STATE OF SOUTH CAROLINA  
MATERIALS MANAGEMENT OFFICE  
STATE PROCUREMENT OFFICE  
1201 MAIN STREET, SUITE 600  
COLUMBIA, SOUTH CAROLINA 29201  

Statement of Award  
Posting Date: 05/06/2008

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

AWARD - ONE RESPONSE RECEIVED: IN ACCORDANCE WITH SC PROCUREMENT CODE 11-35-1520 (10) AWARD, "WHEN ONLY ONE RESPONSE IS RECEIVED, THE NOTICE OF INTENT TO AWARD AND THE DELAY OF AWARD MAY BE WAIVED."

CERTIFICATES OF INSURANCE COVERAGE TO BE FURNISHED PRIOR TO COMMENCEMENT OF SERVICES UNDER CONTRACT.

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. [§ 11-35- 4210]

PROTEST - CPO ADDRESS - MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.sc.gov, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

Solicitation: 54000000269  
Description: USC Spartanburg Campus Food Service

Agency: University of SC

Awarded To: SODEXO  
283 CRANES ROOST BLVD - SUITE 260  
ALTAMONTE SPRINGS FL 32701

Total Potential Value: $4,238,587.00  
Contract Number: 44000000106

Maximum Contract Period: Tuesday, July 01, 2008 through Saturday, June 30, 2018

Total Potential Value Based on Commission Rates for Meal Plans, Catering, Cash Sales for FY 06-07 (plus growth of 350 meal plans for years 2-10 of contract); plus Capital Investments and In-Kind Incentives

Procurement Officer  
Norma J. Hall, CPPO, CPM
AMENDMENT

UNIVERSITY OF SOUTH CAROLINA UPSTATE

AND

SODEXO OPERATIONS, LLC

THIS AMENDMENT, dated September 8, 2009, is between UNIVERSITY OF SOUTH CAROLINA UPSTATE ("Client") and SODEXO OPERATIONS, LLC ("Sodexo").

WITNESSETH:

WHEREAS, Sodexo (successor by name change to Sodexo Operations, LLC) submitted a response to Client's Request for Proposal dated March 18, 2008; and

WHEREAS, Client wishes to retain Sodexo to manage and operate Food Service for Client's students, faculty, staff, employees, visitors and invited guests ("Food Service") at Client's premises located at 800 University Way, Spartanburg, South Carolina 29303 ("Premises"); and

WHEREAS, the parties hereto entered into a contract for food service management (herein referred to as "Agreement") effective July 1, 2008. Said Agreement relates to the provision of Food Service at the University of South Carolina Upstate and consists of Client's RFP and Sodexo's Proposal in response and any attachments thereto; and

WHEREAS, the parties now desire to supplement the standard terms and conditions of the Agreement between the parties with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Commencing August 1, 2009, the rate for the Carte Blanche Meal Plan shall be One Thousand One Hundred Ninety and 00/100 Dollars ($1190.00) per person per semester.

2. The definition of Operating Expenses contained in Sodexo's Financial Proposal at page 12-6 shall be deleted in its entirety and the following substituted therefor:

"Definition of Operating Expenses. All costs, Charges and expenses incurred in connection with the Food Service operation, including, but not limited to, the following:

A. The invoiced amounts to Sodexo of goods and services, including food, beverages, merchandise, and supplies plus a Charge for procurement services equal to six tenths percent (.6%) of such invoiced amounts. Operating Expenses shall be net of any rebates obtained from local vendors, suppliers, or distributors for goods procured specifically for Client's account. Prompt payment discounts and any other rebates or allowances obtained from vendors, suppliers, or distribution companies, including those
obtained through Sodexo's national or regional purchasing arrangements, will be retained by Sodexo. In any event, however, the total of the invoiced amounts of such goods and the procurement charge shall be competitive, on an aggregate basis, with prices at which such goods and services can be purchased in the geographic area of the Food Service operations;

B. Labor, including salaries (including bonuses, if any), wages, taxes, benefits, relocation expenses, payroll processing, retirement plans, and the cost of administering all such plans and services;

C. Other costs, Charges and expenses, including, but not limited to, amortization or depreciation of equipment, any Investments (as further defined) made pursuant to the terms of this Agreement, Sodexo's share of utility usage, decor, signage, and other items purchased on behalf of the Food Service, commissions paid, Charges for workers' compensation, general liability insurance and other insurance maintained pursuant to this Agreement, based on average manual rates for such insurance in the geographic area of the Premises, a Charge for marketing support and culinary services equal to three tenths percent (.3%) of Net Sales, out-of-pocket travel and related expenses for training of employees assigned to the Food Service operation, including the costs of an on-site trainer(s) temporarily assigned to the Premises, sales, use, and other taxes related to the Food Service (other than taxes collected and remitted by Sodexo to a taxing authority), costs of licenses, permits, certifications, information systems, software and software maintenance, armored car services, fees charged to Sodexo for credit or debit card sales, bank service fees (net of any interest) for depositing receipts from the Food Service operations, marketing and promotional or proprietary materials, expenses associated with the installation and implementation of Branded Concepts operated by Sodexo, third party recruitment and placement fees, uniforms and linen, flowers, decorations, Smallwares, minor equipment, repair and maintenance of Sodexo-supplied equipment and other services used in the Food Service operation; and

