mean a company which controls, is controlled by or is under common control with the assigning party or its ultimate parent company. Should Vendor become insolvent, or if proceedings in bankruptcy shall be instituted by or against Vendor, the remaining or unexpired portion of this Statement of Work shall, at the election of University, be terminated.

16.27 **Binding Effect.** This Statement of Work shall not extend to, be binding upon, or inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and legal representatives.

16.28 **Jurisdiction and Venue.** This Statement of Work, and amendments and supplement thereto, shall be governed by the laws of the State of Florida. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Miami Dade County, Florida. This clause shall survive termination of this Statement of Work.

16.29 **Breach of Contract.** In the event Vendor fails to pay the commission when the same becomes due and shall continue in default for a period of ninety (90) calendar days after written notice thereof by University of default and demand performance, or shall fail in any other respect to faithfully observe or perform any condition or covenant of the Contract and such non-performance is not excused as otherwise provided and shall continue in default for a period of ninety (90) calendar days after written notice thereof by University of default and demand performance, then University may (1) declare term ended, and enter into and upon the Premises or any part of the Premises, either with or without process of law, and expel Vendor or any person occupying the same in or upon the Premises, using such force as may be necessary to do so, and so to repossess and enjoy the Premises as in University's former estate; and/or (2) re-let the Premises, applying the rent from a new tenant on the Contract and Vendor shall be responsible for no more than the balance that may be due, should a balance exist. If any default shall occur other than in the payment of money, which cannot with due diligence be cured within a period of ninety (90) calendar days and Vendor, prior to the expiration of ninety (90) calendar days from and after the giving of notice commences to eliminate the cause of such default, then University shall not have

the right to declare the term ended by reason of such default, provided that Vendor continues to diligently act in good faith to cure the default. In the event that the University materially breaches any of the terms and provisions of this Contract, Vendor reserves the right to accurately and specifically describe the alleged material breach in a written notice to the University and expect that this material breach be corrected within a thirty (30) day period from the date the notice is received by the University. If prior to the expiration of thirty (30) calendar days from and after the giving of notice, the University commences to eliminate the cause of such default, then Supplier shall not have the right to declare the term ended by reason of such default, provided that University continues to diligently act in good faith to cure the default. If the described breach is not corrected satisfactorily within this time period, a ~~ninety One Hundred and Eighty (90180)~~ day notice of cancellation of this Contract may be given to the University.

- 16.30 **Costs of Enforcement and Litigation.** In the event University and/or Board shall, without any fault be made a party to any litigation, other than condemnation or like proceedings, commenced by or against Vendor arising out of Vendor's use or occupancy of the Premises or attributable to any structure or objects placed upon the Premises or in the Premises by Vendor, then Vendor shall pay all costs and reasonable attorney's fees incurred by or imposed upon University and/or Board in connection with such litigation.
- 16.31 **Force Majeure.** Neither Vendor or University shall be liable for the failure to perform its respective obligations hereunder when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy-related closing, governmental rules or regulations, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.
- 16.32 **Casualties.** During the Term of the contract, if a Dining Services Program facility is damaged by fire or any other cause, University shall have the right and option to either: (a) replace and restore the premises, in which case this contract shall continue in full force and effect, or (b) terminate the contract as to the affected facility or facilities. In no event shall University be required to make available an amount to repair or restore the premises in excess of any insurance proceeds available to University. University shall not be liable for any inconvenience or annoyance to the Vendor or injury to the business of Vendor resulting in any way from such damage or the repair or restoration thereof.
- 16.33 **Amendments.** Any amendments to this Statement of Work shall be in writing and shall be executed by the same parties who executed this Statement of Work, or their successors in office.
- 16.34 **Public Records.** University is subject to Chapter 119 of the Florida Statutes, commonly known as the Florida Public Records Law. The competitive solicitation and any related documents and/or correspondence shall also become a public record subject to the Public Records Law. Vendor shall comply with all applicable requirements of the Public Records Laws, particularly if Vendor is a "Contractor" as defined under § 119.0701, F.S.: (a) Keep and maintain public records required by University to perform the service; (b) Upon request by University, provide the public with access to public records on the same terms and conditions that University would provide the records and at a cost that does not exceed the cost provided in the public records laws, or as otherwise provided by law; (c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to University all public records in possession of Vendor upon termination of the Agreement (or upon request by University) and

destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to University in a format that is compatible with FIU's information technology systems. **IF VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119 TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS, VENDOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 348-1377, recordsmanagement@fiu.edu, BY MAIL AT 11200 S.W. 8th ST., GL 460, MIAMI, FLORIDA 33199.**

