

ATTACHMENT D

DINING AND NUTRITION MANAGEMENT SERVICES RFP SERVICE LEVEL PERFORMANCE CONDITIONAL TERMS

LIQUIDATED DAMAGES AND PERFORMANCE SLA

Section D. Liquidated Damages for Performance Failures

D.1 Acknowledgement. The College and the Contractor agree that in the event of certain operational failures, the exact financial damages to the College will be difficult to accurately estimate or prove. Therefore, the parties agree that the following sums represent a genuine pre-estimate of damages and are established as liquidated damages, not as a penalty.

D.2 Assessment Schedule. The College reserves the right to deduct the following amounts directly from the Contractor's monthly commission payments or bill the Contractor directly:

- **Failure to Operate Scheduled Hours: \$250** per hour or portion thereof that any major campus dining facility fails to open to the student body during published operating hours without prior written approval from the College.
- **Unauthorized Menu Substitution: \$500** per meal period where the Contractor fails to provide the core nutritional options or dietary accommodations (e.g., Allergen-free, Kosher, Halal) required under the Scope of Work.
- **Failure to Remit Monthly Financial Statements: \$100** per calendar day for reports received more than five (5) business days after the due date specified in the contract.

D.3 Maximum Cap. Total liquidated damages assessed under this Agreement shall not exceed **10%** of the gross monthly operational fee or billable value for the month in which the breaches occurred. Assessment of these damages does not waive the College's right to terminate the contract for material breach if failures remain uncured.