D. General Support Services Allowance equal to five percent (5%) of Net Sales."

3. The parties agree to add the following Service:

"Athletics Department Concessions Food Service. Sodexo shall provide Concessions Food Service as hereinafter provided, commencing August 1, 2009 and continuing through July 31, 2010. Notwithstanding the foregoing, in the event that Sodexo and Client mutually consent to Sodexo's continued operation of the Concessions Food Service after the expiration of the above-stated term, then the terms and obligations of the Concessions Food Service shall remain in full force and effect unless terminated by either party upon two (2) weeks prior written notice or until the parties agree otherwise.
A. Locations. Subject to Client's approval, Sodexo shall provide Concessions Food Service at the following locations:

Hodge Center
Softball Stadium
Baseball Stadium
Farm House
Soccer Stadium

No alcohol shall be served at any of the above locations.

B. Management of Operation. Sodexo shall purchase all food, beverages and supplies utilized in the Concessions Food Service operation. Sodexo shall provide an adequate number of employees to operate the Concessions Food Service and shall utilize student workers whenever possible. The Concessions Food Service shall be open thirty (30) minutes prior to scheduled games, and shall close after game half-times. Such openings and closings may be adjusted, at Sodexo's option, based on attendance figures. Any equipment purchases and maintenance shall be Client's responsibility. The Concessions Food Service will be reviewed by the parties at the end of Client's fiscal year and the services may be modified accordingly, based upon such review.

C. Financial Arrangement. Sodexo shall collect and account for Concessions Gross Sales and pay Concessions Operating Expenses. No later than fifteen (15) days after the end of each Accounting Period, Sodexo shall submit to Client a profit and loss operating statement for the Concessions Food Service. Sodexo shall submit an invoice to Client annually for any Deficit. Client shall pay the invoiced amount within fifteen (15) days after the invoice date and shall pay interest on any amount not paid when due at the rate of one and one-half percent (1.5%) each month from due date until paid. Client shall reimburse Sodexo for all costs and expenses, including but not limited to, court costs, attorney's fees and collection service fees, incurred by Sodexo in collecting from Client any amount not paid when due.

Sodexo shall distribute any Surplus annually, as follows: fifty percent (50%) to Client and fifty percent (50%) to Sodexo. Client's share shall be distributed within thirty (30) days after the end of each school year or within thirty (30) days after the date the Agreement is terminated if terminated other than at the end of a calendar year.

For purposes of calculating the Surplus and Deficit as it relates to this Section, the following Definitions shall apply:

1. Accounting Period. Sodexo's accounting calendar ordinarily contains one five week and two four week Accounting Periods in each quarter of a year.

2. Charge. A fee established by Sodexo for goods or services provided by Sodexo.

3. Deficit. The excess of the total of Concessions Operating
Expenses over Concessions Net Sales.

4. **Concessions Gross Sales.** All sales of food, beverages, goods, merchandise and services in the Concessions Food Service operation, including sales taxes.

5. **Concessions Operating Expenses.** All costs, Charges and expenses incurred in connection with the Concessions Food Service operation including, but not limited to, the following:

   a. The invoiced amounts to Sodexo of goods and services, including food, beverages, merchandise, and supplies. Concessions Operating Expenses shall be net of any rebates obtained from local vendors, suppliers, or distributors for goods procured specifically for Client's account. Prompt payment discounts and any other rebates or allowances obtained from vendors, suppliers, or distribution companies, including those obtained through Sodexo's national or regional purchasing arrangements, will be retained by Sodexo. In any event, however, the invoiced amounts of such goods shall be competitive, on an aggregate basis, with prices at which such goods and services can be purchased in the geographic area of the Concessions Food Service operations;

   b. Labor, including salaries (including bonuses, if any), wages, taxes, benefits, relocation expenses, retirement plans, and the cost of administering all such plans and services;

   c. Other costs, Charges and expenses, including, but not limited to, amortization or depreciation of equipment, any Investments, decor, signage, and other items purchased on behalf of the Concessions Food Service, commissions paid, Charges for workers' compensation, general liability insurance and other insurance maintained pursuant to this Agreement, based on average manual rates for such insurance in the geographic area of the Premises, out-of-pocket travel and related expenses for training of employees assigned to the Concessions Food Service operation, including the costs of an on-site trainer(s) temporarily assigned to the Premises, sales, use, and other taxes related to the Concessions Food Service (other than taxes collected and remitted by Sodexo to a taxing authority), costs of licenses, permits, certifications, information systems, software and software maintenance, armored car services, fees charged to Sodexo for credit or debit card sales, bank service fees (net of any interest) for depositing receipts from the Concessions Food Service operations, electronic meal program identification system supplies, marketing and promotional or proprietary materials, expenses associated with the installation and implementation of Branded Concepts operated by Sodexo, third party recruitment and placement fees, uniforms and linen, flowers, decorations, Smallwares, minor equipment, repair and maintenance of Sodexo-supplied equipment and other services used in the Concessions Food Service operation.