- 16.35 **Federal Funds.** If FIU has entered into an agreement with the United States of America, or any Department thereof, and the Agreement is in furtherance of the commitments and/or requirements of such federal agreement or funds, Successful Vendor agrees to comply with the terms contained in FIU's Federally Funded Projects Addendum, found at <https://generalcounsel.fiu.edu/contract-forms/>, herein incorporated by this reference
- 16.36 **Lobbying.** Vendor is prohibited from using funds provided under this competitive solicitation for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.
- 16.37 **Public Entity Crimes.** In accordance with Florida Statutes §287.133(2)(a), a vendor who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal; may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, including FIU; and may not transact business with FIU in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. By submitting a solicitation response, Vendor is certifying that Vendor is not on the convicted vendor list maintained by the Florida Department of Management Services, and Vendor is also certifying that any subcontractor listed in Vendor's solicitation response is not on the convicted vendor list.
- 16.38 **Conflict of Interest.** The award of this competitive solicitation is subject to the provisions of Florida Statutes Chapter 112. Vendor must disclose in its solicitation response the name of any officer, director, or agent of the Vendor who is also an employee of FIU, or of the State of Florida or of any of its agencies. Further, Vendor must disclose in its solicitation response the name of any FIU or State employee who owns, directly or indirectly, an interest of five (5%) or more of the Vendor's company or any of its affiliates or branches. In addition, in accordance with Section 112.3185, Florida Statutes, by submitting a solicitation response, the Vendor certifies that, to the best of its knowledge and belief, no individual employed by the Vendor or subcontracted by the Vendor has an immediate relationship to any FIU employee who was or is directly or indirectly involved in any way in the drafting, evaluating, or awarding of this competitive solicitation. Failure to disclose the required information or violation of Section 112.3185, Florida Statutes, shall be grounds for rejection of Vendor's solicitation response, cancellation of an intent to award, and/or cancellation of any Contract with the Vendor.
- 16.39 **Sovereign Immunity.** Nothing in this Contract shall be construed as an indemnification of the Vendor by FIU or as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28.

- 16.40 **Covenant Against Commissions, or Brokerage and Contingent Fees.** By submitting a solicitation response, the Vendor warrants that Vendor has not employed or retained any person or entity, other than a bona fide employee working solely for the Vendor, to solicit or secure any award or Contract resulting from this competitive solicitation or to solicit or secure any other advantage related to this competitive solicitation. By signing a Contract with FIU, Successful Vendor warrants that the Successful Vendor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Successful Vendor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Contract. In the event Successful Vendor's breach or violation of this warranty, FIU has the right to annul any Contract with such Successful Vendor resulting from this competitive solicitation, without liability, and to deduct from any amounts otherwise payable to Vendor under such Contract the full amount of such fee, commission, percentage, gift, or other consideration, and to pursue any other remedy available to FIU under such Contract, at law or in equity.
- 16.41 **Use of Contract by Other Agencies.** At the option of the Vendor, the use of any contract resulting from this competitive solicitation may be extended to other governmental entities, including the State of Florida, its agencies, political subdivisions, counties, and cities, and any university in the State University System. Each such entity using such contract shall do so independently of FIU and shall be solely responsible for its own purchases.
- 16.42 **Disposition of Solicitation Responses.** All solicitation responses become the property of FIU, and FIU shall have the right to use all ideas, and/or adaptations of those ideas, contained in any solicitation response received in response to this competitive solicitation. Any parts of the solicitation response, and any other material(s) submitted to FIU with the solicitation response will become a public document pursuant to Section 119.07, F.S. This includes material that the responding proposer might consider to be confidential or a trade secret. FIU's selection or rejection of a solicitation response will not affect this exemption.
- 16.43 **Publicity.** Vendor shall not make any announcements relating to the competitive solicitation or the Contract, nor shall Vendor use FIU's name, trademarks, logos or marks, without the prior written approval from FIU's External Relations department in each instance. Notwithstanding the foregoing, both Parties and their respective Affiliates may, without prior consent of the other Party, use that Party's name or logo and the existence of this Agreement in connection with earnings calls or similar matters with their respective investors or analysts.
- 16.44 **Termination for Reputational Risk.** FIU may immediately terminate the Contract upon written notice to Vendor if Vendor is associated with a security breach that materially adversely affects other entities, or if Vendor or any of its directors or officers are formally accused of fraudulent or illegal conduct, which, in FIU's good faith determination, materially harms Vendor's general reputation or would harm FIU's reputation by its continued association with Vendor.
- 16.45 At any time during the term of the Contract, ~~University either party~~ may terminate the contract without cause by giving ~~Vendor the other party (18090)~~ ninety-day notice, in writing, of its intention to do so, by registered or certified mail. In the event Vendor terminates this contract for convenience pursuant to this provision during the first five (5) years of this contract, then the University shall not be required to repay Vendor the unamortized portion of its Capital Investment as identified in Article 15.14.2.

16.46 **Notice.** Any notice or communication required or permitted to be given hereunder shall be effective when received and shall be in writing and served personally with proof of delivery and acceptance, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follow:

To University: Office of Business and Auxiliary Services
Florida International University
11200 SW 8th Street
Miami, FL 33199
ATTN: President

To Vendor:

Company Name: _____
Attention: _____
Address: _____
Facsimile No.: _____

FIU's Contract Administrator at the University is _____, or his/her successor.

Vendor's Contract Administrator is _____, or his/her successor.

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

<p>Vendor</p> <p>By: _____ Name: _____ Title: _____</p>	<p>The Florida International University Board of Trustees, by its Office of Business Services</p> <p>By: _____ Name: Kenneth A. Jessell Title: CFO and Senior Vice President</p> <p>By: _____ Name: XXXX Title: General Counsel</p>
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