6. **Concessions Net Sales.** All sales of food, beverages, goods, merchandise and services in the Concessions Food Service operation, excluding sales taxes.
7. **Surplus.** The excess of Concessions Net Sales over the total of Concessions Operating Expenses."

4. The entire Agreement between the parties consists of the RFP, as modified by Sodexo’s accepted Proposal and this Amendment.

5. All remaining provisions of the Agreement shall remain in full force and effect.

6. This Amendment shall prevail over the RFP as modified by Sodexo’s accepted Proposal, in the event any inconsistencies arise between the documents.

7. This Amendment is effective August 1, 2009, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

UNIVERSITY OF SOUTH CAROLINA UPSTATE

By: 
Name (printed): John C. Stockwell
Title: Chancellor

SODEXO OPERATIONS, LLC

By: Fred Formichella
Senior Vice President

9-16-09
AMENDMENT

UNIVERSITY OF SOUTH CAROLINA UPSTATE

AND

SODEXO OPERATIONS, LLC

THIS AMENDMENT, dated May 2, 2011, is between UNIVERSITY OF SOUTH CAROLINA UPSTATE ("Client") and SODEXO OPERATIONS, LLC ("Sodexo").

WITNESSETH:

WHEREAS, Client and Sodexo entered into a certain Management Agreement for Food Services effective July 1, 2008, as amended ("Agreement"), whereby Sodexo manages and operates Client's Food Service operation at 800 University Way, Spartanburg, South Carolina 29303;

WHEREAS, the parties now desire to further amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. The following resident dining meal plans and rates shall be in effect for the 2011-2012 academic year:

<table>
<thead>
<tr>
<th>Meal Plan</th>
<th>Description</th>
<th>Cost per Semester</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Ultimate Plan</td>
<td>Unlimited meals in the CLC Dining Hall with $200 in Spartan Bonus Bucks</td>
<td>$1,336.00</td>
</tr>
<tr>
<td>The Streamliner Plan*</td>
<td>9 meals per week in the CLC Dining Hall with $250 in Spartan Bonus Bucks</td>
<td>$1,150.00</td>
</tr>
<tr>
<td>Sparty 50</td>
<td>This is a 50.00 Spartan Points plan that is automatically assigned to all non-residential freshman and sophomore students.</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

*Savailable only to resident students living in the Palmetto Villas apartments

Spartan Bonus Bucks are part of the residential meal plans and are declining balance funds that can only be used in dining venues. Spartan Bonus Bucks cannot be used in the campus bookstore. Spartan Bonus Bucks are per semester and do not carry over from semester to semester.
Any unused Spartan Points at the end of the Fall semester shall carry over to the Spring semester. Any Spartan Points balances remaining at the end of the Spring semester shall be forfeited and shall be for Sodexo's account.

2. The following commuter meal plans and rates shall be in effect for the 2011-2012 academic year:

<table>
<thead>
<tr>
<th>Meal Plan</th>
<th>Description</th>
<th>Cost per Semester</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Freedom Plan</td>
<td>5 meals in the CLC Dining Hall</td>
<td>$400.00</td>
</tr>
<tr>
<td>The Spartan 400 Plan</td>
<td>$450 in Spartan Dining Points to use in any venue across campus</td>
<td>$400.00</td>
</tr>
<tr>
<td>The Spartan 200 Plan</td>
<td>$220 in Spartan Dining Points</td>
<td>$200.00</td>
</tr>
<tr>
<td>The Spartan 25 Block</td>
<td></td>
<td>$140.00</td>
</tr>
</tbody>
</table>

3. The following faculty and staff meal plans and rates shall be in effect for the 2011-2012 academic year:

<table>
<thead>
<tr>
<th>Meal Plan</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Platinum – 25 Block with $100 Flex Dollars</td>
<td>$200.00</td>
</tr>
<tr>
<td>Gold – 25 Block</td>
<td>$112.00</td>
</tr>
</tbody>
</table>

Any unused Flex Dollars at the end of the Fall semester shall carry over to the Spring semester. Any Flex Dollar balances remaining at the end of the Spring semester shall be forfeited and shall be for Sodexo's account.

4. The Financial Arrangement will be adjusted to reflect additional costs incurred by Sodexo (i) in connection with the implementation of legislation or other legal requirements, including, but not limited to, the implementation of the Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act of 2010, which comprise the health care reform of 2010, or other health care rules and regulations, or any modifications thereto or (ii) increases in benefit costs paid by Sodexo on behalf of covered employees. The adjustment to the Financial Arrangement will be effective from the date the events of (i) and/or (ii) occur.
6. This Amendment is effective August 1, 2011, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

UNIVERSITY OF SOUTH CAROLINA UPSTATE

By:
Name (printed):
Title:

SODEXO OPERATIONS, LLC

By:
Name:
Title:

Fred Formichella
Senior Vice President